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RECORD & RETURN TO
CT LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071
23096481-NE-Lancaster

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RECOGNITION AGREEMENT

RECOGNITION AGREEMENT (this "Agreement") made as of the 26 day of April, 2010, among ZITTODYNE, LLC, a Nebraska limited liability company, with an address of 3341 Pioneers Blvd., Lincoln Nebraska 68506 ("Landlord"); UBS FINANCIAL SERVICES INC., a Delaware corporation, with an address at 1000 Harbor Boulevard, Fifth Floor, Weehawken, New Jersey 07086 ("Tenant"); and VILLAGE GARDENS VILLAGE CENTER ASSOCIATION, a Nebraska non-profit, non-stock, membership corporation, with an address at 5625 Pine Lake Rd. (the "Association").
Lincoln, NE 68516

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a lease dated as of April 26, 2010 (as the same may be amended, renewed or extended, the "Lease"), demising to the Tenant certain premises consisting of approximately 12,537 rentable square feet (the "Premises") in the planned unit development known as Village Gardens Village Center located at 5625 Pine Lake Lincoln, Nebraska, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Development"), which development is subject to and restricted by The Declaration of Covenants, Conditions, Restrictions, and Easements for Village Gardens Village Center from Village Gardens Development Company, LLC, as declarant, dated as of November 21, 2006, and recorded on November 28, 2006, with the Lancaster County, Nebraska Register of Deeds, as Instrument No. 2006058420 (the "Declaration").

WHEREAS, the Association may have a lien (the "Lien") on the Premises pursuant to the Declaration and applicable law to secure unpaid common charges and/or assessments and/or other fees and charges set forth in the Declaration; and

WHEREAS, Landlord, Tenant and the Association desire to enter into this Agreement upon the terms, covenants and conditions contained herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, the parties agree as follows:

1. All capitalized terms set forth herein shall have the meanings ascribed to such terms in the Lease unless otherwise defined herein.
2. The Association hereby consents to the execution and delivery of the Lease by Landlord and Tenant.
3. Notwithstanding anything to the contrary contained in the Declaration, the Association agrees that (a) it shall not exercise any powers granted to it under the Declaration that restrict or conflict

with the rights of Tenant provided for in this Agreement or the Lease, (b) Tenant shall not be required to perform any obligations under the Declaration which are in excess of those obligations of Tenant as set forth in the Lease and (c) in the event of any conflict between the terms, covenants or conditions of the Lease and the Declaration, the Lease shall control.

4. The Association represents and warrants that the Declaration is unmodified and is in full force and effect. The Association represents and warrants that, as of the date hereof, (a) the Association has not sent written notice to Landlord claiming a default of any of the Landlord's obligations under the Declaration and (b) Landlord is current in its payment of all amounts due and owing to the Association.

5. The Association agrees that Tenant shall not be bound by any amendment to the Declaration, or any action, rule, regulation, easement, license, covenant, restriction or declaration enacted, effected, taken or entered into by the Association following the date of this Agreement, which deprives Tenant of any rights granted to Tenant hereunder or under the Lease, unless Tenant has consented in writing to such amendment, rule or regulation, easement, license, covenant, restriction or declaration.

6. The Association consents to Tenant's signage under the Lease, including Tenant's signage affixed to the façade of the building in which the Premises is located. The Association agrees that its consent shall not be required for any subsequent signage which is permitted under the Lease.

7. The Association agrees, at no out-of-pocket cost or expense to the Association, to cooperate with Tenant in all respects in connection with Tenant's construction, use and operation of the Premises, including promptly executing any required documents or submissions in connection therewith. The Association consents to all of Tenant's work and alterations under the Lease (including Tenant's choice of contractor) once approved by Landlord, to the extent its approval is required. The Association agrees that its consent shall not be required for Tenant to perform any future work or alterations or to select any contractor for which Landlord's consent is not required under the Lease. In the event that Landlord's consent is required under the Lease for Tenant to perform alterations or work or to select a contractor, the Association agrees that it shall be deemed to have consented to any alterations or work or contractor to which the Landlord has consented. In no event shall a Lot Development Plan (as defined in the Declaration) be required in connection with any alterations performed by or on behalf of Tenant in the Premises.

8. The Association consents to Tenant's use of the Premises pursuant to Article 6 of the Lease.

9. The Association acknowledges, accepts and consents to (a) Tenant's right to place HVAC equipment on the roof of the building in which the Premises is located, (b) Tenant's right to place telecommunications equipment on the roof of the building in which the Premises is located in accordance with the terms of the Lease and (c) Tenant not screening or shielding such equipment described in clauses (a) and (b) herein nor painting such equipment to blend into the building's surfaces.

10. The Association agrees that all access to the Premises by either party or on its behalf shall be in accordance with all provisions contained in the Lease and applicable to Landlord's access to the

Premises. The Association shall at all times use commercially reasonable efforts to minimize the disturbance caused by any such entry onto the Premises.

11. The Association agrees (a) to maintain the insurance required of it under the Declaration, (b) that the waiver of claims and subrogation provisions set forth in Section 13(c) of the Lease shall be deemed a three party agreement binding among and incurring to the benefit of Landlord, Tenant and the Association and (c) Tenant shall have absolutely no liability for the payment of any insurance deductibles or self-insurance maintained by the Association, Landlord or any other occupant of the Development.

12. Subject to the terms of this Agreement, Tenant agrees that Tenant's interest in the Lease is subject and subordinate to the Declaration. Further, so long as no default under the Lease has continued beyond the expiration of any applicable notice and cure period, Tenant's right to use the Common Areas (as defined in Exhibit 1 attached hereto) shall not be in any way affected by any failure of Landlord to pay common charges under the Declaration or any other infraction of any published regulations governing the use and maintenance of the Common Areas, and Tenant shall not be named or joined in any action or proceeding to foreclose the Lien, and the Lease shall not be terminated, nor shall the Tenant's use, possession, or enjoyment of the Premises be impinged, nor shall the leasehold estate granted by the Lease be affected in any manner, nor shall any of the rights of the Tenant granted under the Lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such Lien, or in the exercise of any rights of the Association or any party acquiring the interest of the Landlord by reason of foreclosure of such Lien and such party's successors and assigns (the Association and any acquiring party and such party's successors and assigns, the "Successor Landlord") or in case the Successor Landlord takes possession of the Premises pursuant to any provisions of the Declaration, or otherwise.

13. Upon a Successor Landlord acquiring the interest of Landlord under the Lease for any of the reasons specified in Paragraph 12 above, (a) Tenant shall attorn to Successor Landlord and shall recognize Successor Landlord as the landlord under the Lease; (b) Successor Landlord shall recognize such attornment and perform all obligations of Landlord under the Lease; and (c) Tenant and Successor Landlord shall promptly execute and deliver any agreement that Successor Landlord may reasonably request to evidence such attornment (but failure to execute such agreement shall not affect Tenant's obligation to attorn or its rights set forth in this Paragraph). Upon such attornment, the Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor Landlord and Tenant, upon all of the terms, conditions and covenants as are set forth in the Lease, and in no event shall Tenant's rights under the Lease be decreased or Tenant's obligations increased.

14. The Association shall send Tenant at the address set forth in this Agreement copies of any default notices given to Landlord simultaneously with the giving of such notices to Landlord, provided that and only if the Landlord's failure to so remedy could result in the termination of the Lease.

15. This Agreement may not be amended or terminated unless in writing and duly executed by the party against whom the same is sought to be asserted and constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in counterparts,

each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

16. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall run with the land and bind all future boards of directors and owners of the Premises. This Agreement may be recorded by Tenant.

17. The Association represents that it has the power and authority to make and perform its obligations under this Agreement and this Agreement is a valid and binding obligation of the Association enforceable against the Association in accordance with its terms.

18. Any notices, demands, requests or other communications required to be given under this Agreement shall be deemed sufficiently given or rendered if in writing, sent by Federal Express or other reputable national overnight courier or by United States registered or certified mail (return receipt requested) addressed to:

- (i) Tenant at Tenant's address as set forth on the first page of this Agreement to the attention of the Director of Branch Facilities, with a copy to:

UBS Financial Services Inc.
1000 Harbor Boulevard - Fifth Floor
Weehawken, New Jersey 07086
Attn: Managing Attorney
Real Estate/Legal Department

- (ii) Landlord at Landlord's address set forth in this Agreement,
- (iii) Association at Association's address set forth in this Agreement,
- (iv) or to such other address as either Association, Landlord or Tenant may designate as its new address for such purpose by notice given to the other party in accordance with the provisions of this Paragraph.

Any such notice, demand, request or other communication shall be deemed to have been rendered or given on the date when it shall have been delivered (or such delivery is refused) as evidenced by an appropriate written receipt.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LANDLORD:

ZITTODYNE, LLC


By:


Name: Samuel J. Manzi
Title: Member


TENANT:

UBS FINANCIAL SERVICES INC.

By:


Name: EDWARD CEVETELLO
Title: EXECUTIVE DIRECTOR


By:


Name: CATHLEEN ARCIOLD
Title: DIRECTOR

ASSOCIATION:

VILLAGE GARDENS VILLAGE CENTER ASSOCIATION

By:

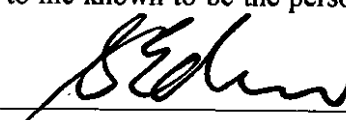

Name: Daniel B. Capone
Title: President

ACKNOWLEDGEMENTS

[INSERT NEBRASKA FORM OF ACKNOWLEDGEMENT FOR LANDLORD AND ASSOCIATION]

STATE OF New Jersey)
COUNTY OF Hudson) ss.

Subscribed and sworn to before me this 26th day of April, 2010, the above named Edward Cavetello, as Executive Director and Cathleen Arnold, as Director of UBS Financial Services Inc., to me known to be the person (s) who executed the foregoing document and acknowledged the same.


_____, Notary Public
_____, County,
My Commission Expires: SONIA EDMAN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 11, 2014

STATE OF _____)
COUNTY OF _____) ss.

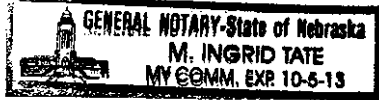
Subscribed and sworn to before me this ____ day of _____, 2010, the above named _____, as _____ and _____, as _____ of UBS Financial Services Inc., to me known to be the person (s) who executed the foregoing document and acknowledged the same.

_____, Notary Public
_____, County,
My Commission Expires: _____.

ACKNOWLEDGEMENTS

STATE OF Nebraska)
COUNTY OF Lancaster) ss.

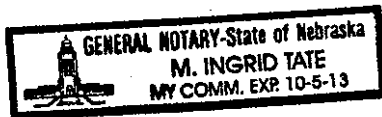
The foregoing instrument was acknowledged before me this 27 day of April, 2010, by Daniel J. Mergitt, Manager of Zittodyne, LLC, a Nebraska limited liability company, for and on behalf of the company.



M Ingrid Tate
Notary Public

STATE OF Nebraska)
COUNTY OF Lancaster) ss.

The foregoing instrument was acknowledged before me this 29 day of April, 2010, by Richard B. Campbell, President of Village Gardens Village Center Association for and on behalf of the association.



M Ingrid Tate
Notary Public

EXHIBIT A

Lots 1 through 4, Block 1; Lot 1, Block 3; Outlots F, G, H, I, J, K, L, M, N, O and P, Village Gardens 1st Addition, Lincoln, Lancaster County, Nebraska,

NOW KNOWN AS:

Lots 3 and 4, Block 1; Lot 1, Block 3; Outlots L and P, Village Gardens 1st Addition, Lincoln, Lancaster County, Nebraska,

AND

Lots 3 through 6; Outlots A, B, C, D, E, F, G, H and I, Village Gardens 6th Addition, Lincoln, Lancaster County, Nebraska,

AND

Lot 1, Village Gardens 6th Addition, Lincoln, Lancaster County, Nebraska, NOW KNOWN AS: Units 1, 2 and 3, Carriage House Condominium Property Regime, Lincoln, Lancaster County, Nebraska,

AND

Lots 1 and 2, Village Gardens 8th Addition, Lincoln, Lancaster County, Nebraska.