



MISC 2003194133

RICHARD H. TAKECHI  
REGISTER OF DEEDS



OCT 03 2003 14:09 P 3

RECEIVED

**WHEN RECORDED MAIL TO:**

Great Western Bank  
Harvey Oaks  
6015 N.W. Radial Hwy.  
P.O. Box 4070  
Omaha, NE 68104-0070

*Misc*  
FEE 1550 FB OC-38825  
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FOR RECORDER'S USE ONLY

**LANDLORD'S ESTOPPEL CERTIFICATE**

**THIS LANDLORD'S ESTOPPEL CERTIFICATE** dated September 22, 2003, is made and executed among TRANQUILITY REALTY, L.L.C., whose address is 15611 HARRISON STREET, OMAHA, NE 68136; A NEBRASKA LIMITED LIABILITY COMPANY ("Trustor"); Great Western Bank, Harvey Oaks, 6015 N.W. Radial Hwy., P.O. Box 4070, Omaha, NE 68104-0070 ("Lender"); and QUANTUM PROPERTIES II, L.L.C.; 1925 NORTH 120TH STREET; OMAHA, NE 68118 ("Landlord").

Trustor and Lender have entered into, or are about to enter into, a financial transaction whereby Lender has acquired or will acquire a security interest or other lien on Trustor's leasehold interest in the Property described below.

To induce Lender to extend one or more loans or other financial accommodations to Trustor against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Trustor hereby agree with Lender as follows:

**THE LEASE.** Landlord has leased the Property to Trustor pursuant to a lease (the "Lease") dated September 3, 2002, which was recorded as follows: TERMS AND CONDITIONS OF LEASE AGREEMENT AS EVIDENCED BY MEMORANDUM OF LEASE BY AND BETWEEN QUANTUM PROPERTIES II, L.L.C., LESSOR AND TRANQUILITY REALTY, L.L.C., LESSEE, DATED MAY 3, 2003, FILED MAY 20, 2003 IN BOOK 1519 AT PAGE 168, MISCELLANEOUS RECORDS OF THE DOUGLAS COUNTY REGISTER OF DEEDS. The following information is a summary of the basic terms and conditions of the Lease: GROUND LEASE DATED SEPTEMBER 3, 2002 BETWEEN QUANTUM PROPERTIES, L.L.C. AND TRANQUILITY REALTY, L.L.C. LEASE HAS INITIAL TERM OF 20 YEARS FOLLOWING THE LEASE COMMENCEMENT DATE WITH THREE (3) SUCCESSIVE TEN (10) YEAR OPTIONS.

**REAL PROPERTY DESCRIPTION.** The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in DOUGLAS County, State of Nebraska:

LOT 1, TOWN CENTER AT PACIFIC SPRINGS, A SUBDIVISION, IN DOUGLAS COUNTY, NEBRASKA.

The Real Property or its address is commonly known as 250 NORTH 168TH STREET, OMAHA, NE 68118. The Real Property tax identification number is 2764-0100-23

**ESTOPPEL.** Landlord and Trustor hereby jointly and severally represent and warrant to Lender that:

**Lease in Effect.** The Lease (i) has been duly executed and accepted by Landlord and Trustor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally, except as reflected in the copy of the Lease provided to Lender.

**No Default.** As of the date of this Certificate, (i) all conditions and obligations to be performed by either Landlord or Trustor under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Trustor under the Lease, including any against rents due or to become due under the terms of the Lease.

**Entire Agreement.** The Lease constitutes the entire agreement between Landlord and Trustor with respect to the Lease of the Property.

**No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as may be described above in the summary description of the Lease.

**AGREEMENTS.** Landlord and Trustor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above:

**Modification, Termination and Cancellation.** Landlord and Trustor will not consent to any modification, termination or cancellation of the Lease unless Lender first consents thereto in writing.

**Notice of Default.** Landlord will notify Lender in writing concurrently with any notice given to Trustor of any breach or default on the part of Trustor under the Lease, and Landlord agrees that Lender shall have the right (but not the obligation) to cure any breach or default specified

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LANDLORD'S ESTOPPEL CERTIFICATE  
(Continued)

Loan No: 5134978

Page 2

in such notice within the time periods set forth IN ARTICLE XIII OF THE LEASE AND LANDLORD WILL NOT  
DECLARE A DEFAULT OF THE LEASE IF LENDER CURES SUCH DEFAULT WITHIN SUCH TIME PERIODS.

MISCELLANEOUS PROVISIONS. This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate shall be governed by and construed in accordance with the laws of the State of Nebraska. If Landlord is other than an individual, any agent or other person executing this Certificate on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Certificate on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Certificate unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.

TRUSTOR AND LANDLORD EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S ESTOPPEL CERTIFICATE, AND EACH AGREES TO ITS TERMS. THIS CERTIFICATE IS DATED SEPTEMBER 22, 2003.

TRUSTOR:

TRANQUILITY REALTY, L.L.C.

By: [Signature] 9/22/03  
JOHN T. SPAUSTAT, Manager of TRANQUILITY REALTY, L.L.C. Date

LANDLORD:

QUANTUM PROPERTIES II, L.L.C.

By: [Signature] 9/22/03  
Signature for QUANTUM PROPERTIES II, L.L.C. Date

LENDER:

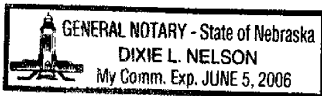
x [Signature] 9/22/03  
Authorized Officer Date

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this 22<sup>nd</sup> day of September, 20 03, before me, the undersigned Notary Public, personally appeared JOHN T. SPAUSTAT, Manager of TRANQUILITY REALTY, L.L.C., and known to me to be partner or designated agent of the limited liability company that executed the Landlord's Estoppel Certificate and acknowledged the Certificate to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Certificate and in fact executed the Certificate on behalf of the limited liability company.

By [Signature]  
Notary Public in and for the State of NEBRASKA  
Residing at OMAHA, NE  
My commission expires 6-5-06



LANDLORD'S ESTOPPEL CERTIFICATE  
(Continued)

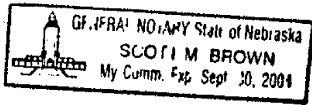
Loan No: 5134978

Page 3

LLC ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 22nd day of September, 20 03, before me, the undersigned Notary Public, personally appeared Paul M. Brown, Manager of Quantum Properties II, L.L.C.

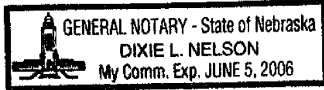


By [Signature]  
Notary Public in and for the State of Nebraska  
Residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

LENDER ACKNOWLEDGMENT

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 22nd day of September, 20 03, before me, the undersigned Notary Public, personally appeared Brian Diedrichsen and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.



By [Signature]  
Notary Public in and for the State of NEBRASKA  
Residing at OMAHA, NE  
My commission expires 6-5-06