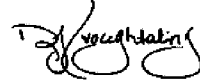


COUNTER LM
VERIFY LM
FEES \$ 40.00
CHG SFILE
SUBMITTED THOMPSON, DREESSEN, & DORNER,

FILED SARPY CO. NE.
INSTRUMENT NUMBER

2019-02857

2019 Feb 13 01:49:45 PM



County Clerk/Register of Deeds
Deb Houghtaling



AFFIDAVIT

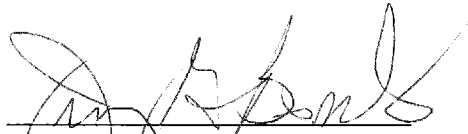
STATE OF NEBRASKA

COUNTY OF DOUGLAS

I, Jerry G. Banks, being duly sworn on oath, deposes and states that (i) he is the duly elected and acting President of Kage Investments, LLC, a Nebraska limited liability company ("Kage"), (ii) attached to this Affidavit is a true and correct copy of that certain AMENDMENT TO SIGN EASEMENT AGREEMENT dated April 6, 2018, by and between Kage Investments, LLC, a Nebraska limited liability company (" Grantor"), Viking Partners Wolf Creek, LLC, an Ohio limited liability company, and CM Capital Fairfield, LLC, an Ohio limited liability company (together as tenants-in-common, collectively referred to as "Grantee"), (iii) Grantor is the record owner of Lot 1, Wolf Creek Replat 1, an Addition to the City of Bellevue, Sarpy County, Nebraska, and (iv) Grantee is the record owner of Lot 6, Wolf Creek Replat 1, an Addition to the City of Bellevue, Sarpy County, Nebraska.

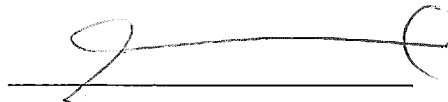
Further Affiant Sayeth Not.

Dated: February 12, 2019

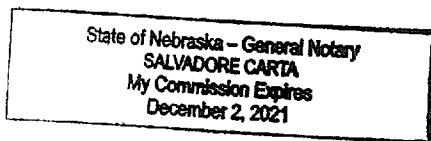


Jerry G. Banks

Subscribed and sworn to before me, this 13th day of February, 2019.



Notary Public



AMENDMENT TO SIGN EASEMENT AGREEMENT

This AMENDMENT TO SIGN EASEMENT AGREEMENT (this "Agreement") is made and executed effective as of the 6th day of April, 2018, by and between Kage Investments, LLC, a Nebraska limited liability company ("Grantor") and Viking Partners Wolf Creek, LLC, an Ohio limited liability company, and CM Capital Fairfield, LLC, an Ohio limited liability company (together as tenants-in-common, collectively referred to as "Grantee").

Preliminary Statement

Grantor is the owner of the improved real property in the Wolf Creek commercial development legally described as follows (the "Grantor Property"):

Lot 1, Wolf Creek Replat 1, an Addition to the City of Bellevue, Sarpy County, Nebraska.

Grantee is the owner of the improved real property in the Wolf Creek commercial development legally described as follows (the "Grantee Property"):

Lot 6, Wolf Creek Replat 1, an Addition to the City of Bellevue, Sarpy County, Nebraska.

The Grantor Property and the Grantee Property are subject to an existing Sign Easement Agreement dated July 27, 2017, recorded on July 31, 2017 as instrument number 2017-18182 in the Sarpy County, Nebraska, Register of Deeds (the "Sign Easement"), establishing certain sign easements.

The Grantee desires to memorialize Grantor's consent to the reconfiguration of the Existing Sign in accordance with Exhibit "A-1", attached hereto, which will permit seven (7) tenants of the Shopping Center on the sign;

Terms and Conditions

In consideration of the foregoing Preliminary Statement, which by this reference is repeated and incorporated in this portion of this Agreement in its entirety, and other valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Definitions. Any capitalized term not defined herein shall have the meaning attributed to it in the Sign Easement.
2. Existing Sign Exhibit. Page 2 of Exhibit "A", attached to the Sign Easement, is hereby deleted and Exhibit "A-1", attached hereto, is substituted in lieu thereof.

3. Changes to Use and Limitations. Paragraph 5(i) is hereby modified by deleting “change the name of the Shopping Center as depicted on the Sign from ‘Wolf Creek Shopping Center’” and substituting “change the name of the Shopping Center as depicted on the Existing Sign from Wolf Creek Plaza”.

Furthermore, Paragraph 5 (iii) is hereby modified by deleting “permit more than 6 tenants of the Shopping Center on the Sign” and substituting “permit more than 7 tenants of the Shopping Center on the Sign” in lieu thereof.

4. Amendment. Except as amended by this Agreement, the Sign Easement shall remain in full force and effect.
5. Miscellaneous. This Agreement contains the entire agreement between the parties and there are no other terms, express or implied, except as contained herein. The invalidity of any provision of this Agreement shall not affect the remaining provisions. This Agreement shall be interpreted according to Nebraska law. This Agreement may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument.

All notices, demands and communications called for in this Agreement will be given by national express mail carrier such as Federal Express or UPS and deemed delivered the next business day following the deposit of such notice, demand, or communication with such carrier. Either party may change its address by providing written notice thereof to the other party.

Grantor: Kage Investments, LLC
c/o The Lerner Company 10855
W. Dodge Rd. Ste. 270
Omaha, NE 68154
Attn: Property Management Division
Tel: 402-330-5480

Grantee: Viking Partners Wolf Creek, LLC
CM Capital Fairfield, LLC
c/o Viking Partners Management, Inc.
4901 Hunt Road, Ste. 102
Cincinnati, OH 45242
Attn: Asset Management
Tel: 513-793-9919

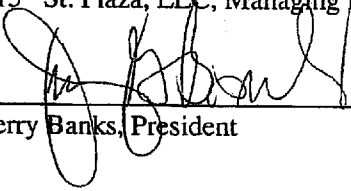
**[Space Below Intentionally Left Blank –
Grantor Signature Page to Follow]**

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first written above.

GRANTOR:

Kage Investments, LLC, a Nebraska limited liability company

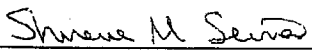
By: JSB-15th St. Plaza, LLC, Managing Member

By: 
Jerry Banks, President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 4 day of April, 2018, by Jerry Banks, President of JSB-15th St. Plaza, LLC, a Nebraska limited liability company, Managing Member of Kage Investments, LLC, a Nebraska limited liability company, on behalf of such limited liability company.




Notary Public

[Space Below Intentionally Left Blank – Grantor Signature Page to Follow]

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date first written above.

GRANTEE:

Viking Partners Wolf Creek, LLC, an Ohio limited liability company

By: Viking Partners Management, Inc., Manager

By: Bret A. Caller
Bret A. Caller, CEO

CM Capital Fairfield, LLC, an Ohio limited liability company

By: Viking Partners Management, Inc., Manager

By: Bret A. Caller
Bret A. Caller, CEO

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 6 day of April, 2018, by Bret A. Caller, as CEO of Viking Partners Management, Inc., an Ohio corporation, as Manager of Viking Partners Wolf Creek, LLC, an Ohio limited liability company.

Ohio
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)
Hamilton

Melissa D. Dick
Notary Public
MELISSA D. DICK
Notary Public, State of Ohio
My Commission Expires 04-18-2022

The foregoing instrument was acknowledged before me this 6 day of April, 2018, by Bret A. Caller, as CEO of Viking Partners Management, Inc., an Ohio corporation, as Manager of CM Capital Fairfield, LLC, an Ohio limited liability company.

Melissa D. Dick
Notary Public
MELISSA D. DICK
Notary Public, State of Ohio
My Commission Expires 04-18-2022

Exhibit "A-1"

