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Register of Deeds, Douglas County, NE
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SANITARY SEWER EASEMENT

THIS SANITARY SEWER EASEMENT (this "Easement") is executed as of April 30, 2013, by and between V.R.B. COMPANY, a Nebraska general partnership ("Grantor") and MAINLAND PROMONTORY OMAHA, LLC, a Nebraska limited liability company (together with its designees, successors, and assigns, "Grantee").

RECITALS

A. Grantor has sold and conveyed to Grantee certain real property located in Douglas County, Nebraska, more particularly described on the attached Exhibit B (the "Grantee Parcel").

B. Grantor is the owner of certain real property located adjacent to the Grantee Parcel and more particularly described on the attached Exhibit A (the "Grantor Parcel") (the Grantor Parcel and Grantee Parcel collectively referred to as the "Parcels").

C. In connection with the sale of the Grantee Parcel to Grantee and in partial consideration therefor, Grantor has agreed to grant an easement on, over and across that portion of the Grantor's Parcel depicted and legally described on the attached Exhibit C (the "Easement Area") so that Grantee may construct, install, maintain, repair, use, operate and replace a sanitary sewer line (the "Sewer").

AGREEMENT

In consideration that the following easements, except as specifically set forth below, shall be binding upon the parties hereto and the tenants, agents, customers, employees and invitees thereof, and shall attach to and run with the Parcels and shall be for the benefit of and shall be limitations upon all future owners and tenants of the Parcels and that all easements herein set forth shall be appurtenant to the dominant estates, and in consideration of the promises, covenants, conditions, restrictions, easements and encumbrances contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound and intending that the burdens and benefits herein created shall run with the land, hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys unto Grantee and its successors and assigns a permanent easement to use the Easement Area for the benefit of Grantee, and its successors and assigns, to construct, install, maintain, repair, use, operate and replace the Sewer, at Grantee's sole cost and expense. This Easement is and shall be for the benefit of the Grantee Parcel. This Easement is also for the benefit of any contractor, agent, employee, or

representative of Grantee or of Grantee's tenant for the construction, installation, maintenance, repair, use, operation and replacement of the Sewer.

2. Construction; Grant of Temporary Construction Easement. Grantee shall be responsible for the initial construction of the Sewer at its sole cost and expense. In connection with such construction and in consideration of the terms of this Easement, Grantor expressly grants to Grantee and its employees, contractors, subcontractors, and agents a temporary construction easement over the Grantor Parcel for the complete construction of the Sewer, which temporary construction easement shall terminate upon the completion of such construction. Upon request by Grantor and after the initial construction of the Sewer is completed, Grantee shall execute and deliver to Grantor a Notice of Termination of the temporary construction easement granted herein, for recording with the Office of the Douglas County Register of Deeds. Grantee shall cause any trench made on the Easement Property to be properly refilled and shall cause the Easement Area to be left in a neat and orderly condition.

3. Manholes. Grantee agrees that the Sewer shall include a manhole at each end and approximately in the middle of the length of the Sewer, and will be buried with a concrete ring and cover. Each such manhole and related concrete piping shall have a concrete ring and cover. The top of the manholes will be not less than eight (8) inches above grade.

4. Improvements. Grantor reserves the right, on behalf of itself and its successors and assigns, to place landscaping and paved drives and surface parking areas (which shall be constructed of material and thickness customary for parking ancillary to retail, office, and/or residential use) and fences within the Easement Area, so long as the same do not interfere with Grantee's use and enjoyment of the Sewer or cause damage to the Sewer's integrity, and Grantor or its successors and assigns shall be responsible for the maintenance thereof. Grantee acknowledges and agrees that the placement of such landscaping, paved drives, surface parking areas and fencing within the Easement Area, and the use, operation, maintenance, repair and replacement thereof shall not, *ipso facto*, be considered an interference with Grantee's use and enjoyment of the Sewer. Any damage to the same caused by Grantee's use of the Easement Area or by the exercise of Grantee's rights hereunder shall be promptly repaired or replaced at Grantee's sole cost and expense. Grantor agrees that it will not construct buildings or other permanent structures on the Easement Area except as described in this section.

5. Recording of Agreement. Each of the parties hereto agrees that this Easement shall be recorded in the Office of the Register of Deeds for Douglas County, Nebraska, as soon as reasonably practical, after the full execution hereof by all parties hereto.

6. No Joint Venture. Nothing contained in this Easement shall be construed to make the parties hereto partners or joint venturers or to render any party liable for any debts or obligations to the other.

7. Notices. All notices, consents and other communications hereunder shall be in writing and shall be (i) personally delivered; (ii) sent by a nationally recognized overnight courier service; (iii) sent by first class, registered or certified mail, return receipt requested, postage prepaid; or (iv) sent electronically via e-mailed PDF or via facsimile as follows, or to such other address as subsequently identified by either party in writing:

| | |
|----------|---------------------------|
| Grantor: | V.R.B. Company |
| | Attention: Paul Vacanti |
| | 11205 John Galt Boulevard |

Omaha, Nebraska 68137
Email: paul@vacanti.net

Grantee: Mainland Promontory Omaha, LLC
Attention: Kenneth M. Larish
One American Center
3100 West End Avenue, Suite 750
Nashville, Tennessee 37203
Email: klarish@mainlandcompanies.com

Any such notice, request, consent or other communications shall be deemed received (i) at such time as it is personally delivered by hand, (ii) one (1) business day after deposit with a courier delivery service, (iii) on the third business day after it is mailed, or (iv) immediately upon transmission if sent as an e-mailed PDF or if sent by facsimile, provided that no undeliverable, unavailable, or error message following transmission is received by the sender, as the case may be.

8. Successors and Assigns. All of the terms of this Easement shall be binding upon and inure to the benefit of and may be enforceable by and against the respective heirs, successors, assigns and transferees of the parties hereto.

9. No Termination of Easement. No breach of this Easement or default by any party shall entitle any other party to terminate or cancel this Easement. Such limitation shall not affect in any manner any other rights or remedies that the non-defaulting party may have by reason of such breach or default.

10. Covenants Running With the Land. The covenants, agreements, conditions and restrictions set forth in this Easement in connection with this Easement and the temporary construction easement are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefits of and enforceable to the parties hereto, and all subsequent owners of the respective interest, or any part thereof.

11. Liability and Attorneys' Fees. In the event of litigation brought to enforce this Easement by either party, the prevailing party shall be entitled to recover any damages, including reasonably foreseeable consequential damages, resulting from the breach of this Easement, plus reasonable attorney fees and expenses.

12. No Waiver. Failure of any of the parties hereto to insist on the strict performance of any provision of this Easement shall not be construed as a waiver for the future of any such provision or option. A waiver by any party hereto of the covenants, easements and agreements hereof must be in writing and signed by the party to be bound.

13. Partial Invalidity. If any provisions of this Easement or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

14. Indemnity. Grantee shall indemnify and save Grantor harmless from and against any and all claims, actions, damages, liability, and expense (including reasonable attorneys' fees and court costs) occasioned wholly or in part, directly or indirectly, by any act or omission of Grantee, its agents, contractors, or employees or by any other person or entity under the control of

or acting under the direction of Grantee occurring on or about the Easement Area in connection with this Easement. Grantor shall indemnify and save Grantee harmless from and against any and all claims, actions, damages, liability, and expense (including reasonable attorneys' fees and court costs) arising from any intentional or negligent act or omission by Grantor or any agent, contractor or employee of Grantor that adversely affects the Sewer or Grantee's rights hereunder. The indemnities herein shall apply and be enforceable with respect to Grantee, Grantor and their respective successors and assigns only with respect to and for the period in which each such Grantee, Grantor and their respective successors and assigns own the Grantor Parcel or the Grantee Parcel, as applicable. In no event shall any party be liable to the other for incidental, consequential or punitive damages.

15. Effect on Prior Easements, Liens or Encumbrances. The easements herein granted are subject to any easements, liens or encumbrances heretofore of record.

16. Not a Public Dedication. Nothing contained herein will be deemed to be a gift or dedication of any portion of the Parcels to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this grant will be strictly limited to and for the private purposes expressed herein.

17. Remedies. In the event of a breach of any of the terms or conditions of this Easement, the Party affected shall be entitled to full and adequate relief by all available legal and equitable remedies, including, without limitation, specific performance.

18. Miscellaneous. This Easement shall be interpreted according to, and governed by, the procedural and substantive laws of the State of Nebraska. Every term of this Easement shall be enforceable to the fullest extent permitted by law. Time is of the essence in the performance of each and every provision of this Easement. This Easement may be amended only by written consent by each party and such amendment shall be recorded in the property records of Douglas County, Nebraska. Each person executing this Easement on behalf of a party personally represents and warrants that he or she is duly authorized to execute this Easement in the capacity shown. This Easement may be executed in any number of counterparts, each of which taken together shall constitute one and the same original Easement of the parties.


[Signature pages to follow.]

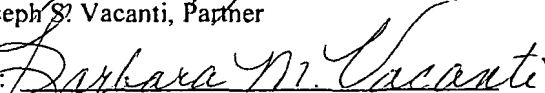
IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the date first set forth above.

GRANTOR:


V.R.B. COMPANY
a Nebraska general partnership

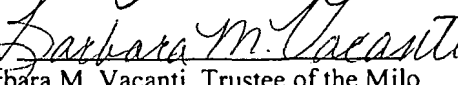
By: 
Charles J. Vacanti, Partner

By: 
Joseph S. Vacanti, Partner

By: 
Barbara M. Vacanti, Trustee of the Milo P.
Vacanti Revocable Trust dated May 21, 2008,
Partner

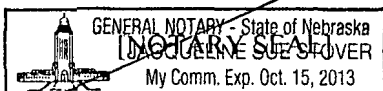
By: V & R Company, a Nebraska general
partnership, Partner

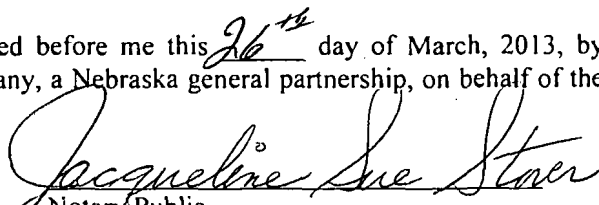
By: 
Charles J. Vacanti, Partner

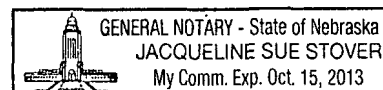
By: 
Barbara M. Vacanti, Trustee of the Milo
P. Vacanti Revocable Trust dated May
21, 2008, Partner

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Charles J. Vacanti, Partner of V.R.B. Company, a Nebraska general partnership, on behalf of the company.

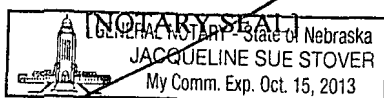


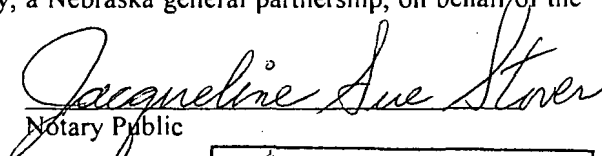

Notary Public

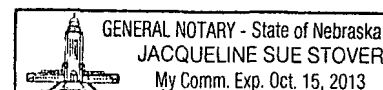


STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Joseph S. Vacanti, Partner of V.R.B. Company, a Nebraska general partnership, on behalf of the company.

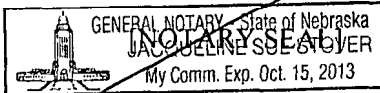



Notary Public

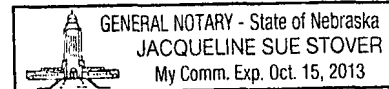


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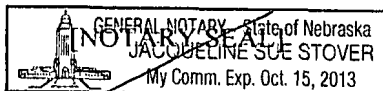
The foregoing instrument was acknowledged before me this 96th day of March, 2013, by Barbara M. Vacanti, as Trustee of the Milo P. Vacanti Revocable Trust dated May 21, 2008, Partner of V.R.B. Company, a Nebraska general partnership, on behalf of the company.



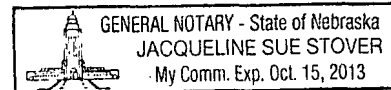
Notary Public

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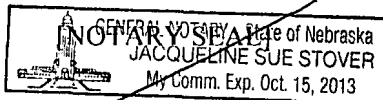
The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Charles J. Vacanti, Partner of V & R Company, a Nebraska general partnership, as Partner of V.R.B. Company, a Nebraska General Partnership, on behalf of the company.



Notary Public

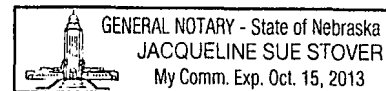
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The foregoing instrument was acknowledged before me this 26th day of March, 2013, by Barbara M. Vacanti, as Trustee of the Milo P. Vacanti Revocable Trust dated May 21, 2008, Partner of V & R Company, a Nebraska general partnership, as Partner of V.R.B. Company, a Nebraska General Partnership, on behalf of the company.



company _____
Jacqueline Sue Stover

 Notary Public



GRANTEE:

MAINLAND PROMONTORY OMAHA, LLC

By: Mainland Asset Management, LLC
Its Manager

By:

Name: Kenneth M. Larish

Title: Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, of the state and county aforementioned, personally appeared Kenneth M. Larish, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the sole Manager of Mainland Asset Management, LLC, a Tennessee limited liability company, which is the sole Manager of Mainland Promontory Omaha, LLC, a Nebraska limited liability company and the within named bargainor, and that he as such executed the foregoing instrument for the purpose therein contained.

This 26th day of March, 2013.

NOTARY PUBLIC

My Commission Expires: Dec 6, 2016

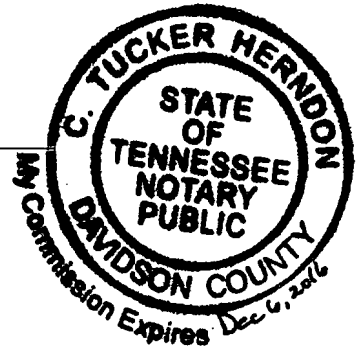


EXHIBIT A

Grantor Parcel Property Description

Lot 2, Papillion Parkway Plaza Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

EXHIBIT B

Grantee Parcel Property Description

Lot 1, Papillion Parkway Plaza Replat 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

EXHIBIT C

Easement Area

EASEMENT EXHIBIT

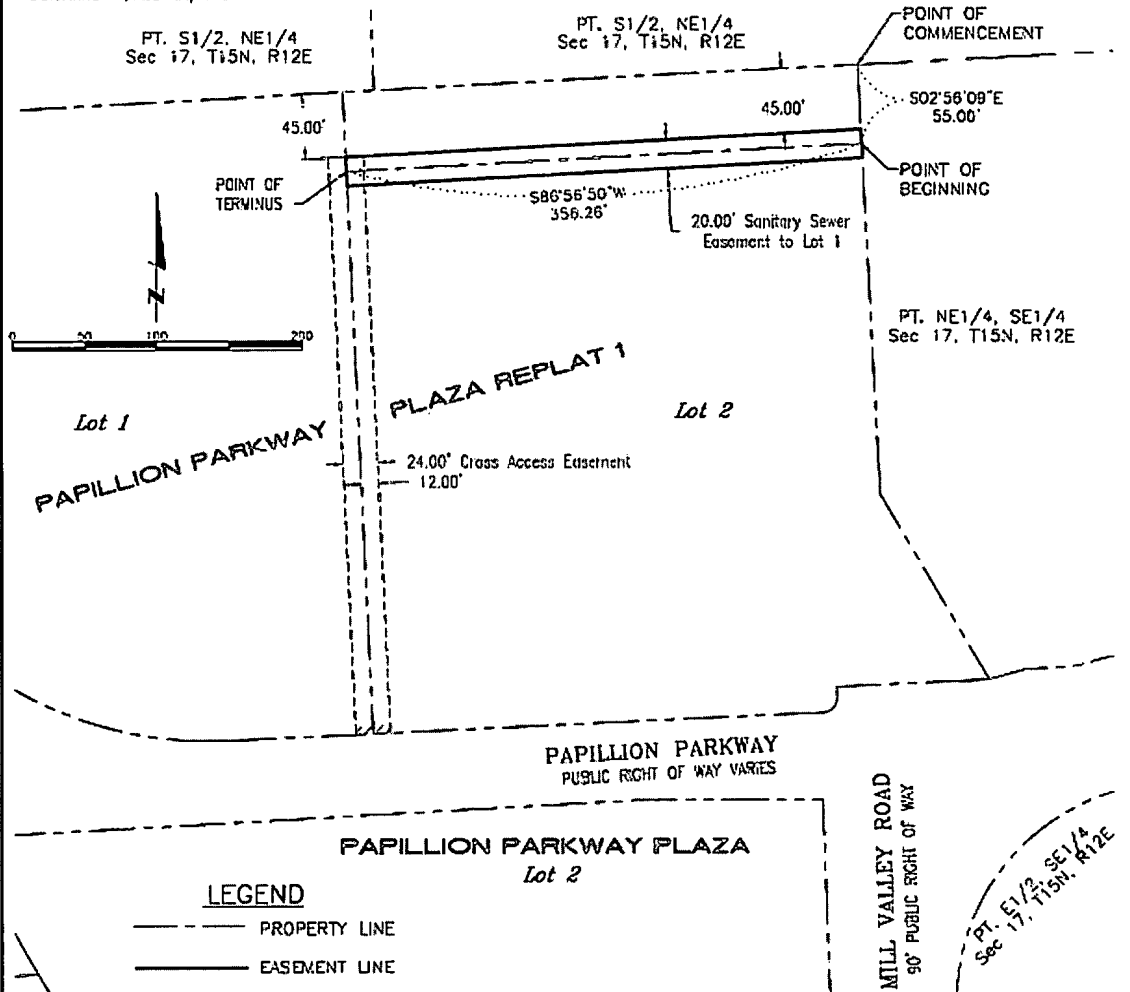
LEGAL DESCRIPTION

A 20.00 foot wide permanent easement for construction and maintenance of a Sanitary Sewer over that part of Lot 2, PAPILLION PARKWAY PLAZA REPLAT 1, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, the centerline of which is described as follows:

Commencing at the Northeast corner of said Lot 2, PAPILLION PARKWAY PLAZA REPLAT 1;

Thence South 02°56'09" East (bearings referenced to the Final Plat of PAPILLION PARKWAY PLAZA REPLAT 1) for 55.00 feet along the east line of said Lot 2 to the TRUE POINT OF BEGINNING,

Thence South 86°56'50" West 55.00 feet south of and parallel with the north line of said Lot 2, for 356.26 feet to the East Line of Lot 1, PAPILLION PARKWAY PLAZA REPLAT 1, and the point of Terminus;
Contains 7,125 square feet.



**LAMP RYNEARSON
& ASSOCIATES**

14710 West Dodge Road, Suite 100 402.496.2498 | P
Omaha, Nebraska 68154-2027 402.496.2730 | F
www.LRA-Inc.com

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ACKNOWLEDGMENT AND AGREEMENT OF LIEN HOLDER

Great Western Bank ("Bank") is the holder of a first priority lien which encumbers the Grantor Parcel, as evidenced by the following Deeds of Trust: (1) Construction Deed of Trust dated April 10, 2002, and recorded on May 16, 2002 in Book 7153 at Page 581 of the Mortgage Records of Douglas County, Nebraska, (2) Deed of Trust dated August 4, 2003, and recorded on September 15, 2003 as Instrument No. 2003176848 of the Records of Douglas County, Nebraska, as modified, and (3) Construction Deed of Trust dated July 3, 2003, and recorded on September 19, 2003 as Instrument No. 2003181406 of the Records of Douglas County, Nebraska. Bank hereby consents to the execution and recording of the Sanitary Sewer Easement (the "Easement") and states, on behalf of itself and its successors and assigns, that the Deeds of Trust shall be subject and subordinate to the terms and conditions of the Easement so that such Easement shall not be terminated but shall continue in effect notwithstanding any foreclosure or other acquisition of title pursuant to the Deed of Trust.

IN WITNESS WHEREOF, Great Western Bank has caused this Acknowledgement and Agreement of Lienholder to be signed by its duly authorized officers on its behalf, on this ____ day of March, 2013.

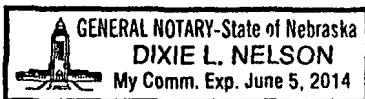
Great Western Bank

By Michael Phelps
Name MICHAEL PHELPS
Title VICE PRESIDENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 22nd day of March, 2013, before me, a Notary Public in and for said county and state, personally appeared Michael Phelps, who executed the foregoing Acknowledgement and Agreement of Lien Holder, and acknowledged before me that he was duly authorized and did execute the same as Vice President of Great Western Bank, a Nebraska state banking corporation, on behalf of the corporation.

GIVEN under my hand and Notarial Seal, this 22nd day of March, 2013.



Dixie L. Nelson
Notary Public

My Commission expires: 6-5-14