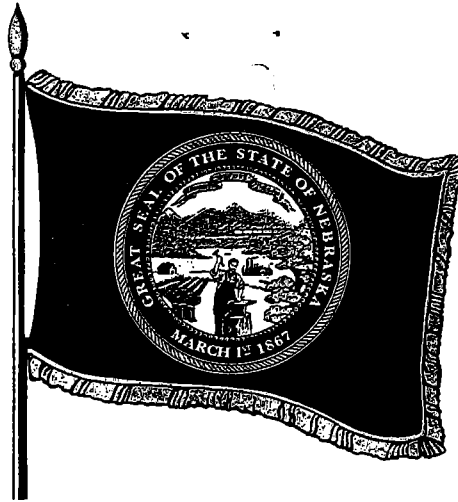


STATE OF

NEBRASKA



United States of America,  
State of Nebraska } ss.

Department of State  
Lincoln, Nebraska

I, John A. Gale, Secretary of State of Nebraska do hereby certify;

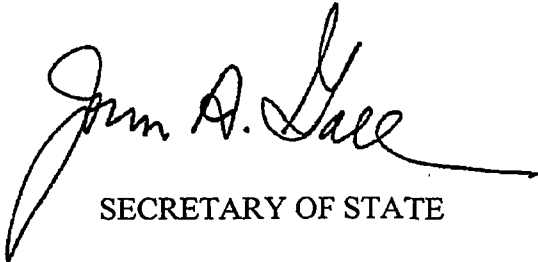
the attached is a true and correct copy of the Articles of Organization  
of

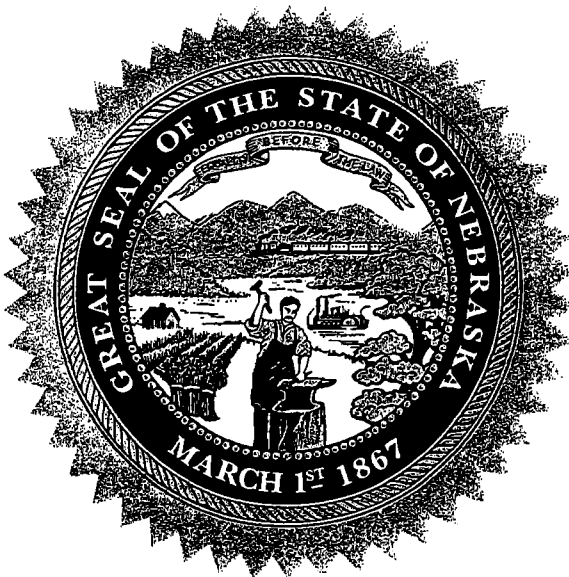
CRKF05, LLC

with its registered office located in ELKHORN, Nebraska, as filed in  
this office on May 6, 2005.

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the State  
of Nebraska on May 6, 2005.

  
SECRETARY OF STATE



**ARTICLES OF ORGANIZATION  
OF  
CRKF05, LLC**

**ARTICLE 1.  
Name**

The name of this limited liability company is CRKF05, LLC (the "Company").

**ARTICLE 2.  
Purpose and Powers**

2.1 Purposes. The purposes for which the Company is organized are to engage in any and all lawful businesses for which a limited liability company may be organized under the laws of the State of Nebraska.

2.2 Powers. The Company shall have and exercise all powers and rights conferred upon a limited liability company by the Nebraska Limited Liability Company Act, NEB. REV. STAT. §§ 21-2601 *et seq.* (the "Act"), and any enlargement of such powers conferred by subsequent legislative acts; and, in addition thereto, the Company shall have and exercise all powers and rights as are necessary, suitable, proper, convenient or expedient for the attainment of the purposes set forth in Section 2.1 above.

**ARTICLE 3.  
Principal Place of Business**

The Company's principal place of business in Nebraska is 22318 Homestead Road, Elkhorn, Nebraska 68022.

**ARTICLE 4.  
Registered Office and Registered Agent**

4.1 Office. The registered office of the Company is 22318 Homestead Road, Elkhorn, Nebraska 68022.

4.2 Agent. The name of the registered agent of the Company at such address is Thomas C. Denham.

**ARTICLE 5.  
Stated Capital**

The total amount of cash contributed to stated capital is \$1,000.00.

**ARTICLE 6.  
Additional Capital Contributions**

Any additional capital contributions to be made by the Members and the times at which or events upon the happening of which such additional capital contributions shall be made shall be as provided in the Operating Agreement of the Company.

**ARTICLE 7.**  
**Admission of Additional Members**

Additional Members shall be admitted to the Company, from time to time, upon such terms and conditions of admission provided in the Operating Agreement.

**ARTICLE 8.**  
**Management of the Company**

The overall management of the Company shall be vested in one or more Managers, as provided in the Operating Agreement. The name and address of the initial Manager is:

Thomas C. Denham  
22318 Homestead Road  
Elkhorn, Nebraska 68022

**ARTICLES 9.**  
**Internal Affairs**

The regulation of the internal affairs of the Company shall be set forth in the Operating Agreement of the Company, which shall govern the operation of the business and the Members accordingly.

IN WITNESS WHEREOF, these Articles of Organization have been executed by the undersigned, in duplicate, this 5 day of May, 2005.

  
\_\_\_\_\_  
Thomas C. Denham

**ARTICLES OF ORGANIZATION****OF****CHANDLER PROPERTIES, L.L.C.  
A Limited Liability Company**

The undersigned, desiring to form a limited liability company for the purposes hereinafter set forth, under and in conformity with the laws of the State of Nebraska, do hereby make this written certificate in duplicate and hereby verify:

**ARTICLE 1****Name**

The name of this limited liability company is Chandler Properties, L.L.C. (the "Company").

**ARTICLE 2****Duration**

The period of duration of the Company is perpetual.

**ARTICLE 3****Purpose and Powers**

3.1 Purposes. The Company shall engage in and have the power to do any lawful acts concerning any and all lawful business, other than banking or insurance, for which a limited liability company may be organized under the laws of the State of Nebraska, including but not limited to the ownership of commercial real estate.

3.2 Powers. The Company shall have and exercise all powers and rights conferred upon a limited liability company by the Nebraska Limited Liability Company Act, Neb. Rev. Stat. §§ 21-2601 et seq. (the "Act"), and any enlargement of such powers conferred by subsequent legislative acts.

**ARTICLE 4****Principal Place of Business**

The Company's principal place of business in Nebraska is 3409 Golfview Drive, Norfolk, Nebraska 68701.

ARTICLE 5  
Registered Office and Registered Agent

5.1 Office. The initial registered office of the Company is 3409 Golfview Drive, Norfolk, Nebraska, 68701.

5.2 Agent. The name of the initial registered agent of the Company at such address is Larry Bayer.

ARTICLE 6  
Stated Capital

The total amount of cash and a description and agreed value of all property, other than cash, initially contributed by the Members of the Company as a basis for capitalization of the Company are described below:

<u>Name of Member</u>	<u>Property Contributed</u>
Robert D. Taylor, Jr.	\$ 500.00
Bradley S. Love	\$ 750.00
Larry D. Bayer	\$ 750.00
Ron H. Wegleitner	\$ 750.00
Richard J. Salem	\$ 250.00
Shawn R. Walton	\$ 500.00
Paul A. Braunger	\$ 500.00
TOTAL	<u>\$4,000.00</u>

ARTICLE 7  
Additional Capital Contributions

Additional contributions to the capital of the Company shall be made at such times and in such amounts as the Members of the Company shall consent to in writing, as provided in the Operating Agreement of the Company.

ARTICLE 8  
Admission of Additional Members

Additional Members shall be admitted to the Company from time to time, upon the affirmative vote of a majority in interest of the then-existing Members.

ARTICLE 9  
Transfer or Assignment of Membership

No Member may transfer or assign by contract or operation of

law all or any portion of such Member's interest in the Company except as provided in the Operating Agreement.

ARTICLE 10  
Management of the Company

The management of the Company shall be vested in a Manager chosen by the Members. The Manager shall hold the office for the term and have the responsibilities accorded to him by the Members and as set forth in the Operating Agreement. The name and address of the initial Manager is:

<u>MANAGER'S NAME</u>	<u>ADDRESS</u>
Larry D. Bayer	3409 Golf View Drive Norfolk, NE 68701

The Members shall elect any successor to the initial Manager in the manner provided by the Operating Agreement.

ARTICLE 11  
Internal Affairs

The regulation of the internal affairs of the Company shall be as set forth in the Operating Agreement of the Company, which shall govern the operation of the business and the Members accordingly.

ARTICLE 12  
Amendments

These Articles of Organization shall be amended as the Act requires. In all other circumstances, these Articles may be amended upon the affirmative vote of a majority in interest of the Members of the Company.

The undersigned, being all the Members of the Company, hereby adopt and sign the foregoing Articles of Organization for the purposes of forming the Company under the Act.

Dated this 10 day of May, 2005.

MEMBERS:

  
Larry D. Bayer, Member

**ARTICLES OF ORGANIZATION  
OF  
CHANDLER-KUCERA PARTNERS, L.L.C.**

The undersigned, for the purposes of operating a limited liability company under the laws of the Nebraska Limited Liability Company Act, hereby certify and adopt the following Amended Articles of Organization:

**ARTICLE I**

**Name**

The name of the Company shall be Chandler-Kucera Partners, L.L.C.

**ARTICLE II**

**Duration**

The period of duration of the Company shall be perpetual.

**ARTICLE III**

**Purpose**

The purposes for which the Company is organized are to engage in or undertake any and all lawful business or enterprise whatsoever, and conduct any and all lawful activities which shall at any time appear conducive to or expedient for the protection or benefit of the Company and its Members.

**ARTICLE IV**

**Principal Place of Business**

The address of the Company's principal place of business in Nebraska is 1005 S. 107<sup>th</sup> Avenue, Suite 101, Omaha, NE 68114.

**ARTICLE V**

**Registered Agent**

The street address of the registered office of the Company is 1005 S. 107<sup>th</sup> Avenue, Suite 101, Omaha, NE 68114, and the name of the registered agent at such address is Sam R. Brower.

**ARTICLE VI**

**Contributions to Capital**

The total amount of cash contributed to capital is \$100.00; and a description and agreed value of property other than cash contributed is as follows: None. No member has agreed to make additional contributions to the Company.

**ARTICLE VII**  
**Additional Members**

The members of the Company shall have the right to admit additional members from time to time, upon approval by a majority in interest of the members, and upon such additional terms and conditions of admission as may be determined by the members.

**ARTICLE VIII**  
**Management**

Management of the Company shall be vested in its members in proportion to their contribution to the capital of the Company, as adjusted from time to time, to reflect additional contributions or withdrawals by the members and as more specifically set forth in the Operating Agreement. The names and addresses of the members are:

<u>Name of Member</u>	<u>Address</u>	<u>Percentage</u>
Steven R. Schell Revocable Trust	c/o Steven R. Schell 341 N. 94 <sup>th</sup> Street Omaha, NE 68114	17.5%
MGK & SGK Family Partnership, Ltd.	c/o Michael G. Kucera Cornerstone Commercial Real Estate Services 3801 Harney Street, Suite 100 Omaha, NE 68131	35.0%
Patrick J. Boyle	1327 Koenigstein Avenue Norfolk, NE 68701	30.0%
Kris Walrath Brooks	211 Hillcrest Drive Torrington, WY 82240-2617	17.5%

**ARTICLE XI.**  
**Indemnification**

The Company shall provide indemnification of Members and other persons from and against liabilities, costs and expenses arising or resulting in any manner, directly or indirectly, from or in connection with authorized conduct of the business of the Company in accordance with the terms of the Operating Agreement.





EXECUTED in duplicate by the undersigned Members on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

MGK & SGK FAMILY PARTNERSHIP, LTD.,  
A Nebraska limited partnership

BY: MGK, Inc., General Partner

By \_\_\_\_\_  
Michael G. Kucera, President

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

Before me, a notary public qualified for said county, personally came Michael G. Kucera, President of MGK, Inc., known to me to be the President and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as President of MGK, Inc.

WITNESS my hand and notarial seal on \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

EXECUTED in duplicate by the undersigned Members on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Patrick J. Boyle, an Individual

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF            )

Before me, a notary public qualified for said county, personally came Patrick J. Boyle, personally known to me or who has produced satisfactory evidence of identification to me, declared that he is the person who signed the foregoing Articles of Organization as an organizational member, and he further verified that the statements contained therein are true to the best of his knowledge and belief.

Witness my hand and notarial seal on \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

EXECUTED in duplicate by the undersigned Members on the \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Kris Walrath Brooks, an Individual

STATE OF WYOMING     )  
  ) ss.  
COUNTY OF             )

Before me, a notary public qualified for said county, personally came Kris Walrath Brooks, personally known to me or who has produced satisfactory evidence of identification to me, declared that she is the person who signed the foregoing Articles of Organization as an organizational member, and she further verified that the statements contained therein are true to the best of her knowledge and belief.

Witness my hand and notarial seal on \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

**OPERATING AGREEMENT**  
**OF**  
**CHANDLER-KUCERA PARTNERS, L.L.C.**

I. Management Authority

1.1 Manager. The Members of the Company hereby vest the management of the Company with Michael G. Kucera as the Company's sole Manager, who shall have sole power and authority to conduct the affairs of the Company except to the extent management powers are expressly reserved to the Members by this Operating Agreement, the Articles or the Nebraska Limited Liability Act, Neb. Rev. Stat. §§21-2601 *et seq.* (the "Act"). If there is a vacancy in the office of the Manager, the Manager shall be elected at a meeting of the Members by the affirmative vote of a majority in interest of the Members. Each Manager shall serve until his or her successor is duly elected or, if earlier, until such Manager's death, resignation or removal. Any Manager may be removed from time to time at a meeting of Members or written action by the Members, with or without cause, by the affirmative vote of two-thirds (2/3) in interest of the Members.

1.2 Liabilities of Manager. In carrying out his or her duties hereunder, the Manager shall not be liable to the Company or to any Member for any actions taken in good faith and reasonably believed by them to be in the best interest of the Company or in reliance on the provisions of this Operating Agreement or the Articles, or for good faith errors of judgment, but shall only be liable for willful misconduct or gross negligence in the performance of his or her duties as Manager. The Manager shall not be expected to devote his or her full time and attention to the affairs of the Company, but shall devote such amounts of time and attention as are reasonable and appropriate in his or her good faith judgment under the circumstances prevailing from time to time.

1.3 Contracting Authority. The Company shall not enter into any contracts, agreements, documents, instruments, notes, deeds, mortgages, deeds of trust or other documents of conveyance or indebtedness, nor incur any indebtedness, without the approval of the Manager.

1.4 Specific Authority of the Manager. In addition to and not in limitation of any rights and powers conferred by law or other provisions of this Agreement, and except as limited, restricted or prohibited by the express provisions of this Agreement, each Manager, whether acting alone or in concert with any other Manager (if there is more than one Manager), is hereby authorized, for and on behalf of the Company to:

- (a) Execute any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with the ordinary course of business of the Company, including executing and closing on the purchaser of a ten percent (10%) interest in the Real Estate upon financially and commercially reasonable terms in the Manager's discretion, including but not limited to the following documents with all other owners of the Real Estate:
  - (i) a Management Agreement by and among the Company, CRKF05, LLC, a Nebraska limited

liability company, Chandler Properties, L.L.C., a Nebraska limited liability company, and Cornerstone Commercial Real Estate Services, L.L.C., a Nebraska limited liability company (the "Management Agreement"), (ii) a Tenants in Common Agreement by and among the Company, CRKF05, LLC, a Nebraska limited liability company, and Chandler Properties, L.L.C., a Nebraska limited liability company (the "TIC Agreement"), and (iii) a Call Agreement by and among the Company, CRKF05, LLC, a Nebraska limited liability company, Chandler Properties, L.L.C., a Nebraska limited liability company, and Cornerstone Commercial Real Estate Services, L.L.C., a Nebraska limited liability company (the "Call Agreement").

## II. Meetings

2.1 Meetings of Members. Meetings of Members of the Company may be called by any Manager or a majority of the Members and shall be held at the principal place of business of the Company, or elsewhere as the notice of such meeting shall direct. A majority in interest of the Members shall constitute a quorum for purposes of transacting business. Members may attend any such meeting in person, by proxy, or by telephonic or video conference call. Except as otherwise provided in this Operating Agreement, the Articles, or the Act, the vote of a majority of interest of the Members present at a duly convened meeting of the Members at which a quorum is present shall constitute the act of the Members.

## III. Notice of Meetings

3.1 Members' Meetings. Written notice of every meeting of the Members of the Company, stating the place, date and hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered by the Manager or Members calling the meeting to each Member at least ten (10) days prior to this meeting, unless such notice is waived in accordance with Article XIV hereof.

## IV. Contributions to Capital

4.1 Initial Contributions. Each Member agrees to make on the date hereof the initial contribution to the capital of the Company described on Exhibit "A" attached to the Articles of Organization. No Member may make any additional, voluntary contribution to the capital of the Company except with the prior written consent of a majority in interest of the Manager of the Company.

4.2 Additional Contributions. No Members shall be required to make any additional contributions to the capital of the Company, except to the extent expressly set forth herein or in the Articles. Any requirement to contribute additional funds to the capital of the Company shall be imposed upon the Members pro rata based upon their respective Percentage Interest, except to the extent that all Members agree to the contrary.

## V. Maintenance of Capital Accounts

5.1 Maintenance Provisions. A Capital Account shall be maintained on the books and records of the Company with respect to each Member, such that:

- (a) To each Member's Capital Account there shall be credited:
  - (i) the cash and the fair market value (as reasonably agreed by the Members in good faith) of any property other than cash contributed by such Member to the capital of the Company;
  - (ii) such Member's allocable share of profits, and any items of income or gain which are specifically allocated to the Member; and
  - (iii) the amount of any Company liabilities assumed by such Member or which are secured by any property of the Company distributed to such Member.

The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of a note shall not be credited to the Capital Account of any Member until the Company makes a taxable disposition of the note or until ( and only until the Company makes a taxable disposition of the note or until (and only to the extent) principal payments are made on the note.

- (b) To each Member's Capital Account there shall be debited:
  - (i) the amount of cash and the fair market value of any property (as reasonably agreed by the Members in good faith) of the Company distributed to such Member;
  - (ii) such Member's allocable share of losses and any items of expense or loss which are specially allocated to the Member; and
  - (iii) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member of the Company.

5.2 Transfer of Capital Accounts. In the event all or a portion of an interest in the Company is transferred in accordance with the terms of the Articles and this Operating Agreement, the transferee shall succeed to that portion of the Capital Account of the transferor which is allocable to the transferred interest.

5.3 Capital Contribution. For purposes of this Agreement, "capital contribution" means, with respect to any Member, the amount of money and the fair market value of any property (as reasonably agreed by the Members in good faith) contributed to the Company with respect to the interest held by such Member.

## VI. Allocations of Profits and Losses

6.1 Allocations. The Company's profits or losses for any fiscal year shall be allocated among the Members in accordance with their respective cumulative capital contributions, adjusted to reflect any withdrawals of capital by such Members. The percentage of the capital, profits and losses of the Company allocable to a Member, determined in the manner set forth in this Section 6.1, shall be referred to herein as such Member's "Percentage Interest" in the Company.

### 6.2 Other Allocation Rules.

- (a) For purposes of determining the profits, losses or any other items allocable to any period, profits, losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Manager, using any permissible method under IRS Code Section 706 and the Regulations thereunder.
- (b) The Members are aware of the income tax consequences of the allocations made by this Section 6 and hereby agree to be bound by the provisions of this Section 6 in reporting their shares of Company income and losses for income tax purposes.

## VII. Non-Liquidating Distributions

7.1 Discretionary Distributions. To the extent that the Company's assets exceed its liabilities (other than liabilities to Members on account of their capital contributions), the Company, with the approval of the Manager, may make nonliquidating distributions of cash or other property to Members from time to time on a pro rata basis in accordance with the Members' respective Percentage Interests.

## VIII. Dissolution and Winding Up

8.1 Liquidating Events. The Company shall dissolve and commence winding up and liquidating upon the first to occur of any of the following (each a "Liquidating Event"):

- (a) Thirty (30) years from the date the Nebraska Secretary of State issues a certificate of organization with respect to the Company; or
- (b) The written agreement of all Members to dissolve, wind up and liquidate the Company.

The Members hereby agree that, notwithstanding any provision of the Act, the Company shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined by a court of competent jurisdiction that the Company has dissolved prior to the occurrence of a Liquidating Event, the Members hereby agree to continue the business of the Company without a winding up or liquidation until the occurrence of a Liquidating Event.

8.2 Winding Up. Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members. No Member shall take any action that is inconsistent



with, or not necessary to or appropriate for, the winding up the Company's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement shall continue in full force and effect until such time as the assets of the Company have been distributed pursuant to this Section and the Company has terminated. The Manager shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the Company's liabilities and assets, shall cause the assets to be liquidated as promptly as is consistent with obtaining the fair market value thereof, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the manner required by the Act.

#### IX. Transferability of Interests.

9.1 Restrictions on Transfer. Except to the extent otherwise provided below, no Member may transfer or assign by contract or operation of law all or any portions of such Member's interest in the Company without the written consent of a two-thirds majority in interest of the non-transferring Member.

9.2 Transfer by Death, Gift or Bequest. Any Member may transfer by gift or bequest all or any portion of his or her interest in the Company to a spouse or child of such transferring Member, or to a trust established for the benefit of such spouse or child, or to an existing Member of the Company upon written notice to the Company of such gift or bequest and any interest shall be transferred to the legal heirs of any deceased Member in the manner provided by law.

9.3 Death of Member. In the event that a Member dies, and provided the business of the Company is continued pursuant to Section 11 of the Articles, the Company may at its option repurchase the deceased Member's interest in the Company for an amount equal to the fair market value of such interest on such Member's date of death. The fair market value of the Member's interest shall be as agreed in good faith by the Company and the personal representative(s) of the deceased Member's estate; provided that, if no such agreement has been reached within ninety (90) days of the date of death, then the fair market value shall be determined by an independent and duly qualified appraiser mutually agreeable to the Company and the estate of the deceased Member, which shall bear equally the cost of such appraisal. The fair market value of the deceased Member's interest shall be payable by the Company to the deceased Member's estate with one hundred twenty (120) days of the establishment of such fair market value on the payment terms set forth in Section 9.4 hereof.

9.4 Buy/Sell Rights. Except as provided in Section 9.1, 9.2 and 9.3 hereof, any Member desiring to sell, transfer or assign all or any part of such Member's interest to a third party shall communicate such intention in writing to the Company and all other Members stating the purchase price proposed for the transfer. Within thirty (30) days after receiving such notice, the Company may purchase, at its option, all or any part of the interest described in the notice for the purchase price stated in such notice; and if the purchase price exceeds \$10,000, then the Company, at its election, may deliver an unsecured promissory note for the amount in excess of \$10,000 payable to the withdrawing Member in equal annual installments over a term of ten years together with interest payable annually at the Applicable Rate of interest as determined monthly for related transactions issued by the Internal Revenue Service. If the Company elects not to purchase all of such interest within thirty (30) day period, then the other Members at that time may purchase, at their option, all or any party of such interest within forty-

five (45) days of receiving such notice on the same terms and conditions that were available to the Company. If more than one Member shall desire to acquire said interest and no agreement is reached regarding the portion of the same to be acquired by each, said Members shall acquire said interest in proportion to their respective Percentage Interests. If, after the lapse of forty-five (45) days from the date of the notice, neither the Company nor the other Members have acquired the entire interest proposed to be transferred, then the selling Member may consummate the proposed transfer of the remaining interest at a price and on payment terms no more favorable to the buyer than those available to the Company and the Members pursuant to this Section. Provided, however, that if such sale is not consummated within one hundred twenty (120) days after lapse of the other Members' option to purchase, no such sale shall be permitted without again offering the interest to the Company and the Members in the foregoing manner.

9.5 Expenses. Except as otherwise expressly provided herein, all expenses of the Company incident to the admission of the transferee to the Company as a Member shall be charged to and paid by the transferring Member.

9.6 Miscellaneous. Nothing contained in this Section is intended to alter the requirement in Section 9 of the Articles, that at least two-thirds majority in interest of the Members, other than the transferring Member, must consent to admit a transferee as an additional Member.

#### X. Fiscal Year

The fiscal year of the Company shall be from January 1, to December 31.

#### XI. Accounting

The Company shall at all times maintain full and accurate books of account, in which shall be entered all the transactions of the Company. The books of account shall be kept at the principal office of the Company, and shall be open to reasonable inspection and examination by the Members and their duly authorized representatives during normal business hours. The Company shall deliver to each Member within ninety (90) days after the expiration of each Company fiscal year financial statements of the Company for that fiscal year compiled on an income tax basis of accounting by an independent certified public accountant, together with the information about the Company for such fiscal year required to be provided to the Members for income tax purposes, a statement of each Member's allocated share of profits or losses for the fiscal year, and the balance in each Member's Capital Account as of the end of the fiscal year.

#### XII. Salaries of Officers

The compensation, if any, to be paid to a Manager or Member in exchange for such Manager's or Member's services to the Company shall be fixed from time to time by the Manager in his or her sole discretion.

### XIII. Indemnification

13.1 General Indemnity Provision. The Company may indemnify any person who is a party (or is threatened to be made a party) to any action, suit or proceeding (whether civil, criminal, administrative or investigative), if such person is a party by reason of the fact that he or she is or was a Member, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise. Such person may be indemnified against expenses, including attorney's fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit or proceeding.

13.2 Insurance. The Company may purchase and maintain insurance on behalf of any person who is or was a Member, employee or agent of the Company or is or was serving at the request of the Company as a manager, member, officer, director, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred in any such capacity or arising out of his or her status as such.

### XIV. Waiver and Consent

14.1 Written Waiver. Whenever any notice whatsoever is required to be given under the provisions of this Operating Agreement or under the provisions of the Articles or the Act, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

14.2 Waiver by Attendance. Presence of a Member at any Members' meeting shall be deemed to be a waiver of the notice otherwise required for such meeting, unless such Member is present solely to protest inadequate notice of such meeting.

14.3 Consent to Action Without Meeting. Unless otherwise provided by law, any action required to be or which may be taken at any meeting of the Members or the Management Board, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to such action.

### XV. Proxies

At all meetings of the Members, a Member may vote by proxy executed in writing by such Member. Such proxy shall be filed with the Management Board before or at the time of the meeting.

### XVI. Miscellaneous

16.1 Successors. This Operating Agreement and all of the terms and provisions thereof shall be binding upon the Members and any new Members and their respective legal representatives, heirs, successors and permitted assigns.

16.2 Notices. All notices or other communications under this Operating Agreement shall be in writing (unless otherwise provided herein) and shall be considered properly given if delivered by hand or mailed by first class United States mail, postage prepaid, addressed in care of the respective Members or Manager at his or her last known address. Notice may also be delivered by means of a confirmed telecopy, provided the original of the notice is also promptly deposited in the United States mail, first class, postage prepaid, addressed to the Members or Manager at such address. Notice of change of address shall be given to the Company by hand or first class United States mail, after the date of receipt of which notice, the change of address shall be effective. Unless actual receipt of a notice is required by an express provision hereof, any such notice shall be deemed to be effective as fo the earliest of (a) the date of delivery or confirmed telecopy, or (b) the third business day following the date of deposit with the United States Post Office or in a regularly maintained receptacle for the deposit of United States mail. Any refusal to accept delivery of any such communication shall be considered successful delivery thereof.

16.3 Applicable Law. This Operating Agreement and the rights and obligations of the Members thereunder shall be construed and interpreted under the laws of the State of Nebraska.

16.4 Amendments. Upon the affirmative vote of a two-thirds majority in interest of the Members of the Company, amendments to this Operating Agreement may be adopted, and each Member shall promptly execute such amendments or other documents as the Company deems appropriate to reflect such amendments under the law of the State of Nebraska.

16.5 Entire Agreement. This Agreement is the sole operating agreement of the Company and constitutes the entire agreement among the Members and supersedes any prior agreements or understandings among the Members, oral or written, all of which are hereby canceled. This Agreement may be amended only upon the unanimous vote of the holders of the Units. The foregoing provisions of this Section 13.2 notwithstanding, by signing this Agreement the Members each acknowledge that they have received and reviewed copies of the Management Agreement, TIC Agreement and Call Agreement as defined in Section 5.2(a) and each understands that the terms set forth in those agreements will apply to and control the Company's ownership of the Real Estate.

16.6 Company Property. The legal title to any real or personal property or interest therein now or thereafter acquired by the Company shall be owned, held or operated in the name of the Company, and no Member, individually, shall have any ownership interest in such property.

16.7 Acceptance of Prior Acts by New Members. Each person becoming a Member, by becoming a Member, ratifies all action duly taken by the Company, pursuant to the terms of this Operating Agreement, prior to the date such person becomes a Member.

16.8 Section Headings. The division of this Operating Agreement into sections, subsections and exhibits is for convenience of reference only and shall not affect the interpretation or construction of this Operating Agreement.

16.9 Severability. In the event that one or more of the provisions contained in this Operating Agreement or any portions thereof are unenforceable or are declared invalid for any reason whatsoever, such enforceability or invalidity shall not affect the enforceability or validity of the remaining terms or portions of this Operating Agreement, and each such unenforceable or invalid portion hereof shall be severable from the remainder of this Operating Agreement and the remainder of this Operating Agreement shall be interpreted as if such enforceable or invalid provision or portion thereof had not been included as a part hereof.

16.10 Agreement for Further Execution. At any time or times, upon the request of a Member, the other Members agree to sign and swear to any certificate required by the Act, to sign and swear to any amendment to or cancellation of such certificate whenever such amendment or cancellation is required by law or by this Operating Agreement, and to cause the filing of any of the same of record wherever such filing is required by law.

16.11 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall constitute as an original and all of which, taken together, shall constitute a single agreement.

16.12 Time. Time is an essential element to the performance of this Operating Agreement by each Member.

16.13 Contracts with Related Parties; Competition. Nothing in this Operating Agreement or in law shall prevent or be construed to prevent any of the Members, or any person related to any Member, from dealing with the Company as to any matter whatsoever, provided the terms of such dealing are fair and reasonable to the Company as determined by a majority in interest of the other Members.

16.14 No Brokers. Each Member hereby represents and warrants to the others that no broker, finder or other persons performing similar services is entitled to any commission, fee or other compensation on account of such Member's entry into this Operating Agreement, and each Member hereby agrees to indemnify the other Members harmless from and against any such commissions, fees or other compensation as may be claimed on account of dealings between the claimant and the indemnifying Member.

16.15 Copies Reliable and Admissible. This Agreement shall be considered to have been executed by a person if there exists a photocopy, facsimile copy, or a photocopy of a facsimile copy of an original hereof or of a counterpart hereof which has been signed by such person. Any photocopy, facsimile copy, or photocopy of facsimile copy of this Operating Agreement or a counterpart hereof shall be admissible into evidence in any proceeding as though the same were an original.

IN WITNESS WHEREOF this Operating Agreement is executed this 8 day of  
June 2005.

MEMBERS:

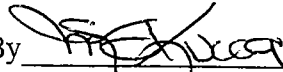
STEVEN R. SCHELL REVOCABLE TRUST

By: Steven R. Schell  
Steven R. Schell, Trustee

IN WITNESS WHEREOF this Operating Agreement is executed this 7<sup>th</sup> day of June 2005.

MGK & SGK FAMILY PARTNERSHIP, LTD.,  
A Nebraska limited partnership

BY: MGK, Inc., General Partner

By   
\_\_\_\_\_  
Michael G. Kucera, President

02\corporate\oper-agr-chandler-kucera

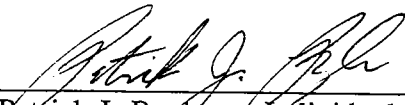
IN WITNESS WHEREOF this Operating Agreement is executed this 7<sup>th</sup> day of June 2005.

Kris Walrath Brooks  
Kris Walrath Brooks, an Individual

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IN WITNESS WHEREOF this Operating Agreement is executed this 8<sup>th</sup> day of June 2005.

  
\_\_\_\_\_  
Patrick J. Boyle, an Individual