



RETURN TO:

Space Above Reserved for Recording Information

Christina Fink
MCGILL, GOTSCHNER, WORKMAN & LEPP, P.C., L.L.O.
11404 W. Dodge Rd., Suite 500
Omaha, NE 68154-2584

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made this 11th day of December, 2019, by and between AMERICAN NATIONAL CORPORATION, a Nebraska corporation ("Licensor"), and PLASTI-PARS REAL ESTATE PARTNERSHIP, a real estate partnership ("Licensee").

RECITALS

This Agreement is made with reference to the following facts and objectives:

A. Licensor is the owner of those parcels of real estate legally described on Exhibit "A" ("American National Property").

B. Licensee is the owner of the parcel of real estate legally described on Exhibit "B" ("Plasti-Pars Property").

C. Licensor is constructing a road on the American National Property, which is adjacent to the Plasti-Pars Property, to permit vehicular and pedestrian ingress and egress to and from 88th Plaza which is further described on Exhibit "C" ("Road").

D. Licensor and Licensee both have been granted easements to use 88th Plaza, a private road, for vehicular purposes.

E. Licensee has requested that Licensor grant it a license ("License") (i) for egress and ingress to the Plasti-Pars Property, and (ii) to create two (2) entrances and/or exits on the Road to access the Plasti-Pars Property as further described on Exhibit "D" ("Access Points").

F. Licensor is willing to grant said License under the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. Licensor grants unto Licensee upon the terms and condition set forth in this Agreement, a nonexclusive License to use the Road and connect the Access Points to the Road for purposes of pedestrian and vehicular egress and ingress to the Plasti-Pars Property (and for no other purpose without the written consent of Licensor, which consent may be withheld in Licensor's absolute discretion). It is acknowledged that no fees or similar charges are due or payable by Licensee under this License Agreement.

2. Term. The term of this License shall be perpetual and run with the land; provided however, that in all events Licensor may revoke the License in Licensor's sole and absolute discretion with one-hundred eighty (180) day prior written notice to Licensee. Licensee shall thereupon cease all use of the Road.

3. Construction and Maintenance. Licensor shall pay the costs to construct the Road and the Access Points. During the term of this Agreement, Licensee shall maintain and replace or repair the Access Points to keep them in good condition including any needed snow removal.

4. Restoration. On termination of this License, Licensor shall, at Licensor's expense, eliminate the Access Points and reasonably restore Licensee's property.

5. Indemnification. Licensee shall indemnify, defend and hold Licensor harmless from and against any and all claims, demands, attorneys' fees, damages, and expenses incurred by Licensor or its shareholders, directors, officers, employees, agents, tenants or invitees arising out of any injury or damage to any person or property caused by Licensee's or its partners, officers, employees, agents, or invitees' use of the Road and Access Points.

6. Amendment and Waiver. This Agreement may be amended and any provision hereof may be waived, provided that any such amendment or waiver will be binding only if set forth in a writing executed by each of the parties.

7. Successors and Assigns. The rights and obligations of the parties under this Agreement shall be binding upon their respective successors, transferees and assigns.

8. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter hereof.

9. Severability. In the event that any section, paragraph, subparagraph, sentence, clause, phrase or term of this Agreement shall be declared invalid, such invalidity shall not thereby affect or impair the validity of the remainder of the Agreement.

10. Governing Law. The substantive law of the State of Nebraska will govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

11. Counterparts. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

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

LICENSOR:
American National Corporation:

By: [Signature]
Name: Jim Burns
Title: SVP

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

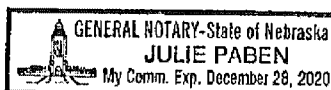
LICENSEE:
Plasti-Pars Real Estate Partnership

By: [Signature]
Name: John J. Edney
Title: Vice President
Plasti-Pars Real Estate Partnership

The foregoing instrument was acknowledged before me this 11 day of December 2019 by Jim Burns, the SVP of and on behalf of American National Corporation, a Nebraska corporation.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

[Signature]
Notary Public



The foregoing instrument was acknowledged before me this 11 day of December 2019 by John Edney, the V.P. of and on behalf of Plasti-Pars Real Estate Partnership, a real estate partnership.



[Signature]
Notary Public

Exhibit "A"

American National Property

Lots 1 and 2, Brase Addition, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, except that part conveyed to the City of Omaha by Warranty Deed dated April 8, 2002 and filed December 13, 2002 in Book 2229 at Page 162 of the Deed Records of Douglas County, Nebraska

and

That part of the South 1/2 of Lot 6, Pierson's Subdivision of the South 1/2 of the Southwest Quarter and the West 1/2 of the Southeast Quarter of Section 15, Township 15, Range 12 East of the 6th P.M., as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows:

Commencing at a point 118.5 feet North of the Southeast corner of said Lot 6; thence West parallel to the South line of said Lot 6, 249.2 feet to the East face of the East curb of Private Road adjoining the tract hereby conveyed on the West; thence North along said curb 13 degrees 23' West, 204.3 feet to the North line of the South 1/2 of said Lot 6; thence East along the North line of the South 1/2 of said Lot 6, 294 feet to the East line of said Lot 6, thence South along the East line of said Lot 6, 199 feet to the place of beginning.

and

The North 109.5 feet of the parcel of land described as follows: That part of Lots 6 and 15, Pierson's Subdivision, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of said Lot 15, thence South along the East line of said Lot 15 for 100 feet, thence West along a line 100 feet South of and parallel to the North line of said Lot 15 for 218.40 feet to the West face of the East curb of paved driveway; thence North along said West face for 9.0 feet; thence Northwesterly on a 9 degree 30' curve to the left for 140.5 feet; thence North 13 degrees 23' West for 71.7 feet; thence East along a line 118.5 feet North of and parallel to the South line of said Lot 6 for 249.2 feet; thence South 118.5 feet to the point of beginning.

Except that part now platted and becoming part of Lot 2, Brase Addition to the City of Omaha as surveyed, platted and recorded in Douglas County, Nebraska

Exhibit "B"

Plasti-Pars Property

A part of Lot 15 in Pierson's Subdivision, now a part of the City of Omaha, located in the Southeast Quarter of Section 15, Township 15 North, Range 12, East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter of Section 15; thence South $86^{\circ} 29' 05''$ East (assumed bearing), along the South line of said Section 15, a distance of 433.04 feet, thence North $03^{\circ} 30' 55''$ East, a distance of 60.00 feet to a point on the North right-of-way line of Dodge Street, said point also being the point of beginning; thence North $04^{\circ} 05' 26''$ East, a distance of 249.55 feet; thence South $86^{\circ} 25' 06''$ East, a distance of 221.60 feet to a point on the East line of said Lot 15, Pierson's Subdivision; thence South $03^{\circ} 01' 57''$ West, along said East line of Lot 15, Pierson's Subdivision, a distance of 249.29 feet to a point on said North right-of-way line of Dodge Street; thence North $86^{\circ} 29' 05''$ West, along said North right-of-way line of Dodge Street, a distance of 226.21 feet to the point of beginning, together with an ingress and egress easement recorded in Book 652, Page 668, in part of Lot 15, Pierson's Subdivision, more particularly described as follows:

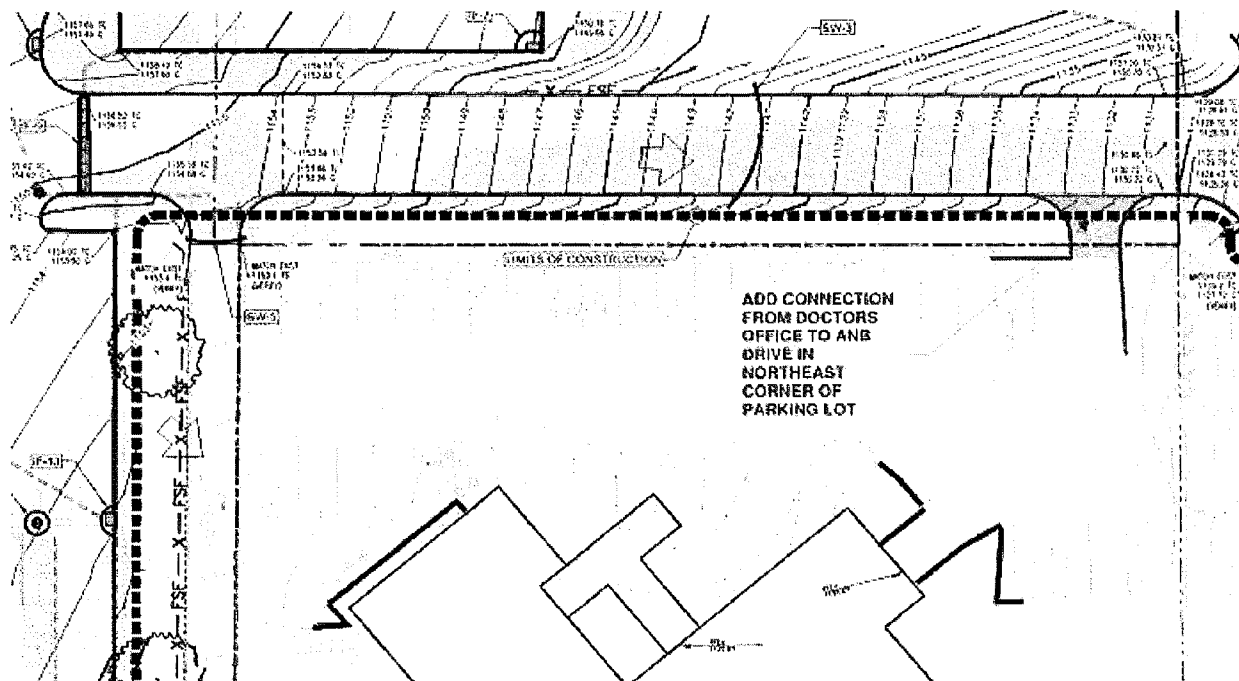
Commencing at the Southwest corner of said Southeast Quarter of Section 15; thence South $86^{\circ} 29' 05''$ East (assumed bearing) along the South line of said Section 15 a distance of 421.04 feet; thence North $03^{\circ} 30' 55''$ East, a distance of 60.00 feet to a point on the North right-of-way line of Dodge Street, said point also being the point of beginning; thence North $04^{\circ} 05' 26''$ East, a distance of 249.57 feet; thence South $86^{\circ} 25' 06''$ East, a distance of 12.00 feet; thence South $04^{\circ} 05' 26''$ West, a distance of 249.55 feet to a point on said North right-of-way line on Dodge Street; thence North $86^{\circ} 29' 05''$ West, along said North right-of-way line of Dodge Street, a distance of 12.00 feet to the point of beginning.

Except for the following:

The South 6.0 Feet Of The Part Of Said Lot 15 As Described Containing An Area Of 1357.3 Square Feet, More Or Less.

Exhibit "C"

Road



A strip of land running east and west, 25 feet wide, approximately 12 feet north of the northern property line of the Plasti-Pars Property, extending from the east at 88th Plaza to the western edge of the Plasti-Pars Property, as depicted above.

Exhibit “D”

Access Points

The two entrances and/or exits extending approximately 12 feet to connect the Plasti-Pars Property to the Road on the east (double lane) and west (single lane) portions of the northern border of the Plasti-Pars Property, as depicted on Exhibit “C”.