



Recording Requested By,
And After Recording, Return To:
David Lutz
Stinson Leonard Street LLP
1299 Farnam St., Suite 1500
Omaha, NE 68102

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("**Agreement**"), is made as of December 17, 2018 among **UNION BANK AND TRUST COMPANY**, a Nebraska banking corporation (together with its successors, assigns and/or affiliates, "**Lender**"), **LINCOLN SPORTS FACILITY, LLC**, a Nebraska limited liability company ("**Landlord**"), and **LSF OPERATIONS, LLC**, a Nebraska limited liability company ("**Tenant**").

Background

A. Landlord and Tenant have entered into that certain Master Lease Agreement dated on or about the date hereof (the "**Lease**"), affecting the real property described in Exhibit A attached hereto (the "**Property**").

B. Lender has made a loan (the "**Loan**") to Landlord, and such Loan is secured by that certain Construction Deed of Trust, dated as of the date hereof, and recorded on the date hereof as Recording/Instrument No. 2018049673 of the Lancaster County Register of Deeds (the "**Deed of Trust**"), in favor of Lender, encumbering the Property and certain improvements thereto and other property of Landlord.

C. Tenant desires that Lender recognize Tenant's rights under the Lease in the event of a foreclosure of the Deed of Trust or other transfer of Landlord's right, title and interest in the Property and provide for the non-disturbance of Tenant as set forth herein.

D. Tenant is willing to attorn to Lender or other purchaser at such foreclosure or transfer provided its rights under the Lease are recognized.

Agreement

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The parties hereto agree as follows:

1. Subordination. Tenant agrees that the Lease and all of the terms, covenants and provisions thereof, and all estates, options and rights created under the Lease, hereby are subordinated and made subject to the lien and effect of the Deed of Trust (including, without limitation, all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof).

2. Non-disturbance. Lender agrees that no foreclosure, deed-in-lieu of foreclosure, or other sale of the Property in connection with enforcement of the Deed of Trust or otherwise in satisfaction of the Loan shall operate to terminate the Lease or Tenant's rights thereunder to possess and use the Property provided that the Lease is in full force and effect and no uncured default exists under the Lease.

3. Attornment. Tenant agrees to attorn to and recognize as its landlord under the Lease each party acquiring legal title to the Property by foreclosure of the Deed of Trust, deed-in-lieu of foreclosure, or other sale in connection with enforcement of the Deed of Trust or otherwise in satisfaction of the Loan ("Successor Owner"). Provided that the conditions set forth in Section 2 above are met at the time Successor Owner becomes owner of the Property, Successor Owner shall perform all obligations of the landlord under the Lease arising from and after the date title to the Property is transferred to Successor Owner. In no event, however, will any Successor Owner be: (a) liable for any default, act or omission of any prior landlord under the Lease; (b) subject to any offset or defense which Tenant may have against any prior landlord under the Lease; (c) bound by any payment of rent or additional rent made by Tenant to Landlord more than thirty (30) days in advance; (d) bound by any modification or supplement to the Lease, or waiver of Lease terms, made without Lender's written consent thereto; (e) liable for the return of any security deposit or other prepaid charge paid by Tenant under the Lease, except to the extent such amounts were actually received by Lender; or (f) liable or bound by any right of first refusal or option to purchase all or any portion of the Property. Although the foregoing provisions of this Agreement are self-operative, Tenant agrees to execute and deliver to Lender or any Successor Owner such further instruments as Lender or a Successor Owner may from time to time request in order to confirm this Agreement. If any liability of Successor Owner does arise pursuant to this Agreement, such liability shall be limited to Successor Owner's interest in the Property.

4. Lender Opportunity to Cure Landlord Defaults. Tenant agrees that, until the Deed of Trust is released by Lender, it will not exercise any remedies under the Lease following a Landlord default without having first given to Lender (a) written notice of the alleged Landlord default and (b) the opportunity to cure such default within the longer of (i) thirty (30) days after the cure period provided under the Lease to Landlord, (ii) thirty (30) days from Landlord's receipt of Tenant's notice to Lender of a Landlord default, or (iii) if the cure of such default requires possession of the Property, thirty (30) days after Lender has obtained possession of the Property; provided that, in each case, if such default cannot reasonably be cured within such 30-day period and Lender has diligently commenced to cure such default promptly within the time contemplated by this Agreement, such 30-day period shall be extended for so long as it shall require Lender, in the exercise of due diligence, to cure such default, but, unless the parties otherwise agree, in no event shall the entire cure period be more than ninety (90) days. Tenant acknowledges that Lender is not obligated to cure any Landlord default, but if Lender elects to do so, Tenant agrees to accept cure by Lender as that of Landlord under the Lease and will not exercise any right or remedy under the Lease for a Landlord default. Performance rendered by Lender on Landlord's behalf is without prejudice to Lender's rights against Landlord under the Deed of Trust or any other documents executed by Landlord in favor of Lender in connection with the Loan.

5. Miscellaneous.

(a) Notices. All notices and other communications under this Agreement are to be in writing and addressed as set forth below such party's signature hereto. Default or demand notices shall be deemed to have been duly given upon the earlier of: (i) actual receipt; (ii) one (1) business day after having been timely deposited for overnight delivery, fee prepaid, with a reputable overnight courier service, having a reliable tracking system; (iii) on the date sent if by e-mail or facsimile (with confirmation of transmission) if sent during normal business hours or on the next business day if sent after normal business hours, provided an additional notice is given pursuant to (ii); or (iv) three (3) business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, postage prepaid, return receipt requested, and in the case of clause (ii) and (iv) irrespective of whether delivery is accepted. A new address for notice may be established by written notice to the other parties; provided, however, that no address change will be effective until written notice thereof actually is received by the party to whom such address change is sent.

(b) Entire Agreement; Modification. This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes and replaces all prior discussions, representations, communications and agreements (oral or written). This Agreement shall not be modified, supplemented, or terminated, nor any provision hereof waived, except by a written instrument signed by the party against whom enforcement thereof is sought, and then only to the extent expressly set forth in such writing.

(c) Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors, and assigns, whether by voluntary action of the parties or by operation of law. No party to this Agreement may delegate or transfer its obligations under this Agreement.

(d) Unenforceable Provisions. Any provision of this Agreement which is determined by a court of competent jurisdiction or government body to be invalid, unenforceable or illegal shall be ineffective only to the extent of such determination and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.

(e) Duplicate Originals; Counterparts. This Agreement may be executed in any number of duplicate originals, and each duplicate original shall be deemed to be an original. This Agreement (and each duplicate original) also may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute a fully executed Agreement even though all signatures do not appear on the same document.

(g) Governing Law; Consent to Jurisdiction. This Agreement shall be interpreted and enforced according to the laws of the State where the Property is located (without giving effect to its rules governing conflict of laws). Each party hereto irrevocably consents and submits to the exclusive jurisdiction and venue of any state or federal court sitting in the county and state where the Property is located with respect to any legal action arising with respect to this Agreement and waives all objections which it may have to such jurisdiction and venue.

(i) **WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO WAIVES AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.**

[signature pages follow]

IN WITNESS WHEREOF, this Agreement is executed as of the date and year first above written.

TENANT:

LSF OPERATIONS, LLC,
a Nebraska limited liability company

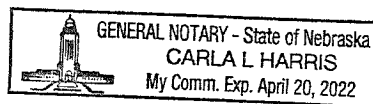
By: [Signature]
Name: Sam Manzitto, Jr.
Title: Manager

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER) ss.

This instrument was acknowledged before me on December 12, 2018, by Samuel Manzitto, Jr., in his capacity as the Manager of LSF Operations, LLC, a Nebraska limited liability company.

[Signature]
Print Name: Carla L. Harris
Notary Public in and for said County and State

My Appointment Expires:
April 20, 2022



Tenant Notice Address:

4400 Lucile Drive, Suite 201
Lincoln, NE 68516
Attn: Sam Manzitto, Jr.

[Signatures continue on next page.]

IN WITNESS WHEREOF, this Agreement is executed as of the date and year first above written.

LANDLORD:

LINCOLN SPORTS FACILITY, LLC,
a Nebraska limited liability company

By: _____

Name: Sam Manzitto, Jr.

Title: Manager

STATE OF NEBRASKA)

COUNTY OF LANCASTER)

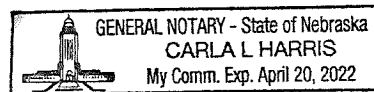
ss.

This instrument was acknowledged before me on December 12, 2018, by Samuel Manzitto, Jr., in his capacity as the Manager of Lincoln Sports Facility, LLC, a Nebraska limited liability company.

Carla L. Harris
Print Name: Carla L. Harris
Notary Public in and for said County and State

My Appointment Expires:

April 20, 2022



Landlord Notice Address:

4400 Lucile Drive, Suite 201
Lincoln, NE 68516
Attn: Sam Manzitto, Jr.

[Signatures continue on next page.]

IN WITNESS WHEREOF, this Agreement is executed as of the date and year first above written.

LENDER:

UNION BANK AND TRUST COMPANY,
a Nebraska banking corporation

By: _____

Name: Christopher C. Wagner

Title: Vice President

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

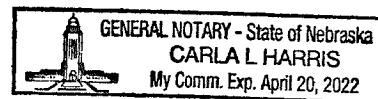
ss.

This instrument was acknowledged before me on December 12, 2018, by Christopher C. Wagner, in his capacity as the Vice President of Union Bank and Trust Company, a Nebraska banking corporation.

Carla L. Harris
Print Name: CARLA L. HARRIS
Notary Public in and for said County and State

My Appointment Expires:

April 20, 2022



Lender Notice Address:

4243 Pioneer Woods Drive
Lincoln, NE 68501
Attention: Christopher Wagner

EXHIBIT A

Legal Description

Improvements and leasehold interest in and to Lots 3, 4, 5 and 6, Block 1, Earl Carter Addition, Lincoln, Lancaster County, Nebraska -and- that certain beneficial easement to subject property for access and pedestrian way over private roadway granted in Final Plat and Dedication of Earl Carter Addition recorded December 21, 2005 as Inst. No. 2005074585 in the office of the Register of Deeds of Lancaster County, Nebraska.

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