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APR 06 2017 08:42 P 13

Fee amount: 82.00  
FB: 0U-03805  
COMP: MS

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
04/06/2017 08:42:20.00



2017025839

## SECOND POSITION DEED OF TRUST

This Second Position Deed of Trust is dated April 1, 2017, by and between BHRHUD, LP, a Nebraska limited partner, Trustor, Shaun M. James, a Nebraska licensed attorney, Trustee, and Clarity Development Company, LLC, a Nebraska limited liability company, Beneficiary.

Trustor irrevocably grants, bargains, sells, and conveys to Trustee in trust, with power of sale, the property in the County of Douglas, State of Nebraska, (commonly known as 9451 Vernon Plaza, Omaha, Nebraska 68122, and as Tax Parcel No. 06426601000), legally described as follows:

**Lot 1, Blair Commons, a subdivision as surveyed, platted in Douglas County, Nebraska as shown in Plat filed August 12, 2016 at Instrument No. 2016065452, records of Douglas County, Nebraska.**

together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining (the "Premises"). To have and to hold the same, with the appurtenances, unto Trustee.

For the purpose of securing performance of each agreement of Trustor herein contained and of securing payment of the sum of TWO MILLION SEVEN HUNDRED SEVENTY-FIVE THOUSAND AND 00/100THS DOLLARS (\$2,775,000.00) with interest thereon according to the terms of a Promissory Note dated April 1, 2017, payable to Beneficiary or Order. The terms of such Promissory Note are incorporated herein by reference.

Trustor covenants and agrees as follows:

1. PAYMENT: Trustor shall pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.
2. TITLE: Trustor is lawfully seized in fee of said Premises and they are free of encumbrances except as herein otherwise recited. Trustor hereby warrants the usual covenants to the same extent as a statutory Warranty Deed under the laws of the State of Nebraska.
3. CONTINUING EFFECT: The provisions of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof.
4. SUBORDINATION: This Second Position Deed of Trust may be subordinated to one First Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (With power of Sale) executed for the benefit of Gershman Mortgage, as beneficiary, and such related security instruments as

may be set forth in the foregoing document, now existing or hereafter entered into as may be permitted by the foregoing documents. Such foregoing documents are herein referred to as the "Priority Liens."

5. DUTIES OF TRUSTOR: To protect the security of this Second Position Deed of Trust, Trustor shall:

(a) Pay all taxes, fire and other hazard insurance premiums, assessments, water rates, and other governmental or municipal charges, fines or impositions; and in default thereof, Beneficiary may pay the same.

(b) Not commit waste or authorize the repair or the removal of any structures on the Premises covered, and not do or permit any act that may lawfully result in the creation of a lien or claim upon the land or the improvements of equal or prior rank to the claim of the Priority Liens or this Second Position Deed of Trust without prior written consent of Beneficiary; but otherwise maintain the property in as good condition as at present, reasonable wear and tear excepted. Upon any failure so to maintain, Beneficiary, at its option, may cause reasonable maintenance work to be performed at the cost of Trustor.

(c) Maintain continuously hazard insurance of such type or types and amounts as beneficiary or the Priority Lien beneficiaries may from time to time require on the improvements now or hereafter on such Premises, and to pay promptly when due any premiums therefor. In event of loss, Trustor shall give immediate notice by mail to the Priority Lien beneficiaries and to Beneficiary, who may make proof of loss if not made promptly by Trustor. Insurance proceeds shall be paid first in accordance with the Priority Liens, in order of priority and pursuant to the documents evidencing such Priority Liens, and any funds remaining thereafter shall be paid to Beneficiary to satisfy any then outstanding obligations then due under the Promissory Note, and then paid to Trustor.

(d) If Trustor defaults in any of the covenants or agreements contained herein, or in the Promissory Note secured hereby, then Beneficiary may perform the same, and all expenditures made by Beneficiary in so doing shall draw interest at the rate provided for the principal indebtedness, and shall be repayable by Trustor to Beneficiary, and, together with interest and costs accruing thereon, shall be secured by this Second Position Deed of Trust.

(e) Beneficiary may appear in and defend any action or proceeding purporting to affect the security hereof, and Trustor shall pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in such action or proceeding in which Beneficiary may appear.

6. ASSIGNMENT: This Deed of Trust may not be assigned or assumed without the express written consent of the Beneficiary hereunder which consent shall not be unreasonably withheld.

7. WAIVER CLAUSE: By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. CONSENT, PARTIAL RECONVEYANCE, ETC.: At any time or from time to time, without liability therefor and without notice, on written request of Beneficiary, approval of the Priority Lien holders, and presentation of this Second Position Deed of Trust and such Promissory Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of such property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating such Second Position Deed of Trust to subsequent liens or charges therein.

9. FULL RECONVEYANCE: On written request of Beneficiary stating that all sums secured hereby have been paid or otherwise secured or satisfied, and on surrender of this Second Position Deed of Trust and such Promissory Note to Trustee for cancellation and retention and upon payment of Trustee's fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance accepted under this Second Position Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

10. TRUSTEE'S SALE ON DEFAULT: On default by Trustor in payment of any indebtedness secured hereby, TIME BEING OF THE ESSENCE, or in performance of any agreement hereunder, or if Trustor is adjudicated bankrupt or made Defendant in a bankruptcy or receivership proceeding, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of default Beneficiary shall execute or cause Trustee to execute a written notice of such default and of its election to cause to be sold the herein described property to satisfy the obligation hereof, and shall cause such notice to be recorded as then required by law.

On notice of default and notice of sale as then required by law and elapse of the then required time period after recordation of notice of default, Trustee, without further demand on Trustor, shall sell such property at the time and place of sale fixed by it in such notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash, payable at time of sale. Trustee may postpone sale or all or any portion of such property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the proceeding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, as hereunder defined, may purchase at such sale.

After deducting all costs, fees, and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorney fees in connection with the sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid with accrued interest at the rate provided on the principal debt, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

11. GENERAL PROVISIONS: This Second Position Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "Beneficiary" shall mean the holder and owner, including pledgee, of the Promissory Note secured hereby, whether or not named as a Beneficiary herein. In this Second Position Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

12. ACCEPTANCE BY TRUSTEE: Trustee accepts this Trust when this Second Position Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other security instrument or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

13. SUBSTITUTION OF TRUSTEE: Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place and stead of Trustee herein named, and thereupon, Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

14. LAW APPLICABLE: That this Deed of Trust shall be construed according to the laws of the State of Nebraska.

The undersigned Trustor requests that a copy of any notice of default and notice of sale hereunder be mailed to her at her address hereinabove set forth.

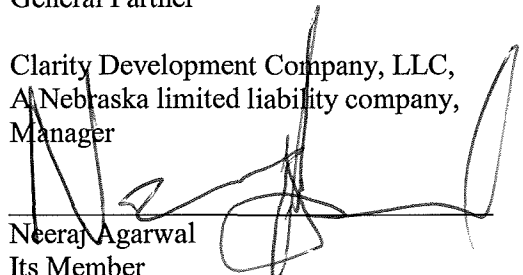
(Executed on Following Page)

IN WITNESS WHEREOF, the undersigned has executed this Second Position Deed of Trust effective as of the date set forth above.

BHRHUD, LP, a Nebraska limited partnership

By: HUDBLAIRGP, L.L.C.  
A Nebraska limited liability company,  
Its: General Partner

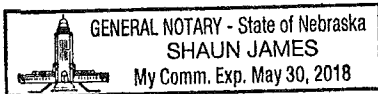
By: Clarity Development Company, LLC,  
A Nebraska limited liability company,  
Its: Manager

By:   
Neeraj Agarwal  
Its: Its Member

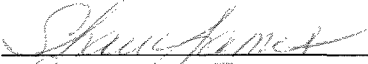
STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS     )

On this 1st day of April, 2017, before me, the undersigned, a Notary Public, duly commissioned and qualified in the State of Nebraska, personally came Neeraj Agarwal, Member of Clarity Development Company, LLC, the Manager of HUDBLAIRGP, L.L.C., the general partner of BHRHUD, LP, the Trustor of the foregoing instrument, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his duly authorized act and deed on behalf of BHRHUD, LP.

Witness my hand and notarial seal the date last above written.



SEAL

  
\_\_\_\_\_  
Shaun James, Notary Public  
My Commission Expires: April 30, 2018

## 5.1 HUD Secondary Financing Rider

*To be used when private, non-governmental sources provide secured, secondary financing.*

This Rider (“Rider”) is attached to and made a part of (i) that certain Promissory Note (herein, the “Junior Note”) dated April 1, 2017 from BHRHUD, LP, a Nebraska limited partnership (the “Borrower”) in favor of Clarity Development Company, LLC, a Nebraska limited liability company (herein, the “Junior Lender”) in the principal amount of \$2,775,000 evidencing a loan (herein, the “Junior Loan”) from Junior Lender to Borrower and (ii) that certain Second Position Deed of Trust (herein, the “Junior Mortgage”) dated April 1, 2017 from Borrower in favor of Junior Lender. The Junior Note and Junior Mortgage and any and all other documents now or hereafter executed and/or delivered in connection with the Junior Loan are hereafter collectively referred to as the “Junior Loan Documents.” The terms and conditions of this Rider supersede all other terms of the Junior Loan Documents, and, should there be any conflict or inconsistency between this Rider and any other provisions of the Junior Loan Documents, the terms and conditions of this Rider shall prevail.

As used herein, “Senior Loan Documents” shall mean (i) that certain Note (herein, the “Senior Note”) dated April 1, 2017 from BHRHUD, LP (the “Borrower”) in favor of Gershman Investment Corp., (herein, the “Senior Lender”), in the principal amount of \$16,603,500.00 evidencing a loan (herein, the “Senior Loan”) from Senior Lender to Borrower and (ii) that certain Construction Security Agreement a/k/a Multifamily Deed of Trust, Security Agreement, Assignment of Rents, and Fixture Filing (Nebraska) (herein, the “Senior Mortgage”) dated April 1, 2017 from Borrower in favor of Senior Lender, granting a mortgage on the project known as Blair High Residences, FHA Project No. 103-35172 (herein, the “Project”); (iii) that certain Regulatory Agreement (herein, the “Regulatory Agreement”) dated April 1, 2017 by and between Borrower and the Secretary of Housing and Urban Development (herein, “HUD”); and (iv) any and all other documents required by Senior Lender and/or HUD in connection with, evidencing and/or securing the Senior Loan.

The Junior Lender, by acceptance of delivery and recordation of the Junior Mortgage, and the Borrower, by execution of the Junior Mortgage, agree to the following provisions incorporated in said Mortgage to the same extent as if fully rewritten therein:

1. The Junior Loan Documents and all amounts now and/or hereafter advanced thereunder and/or secured thereby are specifically subordinate to the Senior Loan Documents and all amounts now and/or hereafter advanced thereunder and/or secured thereby.
2. The Junior Note may not mature, and may not bear a maturity date, prior to the date on which the Senior Note matures. The term of the Junior Loan may be extended if the Junior Note matures, there are no surplus cash funds available for repayment and the Senior Loan has not been retired in full or HUD grants a deferment of amortization or forbearance that results in an extended maturity of the Senior Loan.
3. The Junior Loan may be assumed when a sale or transfer of the physical assets occurs under the following conditions:
  - a. Not more than the excess, if any, of (i) 75 percent of the net proceeds of the sale or transfer is applied to the reduction of the Junior Loan over (ii) the amount paid on


account of any other loans with respect to the Project which are junior to the Senior Loan but senior to the Junior Loan; provided, however, that if there are other loans which have the same priority as the Junior Loan, the foregoing amount shall be allocated *pari passu* among such loans based upon the total outstanding indebtedness of each.

- b. As used herein, net proceeds are the funds available to the Borrower after:
  - i. Correcting any monetary or covenant default under any of the Senior Loan Documents, and
  - ii. Making required contributions to any reserve funds and needed improvements to the Project as evidenced by HUD's annual inspection reports.
4. If HUD approves a sale of the project pursuant to HUD guidelines for transfers of physical assets, then Junior Lender will agree to such transfer of ownership of the project.
5. The Junior Note, Junior Mortgage and all other Junior Loan Documents automatically terminate if HUD acquires title to the project by foreclosure or a deed in lieu of foreclosure.
6. All work performed with the proceeds of the Junior Mortgage must be cost certified and conformed to Davis-Bacon requirements, if applicable in accordance with Program Obligations.
7. The Junior Mortgage is subject to and subordinate to the Senior Mortgage, the Regulatory Agreement and that certain Building Loan Agreement between the Borrower and Senior Lender.
8. Proceeds of the Junior Loan may only be used to cover allowable project costs or any anticipated operating shortfall.
9. As long as HUD or its successors or assigns is the insurer or holder of the Senior Mortgage, any payments due under the Junior Loan Documents shall be payable only from 75 percent of available "surplus cash" (or "residual receipts") as that term is defined in the Regulatory Agreement and subject to the availability of such surplus cash (or residual receipts) in accordance with the provision of said Regulatory Agreement. The restriction on payment imposed by this paragraph shall not excuse any default caused by failure of the Borrower to pay the indebtedness evidenced by the Junior Note.
10. Borrower has obtained the prior written consent of the Senior Lender to the existence of the Junior Loan.
11. To the extent that the Junior Note provides for payments of principal and interest, such principal and interest shall be due and payable on or after the maturity date of the Senior Loan, provided that if the Senior Loan is prepaid in full, to the extent otherwise provided in the Junior Loan Documents, the holder of the Junior Note, at its option upon 30-days notice, may declare the whole principal sum or any balance thereof, together with interest thereon, immediately due and payable. Interest due pursuant to the terms of the Junior Note that is not paid in accordance therewith shall not create any default in the terms of the Junior Note, but shall accrue and be payable in full at or after the date of maturity of the Senior Loan.

12. The Junior Note is non-negotiable and may not be sold, transferred, assigned, or pledged by the Junior Lender except with the prior written approval of HUD.
13. The Junior Lender certifies that the Junior Loan Documents represent a bona fide transaction and that it fully understands all of HUD's requirements for such secondary financing [add for nonprofit borrowers: "and that no prepayment of principal or interest shall be accepted without evidence that HUD has authorized such prepayment. If an unauthorized prepayment is accepted, the funds shall be held by the Junior Lender in trust for the Project"].
14. In the event of any conflict between (i) any of the Junior Loan Documents, and (ii) any of the Senior Loan Documents, the Section of the National Housing Act under which HUD insures the Senior Mortgage, and/or any applicable HUD rule, regulation or requirement (collectively, the "HUD Documents and Requirements"), the HUD Documents and Requirements shall be controlling in all respects.

JUNIOR LENDER:

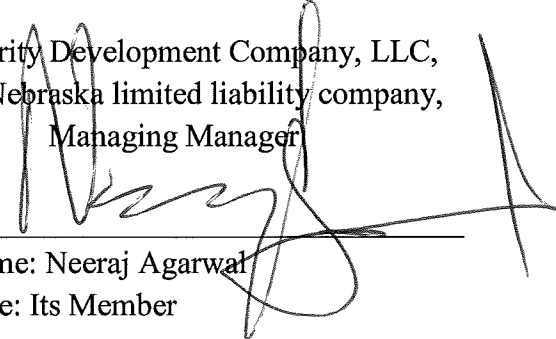
Clarity Development Company, LLC,  
a Nebraska limited liability company,

By:   
Name: Thomas McLeay  
Title: Authorized Signatory

BORROWER:

BHRHUD, LP,  
a Nebraska limited partnership

By: HUDBLAIRGP, L.L.C.  
A Nebraska limited liability company,  
Its: General Partner

By:   
Clarity Development Company, LLC,  
A Nebraska limited liability company,  
Its: Managing Manager

By: \_\_\_\_\_  
Name: Neeraj Agarwal  
Title: Its Member

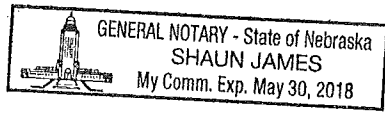


STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 1<sup>st</sup> day of April, 2017, before me, the undersigned, a Notary Public, duly commissioned and qualified in the State of Nebraska, personally came Thomas McLeay, the Authorized Signatory of Clarity Development Company, LLC, the Junior Lender of the foregoing instrument, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his duly authorized act and deed on behalf of Clarity Development Company, LLC.

Witness my hand and notarial seal the date last above written.

SEAL



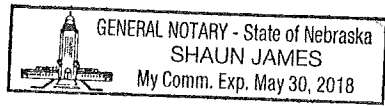
Shaun James  
Shaun James, Notary Public  
My Commission Expires: May 30, 2018

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 1<sup>st</sup> day of April, 2017, before me, the undersigned, a Notary Public, duly commissioned and qualified in the State of Nebraska, personally came Neeraj Agarwal, Member of Clarity Development Company, LLC, the Manager of HUDBLAIRGP, L.L.C., the general partner of BHRHUD, LP, the Borrower of the foregoing instrument, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the same to be his duly authorized act and deed on behalf of BHRHUD, LP.

Witness my hand and notarial seal the date last above written.

SEAL



Shaun James  
Shaun James, Notary Public  
My Commission Expires: May 30, 2018

## **MORTGAGE LOAN RIDER**

This Rider is attached to and made a part of the promissory note, the mortgage or trust deed, the loan agreement, and other document(s) evidencing, securing, and governing a loan in the amount of Two Million Seven Hundred Seventy-Five Thousand Dollars (\$2,775,000) (the "Loan") made by Clarity Development Company, LLC, a Nebraska limited liability company ("Lender") to BHRHUD, LP, a Nebraska limited partnership ("Borrower" or "Partnership") for the construction or rehabilitation of 192 low-income residential apartment units, located in Douglas County, Nebraska (the "Project"). The Amended and Restated Agreement of Limited Partnership forming or continuing the Partnership is referred to herein as the "Partnership Agreement."

The parties hereto agree that the following covenants, terms, and conditions shall be part of and shall modify or supplement each of the documents evidencing, securing, or governing the disbursement of the Loan (the "Loan Documents"), and that in the event of any inconsistency or conflict between the covenants, terms, and conditions of the Loan Documents and this Rider, the following covenants, terms, and conditions shall control and prevail:

1. The Loan is a nonrecourse obligation of Borrower. Neither Borrower nor any of its general and limited partners (or, if Borrower is not the Partnership, the general and limited partners of the Partnership), nor any other party shall have any personal liability for repayment of the Loan. The sole recourse of Lender under the Loan Documents for repayment of the Loan shall be the exercise of its rights against the Project and related security thereunder.
2. Neither the withdrawal, removal, replacement, and/or addition of a general partner or a limited partner of the Partnership pursuant to the terms of the Partnership Agreement, shall require the consent of Lender or cause a default under the Loan Documents.
3. If a monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Lender shall give Borrower and each of the general and limited partners of the Partnership, as identified in the Partnership Agreement, simultaneous written notice of such default. Borrower shall have a period of seven (7) days after such notice is given within which to cure the default prior to exercise of remedies by Lender under the Loan Documents.
4. If a non-monetary event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder Lender shall give Borrower and each of the general and limited partners of the Partnership, as identified in the Partnership Agreement, simultaneous written notice of such default. If the default is reasonably capable of being cured within thirty (30) days, Borrower shall have such period to effect a cure prior to exercise of remedies by Lender under the Loan Documents. If the default is such that it is not reasonably capable of being cured within thirty (30) days, and if Borrower (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works

to effect a cure as soon as possible, then Borrower shall have such additional time as is reasonably necessary to cure the default prior to exercise of any remedies by Lender. In no event shall Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within one hundred eighty (180) days after the first notice of default is given.

5. In the event of any fire or other casualty to the Project or eminent domain proceedings resulting in condemnation of the Project or any part thereof, Borrower shall have the right to rebuild the Project, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Loan in balance and rebuild the Project in a manner that provides adequate security to Lender for repayment of the Loan or if such proceeds are insufficient then Borrower shall have funded any deficiency, (b) Lender shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no material default then exists under the Loan Documents. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Loan in a manner that provides adequate security to Lender for repayment of the remaining balance of the Loan.
6. Any cure of any default or Event of Default made or tendered by any limited partner of the Borrower shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.
7. There shall be no default for construction or rehabilitation delays beyond the reasonable control of Borrower, provided that such delays do not exceed one hundred eighty (180) days.
8. Notwithstanding anything contained herein to the contrary, for a period of seventeen (17) years from the date hereof, Lender shall not (i) commence foreclosure proceedings with respect to the Project or exercise any other rights or remedies it may have under the said Loan Documents, including, but not limited to, accelerating sums due under the said Note evidencing the Loan, collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies hereunder and (ii) join with any other creditor in commencing any bankruptcy reorganization arrangement, insolvency or liquidation proceedings with respect to the Borrower.
9. In any approval, consent, or other determination by Lender required under any of the Loan Documents, Lender shall act reasonably and in good faith.
10. Notwithstanding anything contained in the Loan Documents to the contrary, the Lender acknowledges and agrees that the following shall constitute a permitted encumbrance with respect to the Property, and shall be included in the definition of "Permitted Liens":

the extend use agreement entitled Regulatory Agreement and Declaration of Restrictive Covenants to be entered into by and between the Borrower and the Douglas County Housing Authority, and to be recorded with the Douglas County Register of Deeds. Lender agrees to subordinate the Loan and Lender's rights under the Loan Documents executed in conjunction therewith to the relevant provisions of said extended use agreement.

11. Copies of any and all notices of default and any and all other notices that may be given by Lender to Borrower shall be sent, in the same manner as the notice is given to Borrower, to Borrower's limited partner at the following address:

CREA, LLC  
30 S. Meridian Street  
Suite 400  
Indianapolis, Indiana 46204  
Attention: Asset Management

Borrower's limited partner may change its address for receipt of copies of notices by giving notice in writing stating its new address to Lender. Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be effective for purposes of all such copies of notices required to be sent by Lender to Borrower's limited partner.

(continued on next page)

In Witness Whereof, the undersigned have caused this Rider to be executed this 1st day of April, 2017.

Borrower:

BHRHUD, LP,  
a Nebraska limited partnership

By: \_\_\_\_\_

Neeraj Agarwal  
Authorized Signatory

Lender:

Clarity Development Company, LLC  
a Nebraska limited liability company

By: Conservatory Park, LLC

a Nebraska limited liability company  
Its: Manager

By: \_\_\_\_\_

Thomas McLeay  
Manager and Member