

After Recording Return to:
Bankers Trust Company
Attn: Emily A. Stork, General Counsel
453 7th Street
Des Moines, Iowa 50309

**SUBORDINATION AND ATTORNMENT AGREEMENT
AND ESTOPPEL CERTIFICATE**

THIS SUBORDINATION AND ATTORNMENT AGREEMENT AND ESTOPPEL CERTIFICATE (this “**Agreement**”) is entered into on August 23, 2018, by and among **MTC REAL ESTATE TIC, LLC**, an Iowa limited liability company (“**MTC**”), **PORTAGE DANIELS, L.L.C.**, a Delaware limited liability company (“**PD**”), **PORTAGE WOLF, L.L.C.**, a Delaware limited liability company (“**PW**”), **PORTAGE KAHAN, L.L.C.**, a Delaware limited liability company (“**PK**”), **PORTAGE GREENFIELD, L.L.C.**, a Delaware limited liability company (“**PG**”), and **PORTAGE BAER, L.L.C.**, a Delaware limited liability company (“**PB**” and, together with MTC, PD, PW, PK, and PG, “**Landlord**”), whose address is 2 Quail Creek Circle, North Liberty, Iowa 52317, Attn: Kinseth Hospitality Company, Inc., **MTC HOTEL ASSOCIATES, LLC**, an Iowa limited liability company (“**Tenant**”), whose address is 2 Quail Creek Circle, North Liberty, Iowa 52317, and **BANKERS TRUST COMPANY**, a state banking corporation organized under the laws of the State of Iowa (together with any successors and/or assigns in such capacity, “**Lender**”), whose address is 453 7th Street, P.O. Box 897, Des Moines, Iowa 50309, Attn: Commercial Real Estate Lending. Landlord, Tenant and Lender are each a “**Party**” and together, the “**Parties**”.

W I T N E S S E T H:

WHEREAS, Landlord is the owner in fee simple of the real property described in Exhibit “A” attached hereto, together with the improvements thereon (collectively, the “**Premises**”), commonly known as 3253 Dodge Street, Omaha, Nebraska 68131;

WHEREAS, Landlord and Tenant have entered into a certain Lease Agreement dated as of August 23, 2018 (said Lease Agreement, as the same may hereafter be amended, modified, renewed, extended or replaced in accordance with this Agreement, is hereinafter referred to as the “**Lease**”), leasing to Tenant the entire Premises;

WHEREAS, Lender has agreed to make a loan to Landlord and Tenant, in the maximum aggregate principal amount of up to \$16,000,000.00 (the “**Loan**”), which Loan will be evidenced by that certain Promissory Note of even date herewith payable to Lender (the “**Note**”),

such Loan being secured by, among other things, a certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement, of even date herewith, from Landlord to Lender, encumbering the Premises (as the same may hereafter be amended, modified, renewed, extended or replaced, the “DOT”); and

WHEREAS, Lender and Tenant desire to confirm their understanding with respect to the Lease, the Loan, the Note and all other Loan Documents evidencing the Loan, and the rights of Tenant and Lender thereunder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Subordination.** Notwithstanding anything to the contrary set forth in the Lease, Tenant hereby unconditionally and irrevocably subordinates the Lease and the leasehold estate created thereby and all of Tenant’s rights thereunder to the Lender’s Interests (defined below). “Lender’s Interests” shall mean any and all security interests, Liens or other interests of Lender now existing or hereafter arising under the Loan Agreement and the Loan Documents executed in connection therewith (and further defined in the Credit Agreement), including (i) the DOT, being filed of record in the Office of the Douglas County Recorder on AUGUST 28, 2018, as Instrument No. 2018068404; and (ii) that certain Assignment of Leases and Rents between Landlord, as assignor, and Lender, as assignee, dated AUGUST 23, 2018, and filed of record in the Office of the Douglas County Recorder on AUGUST 28, 2018, as Instrument No. 2018068407 (the “Assignment” and, together, with the DOT, the “Collateral Documents”), together with all increases, renewals, amendments (including those that increase the indebtedness), modifications, supplements, extensions, consolidations and replacements of any such Loan Documents. Without limiting the generality of the foregoing, and subject to the terms and conditions of the Collateral Documents, Tenant hereby agrees that any of its rights, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Premises, shall be subject and subordinate to Lender’s Interests. Without affecting the foregoing subordination, Lender may, from time to time and upon prior written notice to Tenant: (a) extend, in whole or in part, by renewal or otherwise, the terms of payment or performance of any obligation secured by the Collateral Documents; (b) release, surrender, exchange or modify any obligation secured by the Collateral Documents, or any security for such obligation; or (c) settle or compromise any claim with respect to any obligation secured by the Collateral Documents or against any person who has given security for any such obligation.

2. **Attornment.** If, at any time, Lender or any Person or any of their successors or assigns who shall acquire the interest of Landlord under the Lease through a foreclosure of the DOT, the exercise of the power of sale under the DOT, a deed-in-lieu of foreclosure, an assignment-in-lieu of foreclosure or other action or proceeding instituted or taken in connection with any Loan Document (each, a “Transfer”) shall succeed to the interests of Landlord under the Lease (each, a “New Owner”), Tenant, upon prior written notice inclusive of written evidence of any of the foregoing, hereby agrees to attorn to and accept any such New Owner as landlord under the Lease, as if New Owner had been the original landlord under the

Lease, and to continue to be bound by and perform all of the obligations imposed by the Lease any such New Owner of the Premises, agrees that it will assume and be bound by all of the obligations of Landlord under the Lease which accrue from and after the date such New Owner succeeds to Landlord's interest under the Lease; provided, however, that any New Owner shall not be:

(a) liable for any act or omission of, or any damage or other relief attributable to any breach of a representation or warranty in the Lease and made by, a prior landlord (including Landlord); or

(b) subject to any claims, offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

(c) bound by any rent or additional rent which Tenant might have paid to any prior landlord (including Landlord) more than one (1) calendar month in advance of the due date thereof, or by any security deposit, cleaning deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord (including Landlord), except to the extent that such New Owner actually comes into exclusive possession of the same; or

(d) bound by any assignment, surrender, release, waiver, cancellation, termination, amendment or modification of the Lease made without the written consent of New Owner (or if before a Transfer, Lender), which consent shall not be unreasonably withheld, delayed or conditioned; or

(e) responsible for the making of any improvement to any of the Premises or repairs in or to any of the Premises in the case of damage or destruction of any of the Premises or any part thereof due to fire or other casualty or by reason of condemnation occurring before the date New Owner obtains title to the Premises;

(f) obligated to cure any defaults of any prior landlord under the Lease which occurred prior to the date on which New Owner succeeded to Landlord's interest under the Lease; or

(g) bound to make any payment to Tenant or perform any work required to be made or performed by any prior landlord (including Landlord) or relating to periods before the date on which New Owner succeeds to such prior landlord's interest under the Lease and with respect to the Premises, and New Owner shall not be obligated to pay for any work allowance or contribution required to be made by any such prior landlord under the Lease.

Except as otherwise expressly provided in this Section, this attornment shall be effective and self-operative without the execution of any further instruments evidencing New Owner's succession to Landlord's interest under the Lease. Thereafter, Tenant shall make all payments directly to New Owner. Nothing contained herein shall prevent Lender from naming or joining Tenant in any foreclosure or other action or proceeding initiated by Lender pursuant to the DOT to the extent necessary under applicable law in order for Lender to avail itself of and complete the foreclosure or other remedy, but such naming or joinder shall not be in derogation of the rights of Tenant as set forth in this Agreement.

3. **Cure by Lender of Landlord Defaults.** Tenant hereby agrees that from and after the date hereof, in the event of any act or omission by Landlord which would constitute an Event of Default (as defined in the Lease) under the Lease, Tenant will not exercise any remedy for such Event of Default, including any right to terminate the Lease, in both cases, whether arising under the Lease or applicable law, until it has given written notice of such act or omission to Lender, and, except in the event of exigent circumstances, which shall be addressed by Lender immediately if required by the Lease and otherwise in a manner that is commercially reasonable, Lender has failed within sixty (60) days after both receipt of such notice by Lender and the time when Lender shall have become entitled under the DOT to (i) remedy the same, (ii) commence to cure such act or omission within such period and thereafter diligently prosecute such cure to completion, if Lender cannot, without reasonable diligence, cure such act or omission within said sixty (60) days, or (iii) if Lender cannot commence such cure without possession of the Premises, commence judicial or non-judicial proceedings to obtain possession within such period and thereafter diligently prosecutes such cure to completion; further, Tenant shall not, as to Lender, require cure of any such act or omission which is not susceptible to cure by Lender. Any notice required hereunder shall include a statement of the act or omission giving rise to the act or omission on which such Tenant remedy is based. Nothing in this Agreement shall be construed as a promise or undertaking by Lender to cure any default on the part of any prior landlord (including Landlord) under the Lease.

4. **Payments to Lender and Exculpation of Tenant.** Tenant is hereby notified that the Lease and the rent and all other sums due thereunder have been assigned to Lender as security for the Note and the Loan, and hereby consents and acknowledges such assignment by Landlord to Lender of the Lease and all rents, income and profits therefrom under the Collateral Documents. In the event that Lender or any future party to whom Lender may assign the DOT notifies Tenant of a default under the DOT and directs that Tenant pay its rent and all other sums due under the Lease to Lender or to such assignee, Tenant shall honor such direction without inquiry and pay its rent and all other sums due under the Lease in accordance with such notice. Landlord agrees that Tenant shall have the right to rely on any such notice from Lender or any such assignee without incurring any obligation or liability to Landlord, and Tenant is hereby instructed to disregard any notice to the contrary received from Landlord or any third party. Such payments to Lender or its assignee shall continue until the earlier of (i) no further amounts are due and payable under the Lease; (ii) Lender gives Tenant notice that Landlord's default under the Loan Documents has been cured and instructs Tenant that amounts due under the Lease shall thereafter be payable to Landlord; or (iii) a Transfer occurs and New Owner gives Tenant notice of the Transfer, subject to Section 2 above, upon such a notice New Owner shall succeed to Landlord's interest as the landlord under the Lease, after which all amounts payable by Tenant under the Lease and Landlord's other benefits under the Lease shall become payable to New Owner.

5. **Estoppel.** For the benefit of Lender, Tenant hereby states, declares, represents and warrants as follows:

(a) The description of the Lease in the recitals hereof is true, correct and complete, including all amendments, supplements and modifications thereto. Concurrently herewith, Tenant is delivering to Landlord a true, correct and complete copy of the Lease. Tenant has properly executed the Lease and the Lease is in full force and effect.

(b) As of the date of Tenant's execution hereof, Tenant is occupying and paying rent on a current basis for the Premises, and has paid all other charges contemplated under the Lease to date. The rent currently being paid by Tenant for the Premises of the Lease is \$840,000 for the first year (\$70,000 per month), subject to annual adjustments as provided in Section 2.02 of the Lease.

(c) With respect to the Premises, Tenant has accepted possession thereof under the Lease and all items of an executory nature relating thereto to be performed by Landlord have been completed, including, but not limited to, completion of construction thereof (and all other improvements required under the Lease) in accordance with applicable plans and specifications and within the time periods set forth in the Lease, and the payment by Landlord of any contribution towards work to be performed by Tenant under the Lease.

(d) Tenant acknowledges that the initial term of the Lease commenced on August 23, 2018, and has an original term of 25 years. Tenant has no options to extend the term of the Lease.

(e) No Event of Default or event, that with the passage of time or giving of notice, or both, would constitute an Event of Default, on the part of Tenant exists under the Lease in the performance of the terms, covenants and conditions of the Lease required to be performed on the part of Tenant.

(f) No Event of Default or event that, with the passage of time or giving of notice, or both, would constitute an Event of Default, on the part of Landlord exists under the Lease in the performance of the terms, covenants and conditions of the Lease required to be performed on the part of Landlord.

(g) Tenant has not assigned, sublet, transferred, hypothecated or otherwise disposed of its interest in the Lease and/or the Premises, or any part thereof, and no other Person is entitled to use or enjoyment of the Premises during the term of the Lease.

(h) There have been no promises or representations made to Tenant by Landlord concerning the Lease or the Premises not contained in the Lease.

(i) Other than those used by Tenant in connection with the operation of Tenant's business at the Premises, and then only in reasonably necessary quantities, no Hazardous Substances are being (or have been or will be during the term of the Lease) generated, used, handled, stored or disposed of by Tenant on any of the Premises in violation of any applicable laws, rules or regulations or the terms of the Lease.

(j) No rentals are accrued and unpaid under the Lease.

(k) The security deposit under the Lease is \$0.

(l) Tenant has no defense as to its obligations under the Lease and claims no setoff or counterclaim against Landlord.

(m) Tenant has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises, or any portion thereof or any interest therein.

Whenever requested by Lender, Tenant shall, without charge, execute and deliver to Lender a written confirmation that the representations contained in this paragraph remain, and such other reasonably requested representations are, correct and complete (or specifying any matter to the contrary).

6. **Limitation of Liability.** In the event Lender shall acquire the interests of Landlord in the Premises, through a Transfer, (a) Lender's liability and obligations under the Lease shall extend only to those liabilities and obligations accruing subsequent to the date that Lender has acquired the interest of Landlord in the Premises, and (b) none of Lender's covenants, undertakings, or agreements under the Lease are made or intended as personal covenants, undertakings or agreements by Lender, and any liability of Lender for damages or breach or non-performance by Lender or otherwise arising under or in connection with the Lease or the relationship of Lender and Tenant thereunder, shall be collectible only out of Lender's equity interest in the Premises, and, except in the event of Lender's gross negligence or willful misconduct, no personal liability is assumed by, nor at any time may be asserted against, Lender or any of its officers, agents, employees, legal representatives, successors or assigns, all such liability, if any, being expressly waived and released by Tenant. Furthermore, in the event of the assignment or Transfer of the interest of Lender under this Agreement, all obligations and liabilities of Lender under this Agreement shall terminate and, thereupon, all such obligations and liabilities shall be the sole responsibility of the party to whom Lender's interest is assigned or transferred, including any New Owner; provided, however, that such party assumes such obligations and liabilities in writing and a copy of same is delivered to Tenant.

7. **Tenant's Agreements.** Tenant hereby covenants and agrees that:

(a) Tenant shall not pay any rent or additional rent under the Lease more than one (1) calendar month in advance;

(b) Tenant shall not amend, modify, cancel or terminate the Lease without Lender's prior written consent, which shall not be unreasonably withheld, delayed or conditioned;

(c) Tenant shall not voluntarily subordinate or encumber the Lease or its leasehold interest therein to any lien or encumbrance (other than the Collateral Documents or obligations due and owing to Lender), without Lender's prior written consent;

(d) Tenant shall not assign the Lease or sublet all or any portion of the Premises without Lender's prior written consent, which shall not be unreasonably withheld, delayed or conditioned; and

(e) Tenant shall not terminate or surrender the Lease, or expressly consent to the termination of the Lease by Landlord, without Lender's prior written consent.

8. **Notice.** Any notices or other communications required or permitted to be given by this Agreement must be given in writing and personally delivered, mailed by prepaid certified or registered mail, with return receipt requested, or sent by generally recognized overnight delivery service to the party to whom such notice or communication is directed, to the address of such party first set forth above. Any such notice or other communication shall be deemed to have been given, if personally delivered, on the day it is personally delivered, if mailed, on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) days after the date mailed, whichever is earlier in time, or if sent by generally recognized overnight delivery service, on the expiration of twenty-four (24) business hours after the date sent by generally recognized overnight delivery service. Any party may change such party's address for purposes of this Agreement by giving notice of such change to the other parties pursuant to this Paragraph 8. Tenant agrees to send a copy of any notice or statement under the Lease to Lender at the same time such notice or statement is sent to Landlord.

9. **Application of Insurance Proceeds.** Notwithstanding anything to the contrary contained in the Lease, the terms and provisions of the Collateral Documents with respect to the application of casualty insurance proceeds and condemnation awards shall control.

10. **Miscellaneous.**

(a) This Agreement shall inure to the benefit of the Parties and their respective successors and assigns; provided, however, nothing herein shall be construed to remove the covenant set forth in Section 7(d), above. Lender shall give notice to the Tenant of the assignment of its interests under the DOT.

(b) The captions appearing under the paragraph number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Singular words shall connote the plural as well as the singular, and vice versa, as may be appropriate. The words "herein", "hereof" and "hereunder" and words of similar import appearing in this Agreement shall be construed to refer to such document as a whole and not to any particular section, paragraph or other subpart thereof unless expressly so stated. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." The word "or" is not exclusive. Each Party and its counsel have reviewed and revised, or requested revisions to, this Agreement, and the usual rule of construction that any ambiguities are to be resolved against the drafting Party shall be inapplicable in the construction and interpretation of such documents and any amendments or exhibits thereto. Capitalized terms undefined herein shall have the meaning given to them in the Loan Agreement.

(c) If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, excluding its principles of conflict of laws. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT HEREBY

IRREVOCABLY AND KNOWINGLY, INTENTIONALLY AND VOLUNTARILY AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF POLK, STATE OF IOWA. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT HEREBY EXPRESSLY WAIVE ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION AND HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, SUBMIT TO PERSONAL JURISDICTION AND VENUE OF SUCH IOWA COURTS AND AGREES NOT TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM. NOTHING HEREIN SHALL AFFECT LENDER'S RIGHT TO (I) COMMENCE LEGAL PROCEEDINGS OR OTHERWISE SUE LANDLORD OR TENANT IN ANY OTHER COURT HAVING JURISDICTION OVER EITHER SUCH PARTY; OR (II) SERVE PROCESS ON LANDLORD OR TENANT IN ANY MANNER AUTHORIZED BY THE LAWS OF SUCH JURISDICTION, UNLESS THE PARTIES HAVE AGREED OTHERWISE IN ANY OTHER LOAN DOCUMENT OR IN ANOTHER WRITING.

(e) LANDLORD AND TENANT EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE COLLATERAL DOCUMENTS (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH SUCH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY TO THIS AGREEMENT OR A COLLATERAL DOCUMENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT WAS INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(f) This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same agreement.

(g) All references to any instrument, document or agreement shall, unless the context otherwise requires, refer to such instrument, document or agreement as the same may be, from time to time, amended, modified, supplemented, renewed, extended, replaced or restated.

(h) Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease.

(i) This Agreement may be amended, discharged or terminated or any of its provisions waived, only by a written instrument executed by the Parties.

(j) Landlord, Tenant and Lender represent that each has full authority to enter into this Agreement, and Landlord's, Tenant's and Lender's respective entry into this Agreement has been duly authorized by all necessary actions.

(k) If a Party institutes any legal suit, action or proceeding against one or more other Parties, arising out of this Agreement, the prevailing Party in the suit, action or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees, expenses and court costs.

(l) This Agreement and the Collateral Documents contain the entire agreement of the Parties regarding subordination of the Lease, the leasehold interest created by the Lease and all rights of Tenant under the Lease to Lender's Interests. This Agreement supersedes and cancels all oral negotiations and prior and other writing, other than the Lease and Collateral Documents, with respect to such subordination. If there is a direct conflict between the provisions of this Agreement and the Lease (or, with respect to subordination, the Collateral Documents), the provisions of this Agreement shall control.

(m) No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by a Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(n) This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any Party may execute this Agreement by signing any such counterpart.

(signatures contained on following page)

IN WITNESS WHEREOF, Tenant has executed this Agreement as of the date first set forth above.

TENANT:

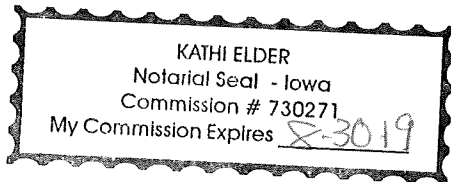
MTC Hotel Associates, LLC, a(n) IA limited liability company

By: Kinseth MTC, LLC
Its: Manager

By: Bruce Kinseth
Bruce Kinseth, Manager

STATE OF IA
COUNTY OF Johnson

This record was acknowledged on August 17, 2018, by Bruce Kinseth, as Manager of Kinseth MTC, LLC, an Iowa limited liability company, Manager of MTC Hotel Associates, LLC, a(n) IA limited liability company.



Kathi Elder
Notary Public in and for said State
My commission expires: 8-30-19

IN WITNESS WHEREOF, Landlord has executed this Agreement as of the date first set forth above.

LANDLORD:

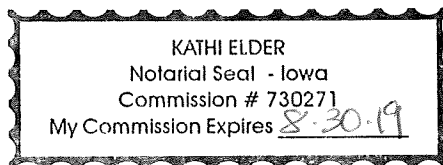
MTC Real Estate TIC, LLC, an Iowa limited liability company

By: Kinseth MTC, LLC
Its: Manager

By: Bruce Kinseth
Bruce Kinseth, Manager

STATE OF IA
COUNTY OF Johnson

This record was acknowledged on August 17, 2018, by Bruce Kinseth, as Manager of Kinseth MTC, LLC, an Iowa limited liability company, Manager of MTC Real Estate TIC, LLC, an Iowa limited liability company.




Kathi Elder
Notary Public in and for said State
My commission expires: 8-30-19

IN WITNESS WHEREOF, Landlord has executed this Agreement as of the date first set forth above.

LANDLORD:

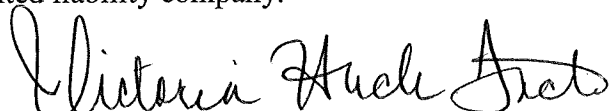
Portage Daniels, L.L.C., a Delaware limited liability company

By: 
Ronald L. Daniels, President

STATE OF IOWA
COUNTY OF POLK, ss:

This record was acknowledged on August 17, 2018, by Ronald L. Daniels, as President of Portage Daniels, L.L.C., a Delaware limited liability company.

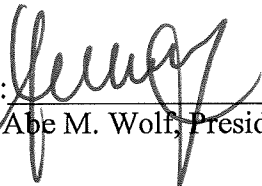



Notary Public in and for said State
My commission expires: 9/27/2020

IN WITNESS WHEREOF, Landlord has executed this Agreement as of the date first set forth above.

LANDLORD:

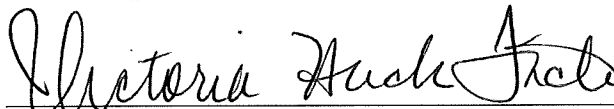
Portage Wolf, L.L.C., a Delaware limited liability company

By: 
Abe M. Wolf, President

STATE OF IOWA
COUNTY OF POLK, ss:

This record was acknowledged on August 17, 2018, by Abe M. Wolf, as President of Portage Wolf, L.L.C., a Delaware limited liability company.




Notary Public in and for said State
My commission expires: 9/27/2020

IN WITNESS WHEREOF, Landlord has executed this Agreement as of the date first set forth above.

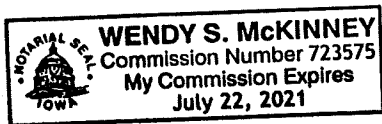
LANDLORD:

Portage Kahan, L.L.C., a Delaware limited liability company

By: *Marc A. Kahan*
Marc A. Kahan, President

STATE OF Iowa
COUNTY OF Polk, ss:

This record was acknowledged on August 16, 2018, by Marc A. Kahan, as President of Portage Kahan, L.L.C., a Delaware limited liability company.

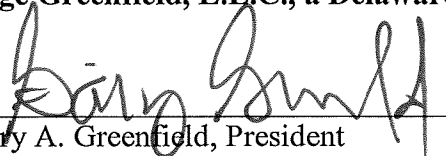


Wendy S. McKinney
Notary Public in and for said State
My commission expires: July 22, 2021

IN WITNESS WHEREOF, Landlord has executed this Agreement as of the date first set forth above.

LANDLORD:

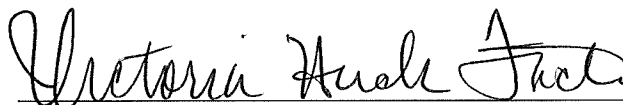
Portage Greenfield, L.L.C., a Delaware limited liability company

By: 
Gary A. Greenfield, President

STATE OF IOWA
COUNTY OF POLK, ss:

This record was acknowledged on August 17, 2018, by Gary A. Greenfield, as President of Portage Greenfield, L.L.C., a Delaware limited liability company.

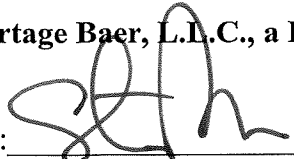



Notary Public in and for said State
My commission expires: 9/27/2020

IN WITNESS WHEREOF, Landlord has executed this Agreement as of the date first set forth above.

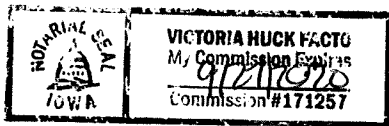
LANDLORD:

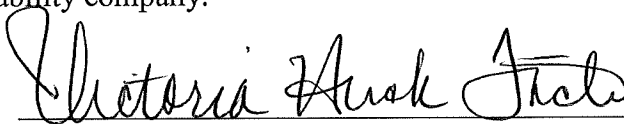
Portage Baer, L.L.C., a Delaware limited liability company

By: 
Steven K. Baer, President

STATE OF IOWA
COUNTY OF POLK, ss:

This record was acknowledged on August 17, 2018, by Steven K. Baer, as President of Portage Baer, L.L.C., a Delaware limited liability company.




Notary Public in and for said State
My commission expires: 9/21/2020

IN WITNESS WHEREOF, Lender has executed this Agreement as of the date first set forth above.

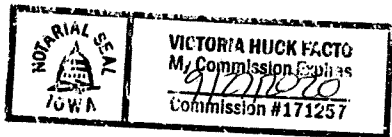
LENDER:

Bankers Trust Company, an Iowa banking corporation

By: *Jennifer A. Cooper*
Jennifer A. Cooper, Vice President

STATE OF IOWA
COUNTY OF POLK, ss:

This record was acknowledged on August 21, 2018, by Jennifer A. Cooper, as Vice President of Bankers Trust Company, an Iowa banking corporation.



Victoria Huck Facko
Notary Public in and for said State
My commission expires: 9/27/2020

EXHIBIT "A"

DESCRIPTION OF PREMISES

UNIT 2, MIDTOWN CROSSING PARCEL 1 CONDOMINIUM, A CONDOMINIUM ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEBRASKA PURSUANT TO A DECLARATION THEREOF RECORDED OCTOBER 11, 2017, AS INSTRUMENT No. 2017081791 OF THE RECORDS OF DOUGLAS COUNTY, NEBRASKA.