



MISC 2004113170



AUG 25 2004 13:02 P 4

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
8/25/2004 13:02:05.85



2004113170

WHEN RECORDED MAIL TO:

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

misc
FEE 21.00 FB DC-43978
BKP _____ C/O _____ COMP 2
DEL _____ SCAN _____ FV _____

FOR RECORDER'S USE ONLY

LANDLORD'S ESTOPPEL CERTIFICATE

THIS LANDLORD'S ESTOPPEL CERTIFICATE dated August 12, 2004, is made and executed among TRANQUILITY REALTY, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY whose address is 15611 HARRISON STREET, OMAHA, NE 68136 ("Trustor"); Great Western Bank, Harvey Oaks, 6015 N.W. Radial Hwy., P.O. Box 4070, Omaha, NE 68104-0070 ("Lender"); and M.J.A., L.L.C.; 11205 S. 150 ST. STE 100; OMAHA, NE 68138 ("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 March 24, 2004, which was recorded as follows: THE GROUND LEASE DATED AS OF MARCH 24, 2004 BY AND BETWEEN M.J.A., L.L.C. AS LANDLORD AND TRANQUILITY REALTY, L.L.C. TOGETHER WITH THE AMENDMENT TO GROUND LEASE DATED AS OF AUGUST 4, 2004, A MEMORANDUM OF WHICH WAS RECORDED ON AUGUST 25, 2004 AT INSTRUMENT NO 2004-113164 IN THE RECORDS OF THE REGISTER OF DEEDS OFFICE FOR DOUGLAS COUNTY, NEBRASKA.

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:

See SEE ATTACHED EXHIBIT "A", which is attached to this Certificate and made a part of this Certificate as if fully set forth herein.

The Real Property or its address is commonly known as 16960 EVANS PLAZA, OMAHA, NE 68116.

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.

**TO LANDLORDS KNOWLEDGE*

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. ** OF ANY MONETARY TERMS*

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 in such notice within the time periods set forth *** and Landlord will not declare a default of the Lease,

provided, however, that if such default cannot with diligence be cured by Lender within **** the commencement of action by Lender within such

**IN THE LEASE*

***THE TIME PERIODS SET FORTH IN THE LEASE*

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#16

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LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

Loan No: 5153994

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period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence.

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 AUGUST 12, 2004.

TRUSTOR:

TRANQUILITY REALTY, L.L.C.

By: [Signature] 8/12/04
JOHN T. SPAUSTAT, Manager of TRANQUILITY REALTY, L.L.C. Date

LANDLORD:

M.J.A., L.L.C.

By: [Signature] 8-16-04
GERALD L. TORCZON, MANAGER Date

LENDER:

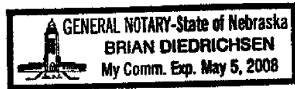
GREAT WESTERN BANK

X [Signature] 8/12/04
Brian W. Diedrichsen, Vice President Date

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 12th day of August, 20 04, 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
My commission expires May 5, 2008

LANDLORD'S ESTOPPEL CERTIFICATE
(Continued)

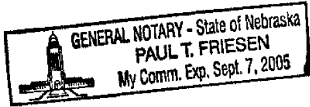
Loan No: 5153994

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LLC ACKNOWLEDGMENT

STATE OF Nebraska)
)
COUNTY OF Douglas) SS
)

On this 18 day of August, 2004, before me, the undersigned Notary Public, personally appeared Gerald & Torizon Manager of MJA LLC who executed this said instrument on behalf of MJA LLC A Nebraska limited liability company.

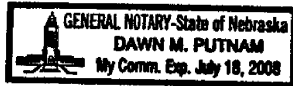


By [Signature]
Notary Public in and for the State of Nebraska
Residing at Omaha
My commission expires 9-7-05

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
)
COUNTY OF Douglas) SS
)

On this 12th day of August, 2004, before me, the undersigned Notary Public, personally appeared Brian Dietrichsen 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 July 18, 2008

EXHIBIT "A"

A Ground Leasehold Estate Created by that certain Ground Lease Agreement executed by and between M.J.A., L.L.C., a Nebraska limited liability company, as Lessor, and Tranquility Realty, L.L.C., a Nebraska limited liability company, as Lessee, dated March 24, 2004, together with the Amendment to Ground Lease Dated August 4, 2004, a Memorandum of which was dated August 10th, 2004 and recorded August 25, 2004 at 1:01 P.M., as Instrument No. 2004-113164 of the Records of Douglas County, Nebraska, in and to the following described premises:

Lot 1 and the West 10 feet of Lot 2, in WHISPERING RIDGE REPLAT TWO, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska;

Together with easement rights appurtenant thereto as established by ECR Declaration dated December 8, 2003 and recorded December 19, 2003, as Instrument No. 2003245123 of the Records of Douglas County, Nebraska.