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(The above space for use of Register of Deeds.)

Upon recording, return to:  
Baird Holm LLP  
1700 Farnam Street, Suite 1500  
Omaha, NE 68102  
Phone: 402-344-0500

**RIGHT OF FIRST REFUSAL AGREEMENT**

**THIS RIGHT OF FIRST REFUSAL AGREEMENT** (this “**Agreement**”) is made and entered into this 24th day of April, 2019 (“**Effective Date**”) by and between **CWG HQ, LLC**, a Nebraska limited liability company (“**Grantor**”), and **Carson Group Holdings, LLC**, a Delaware limited liability company (“**Grantee**”).

**WHEREAS**, Grantor is or will be the fee simple owner of that certain real property located in Douglas County Nebraska, as described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

**WHEREAS**, Grantor and Grantee are parties to that certain Amended and Restated Lease Agreement dated on or about April 24, 2019 (the “**Lease**”), whereby Grantor leased to Grantee certain space within a to-be-constructed building on the Property (the “**Leased Building**”).

**WHEREAS**, in consideration for Grantee entering into the Lease, Grantor agreed to grant Grantee a right of first refusal to lease any and all space within any building, development, structure, or improvement that Grantor or any Affiliate (defined below) of Grantor may construct on the Property (excepting the Leased Building) (collectively, the foregoing an “**Additional Project**”).

**WHEREAS**, Grantor and Grantee are now entering into this Agreement to acknowledge and memorialize such right of first refusal, as further set forth in this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Right of First Refusal.

a. If Grantor receives a bona fide offer from any third party desiring to lease all or a portion of any Additional Project, Grantor shall notify Grantee in writing (referred to herein as the “**ROFR Notice**”) of its intention to accept such offer to lease such space. The ROFR Notice shall include an executed letter of intent between Grantor and a third party which shall include, at a minimum, a plan showing the applicable Additional Project and set forth the rentable square footage thereof, the offered base rent, the offered amount of any tenant improvement allowance, security deposit and initial lease term (the foregoing items are collectively referred to herein as the “**Minimum Terms**”) and any additional provisions desired by Grantor.

b. Upon receipt of the ROFR Notice, Grantee shall have fifteen (15) days to notify Grantor in writing that Grantee is: (a) exercising its right of first refusal pursuant to the terms of this Agreement, or (b) declining its right of first refusal pursuant to the terms of this Agreement. Grantee's failure to respond within such period shall be conclusively deemed to be an election by Grantee to reject and not exercise the right of first refusal with respect to the Additional Project.

c. If Grantee exercises its right of first refusal in a timely manner and within the initial three (3) Lease Years (as defined in the Lease) of the Initial Term (as defined in the Lease), Grantee shall lease the Additional Project pursuant to the ROFR Notice except that the term as to the Additional Project shall be the same as the term under the Lease; provided, however, Grantee shall have the option to postpone making any improvements to the Additional Project and the applicable rental rate during such period of un-improvement shall be adjusted proportionally. If, however, Grantee exercises its right of first refusal in a timely manner subsequent to the first three (3) Lease Years of the Initial Term, then the term for the Additional Project shall be as set forth in the Minimum Terms, unless otherwise agreed by Grantor and Grantee in writing.

d. Upon Grantee sending such notice to Grantor, Grantee will be deemed to have agreed to lease the Additional Project upon the terms set forth above. If Grantee fails (or is deemed to have failed) to accept Grantor's offer as set forth in the ROFR Notice pursuant to written notice given on a timely basis, Grantor shall thereupon be free for a period of ninety (90) days to execute a lease of the applicable Additional Project covered by the ROFR Notice with the third party on terms no more favorable to such party than the Minimum Terms proposed to Grantee in the ROFR Notice. If Grantor fails to execute a lease of the Additional Project as of the expiration of said ninety (90) day period (the "**Revival Date**"), Grantee's first refusal rights shall again apply.

e. Grantee and Grantor shall, within twenty (20) business days after the date of Grantee's notice to Grantor that it has exercised its right of first refusal hereunder with respect to the applicable Additional Project, Grantor and Grantee shall execute a written lease for the applicable Additional Project.

2. Affiliate. As used in this Agreement, the term "**Affiliate**" means, with respect to any specified person, any other person that, at the time of determination, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such specified person. For purposes of this definition, the term "control" (and correlative terms) means the power, whether by contract, equity ownership, or otherwise, to direct the policies or management of a person.

3. Effect of Termination or Expiration. The expiration or termination of the Lease, without exercise of the right of first refusal granted under this Agreement, shall act as a termination and release of such right.

4. Default & Remedies. In the event Grantor fails to provide the notices required hereunder to enable Grantee to exercise its rights hereunder or in the event Grantor materially violates the terms and conditions of this Agreement, Grantee may pursue any legal or equitable right or remedy, including, without limitation, seeking specific performance or seeking injunctive relief, in addition to monetary damages.

5. Notices. Any notice sent pursuant to this Agreement shall be hand delivered or sent by reputable overnight courier providing proof of delivery or by certified U.S. Mail, return receipt requested.

6. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may not be amended except by written instrument executed by all the parties hereto. Nothing herein contained shall be construed to amend, modify, or in any other way affect the terms, conditions and provisions of the Lease as therein set forth.

7. Binding. Agreement shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the Property.

8. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nebraska.

9. Severability. If any provision of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this Agreement, and the parties shall substitute for the invalid provisions a valid provision which most closely approximates the intent of the invalid provision.

10. Further Assurances. The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

11. Recording. This Agreement is executed and is to be recorded in the Office of the County Clerk of Douglas County, Nebraska.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives thereunto duly authorized, as of the date set forth below.

**GRANTOR:**

**CWG HQ, LLC,  
a Nebraska limited liability company**

By: Goldenrod Capital Advisors, LLC,  
a Nebraska limited liability company, Manager

By: Goldenrod Ventures, LLC,  
a Nebraska limited liability company, Sole Member of  
Manager

By: Goldenrod Companies, LLC,  
a Nebraska limited liability company, Sole Member of  
Sole Member

By: Zachary A. Wiegert  
Zachary A. Wiegert, Manager

**GRANTEE:**

**Carson Group Holdings, LLC,  
a Delaware limited liability company**

By: David Sorenson

Name: DAVID Sorenson

Title: CFO

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

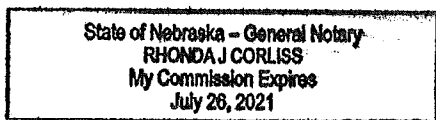
The foregoing instrument was acknowledged before me on this 24 day of April, 2019, by Zachary A. Wiegert, in his capacity as Manager of Goldenrod Companies, LLC, a Nebraska limited liability company, in its capacity as Sole Member of Goldenrod Ventures, LLC, a Nebraska limited liability company, in its capacity as Sole Member of Goldenrod Capital Advisors, LLC, a Nebraska limited liability company, as Manager of CWG HQ, LLC, a Nebraska limited liability company, on behalf of the company.

Rhonda J. Corliss  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on this 24 day of April, 2019, by David Sorenson in his capacity as CFO of Carson Group Holdings, LLC, a Delaware limited liability company, on behalf of the company.

Rhonda J. Corliss  
Notary Public



**EXHIBIT A**

**Legal Description of Property**

**Parcel 1:**

**Lot 1, West Farm Replat 5, a subdivision as surveyed, plated and recorded in Douglas County, Nebraska.**

**Parcel 2:**

**A perpetual, non-exclusive easement solely for the purposes of vehicular and pedestrian ingress and egress, as set forth in Access Easement Agreement recorded August 15, 2018 at Instrument No. 2018064541 of the Records of Douglas County, Nebraska.**