

This instrument was drafted by, and
when recorded, this instrument should
be returned to:

Michael F. Kivett
Valentine O'Toole, LLP
11240 Davenport Street
Omaha, NE 68154

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT
AND ESTOPPEL CERTIFICATE**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT AND ESTOPPEL CERTIFICATE dated September 20, 2019 ("Agreement"), is made and executed among CWG HQ, LLC, a Nebraska limited liability company, whose address is 10340 North 84th Street, Omaha, NE 68122 ("Landlord"); Carson Group Holdings, LLC, a Delaware limited liability company, whose address is 13321 California Street, Dodge Plaza, First Floor, Omaha, NE 68154 ("Tenant"); and Pinnacle Bank, a Nebraska banking corporation, whose address is 1401 N Street, Lincoln, NE 68508 ("Lender").

SUBORDINATED LEASE. Tenant and Landlord have executed an Amended and Restated Lease Agreement dated July 30, 2019 of the leased premises described herein (the "Lease").

REAL PROPERTY DESCRIPTION. The Lease covers a portion of the following described real property (the "Real Property") located in Douglas County, Nebraska, and legally described as follows:

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

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend certain financial accommodations to Landlord, secured by the Real Property (the "Superior

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Indebtedness").

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage(s), deed(s) of trust, or other lien instrument(s) from Landlord to Lender (collectively the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Lease and all of Tenant's rights in the Real Property ("Lease Rights").

REQUESTED FINANCIAL ACCOMMODATIONS. Landlord and Tenant each want Lender to provide financial accommodations to Landlord in the form of the Superior Indebtedness. Landlord and Tenant each represent and acknowledge to Lender that Landlord and Tenant will benefit as a result of these financial accommodations from Lender to Landlord, and Landlord and Tenant acknowledge receipt of valuable consideration for entering into this Agreement.

IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, LENDER, LANDLORD, AND TENANT HEREBY AGREE AS FOLLOWS:

ESTOPPEL CERTIFICATE. Tenant hereby certifies to and agrees with Lender that as of the date of this Agreement, Lender is relying on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement:

- (A) The Lease is in full force and effect and is the valid and binding obligation of Tenant, enforceable in accordance with its terms.
- (B) Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease.
- (C) The Lease shall not after the date of this Agreement be terminated without the prior written consent of Lender for any termination. Any attempted termination without the prior written consent of Lender shall be void.
- (D) The Lease shall not be modified or amended in a manner that will affect the term of the Lease or the financial obligations of Tenant under the Lease without the prior written consent of Lender for any and each such modification or amendment. Any attempted modification or amendment of the Lease that will affect the term or the financial obligations of Tenant without prior consent of Lender shall be void.
- (E) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease and, during the term of the Superior Indebtedness, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without the prior written consent of Lender; provided, however, Tenant shall have the right, without approval of Lender, to (i) transfer stock, partnership interest, membership interest or other ownership interests of Tenant provided the financial condition of Tenant is not materially affected by such transfer; and (ii)

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assign Tenant's interest in the Lease to any entity that is either (a) a surviving corporation in the event of a merger or consolidation by Tenant so long as such survivor owns the majority of the assets of Tenant, (b) Tenant's parent corporation, a wholly-owned subsidiary of Tenant or an entity controlled by or under common control with Tenant or (c) any entity which may acquire all or substantially all of the assets of Tenant.

SUBORDINATION. Notwithstanding anything in the Lease to the contrary, the parties acknowledge and agree that the Lease and Lease Rights are and shall be subject and subordinate in right, interest and lien, and for all purposes, to Lender's Lien, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent lien of the Lender with which Lender's Lien may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

NON-DISTURBANCE. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default of the Superior Indebtedness and/or under Lender's Lien unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If the Lease has not been terminated, then, when Lender succeeds to the interest of Landlord, the Lender shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement.

ATTORNMENMENT. If Lender shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Lender, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated. Such attornment shall be effective and self-operative without the execution of any further Instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, any instrument or certificate which, in the sole judgment of Lender, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

NO LIABILITY FOR LENDER. Lender in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of annual base rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Lender had not succeeded to the interest of Landlord; provided, however, that Lender shall not be:

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- (A) Liable for any act or omission of or any claims against any prior landlord, including Landlord; or
 - (B) Subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord; or
 - (C) Bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord; or
 - (D) Bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent where such consent is required by the terms of this Agreement; or
 - (E) Liable for any sum that any prior landlord, including Landlord, owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Lender, or
 - (F) Bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or
 - (G) Liable for any construction obligation of any prior landlord, Including Landlord; or
 - (H) Liable for any breach of representation or warranty of any prior landlord, including Landlord.

NEW LEASE. If Lender shall succeed to the interest of the Landlord under the Lease, upon the written request of Lender to Tenant, Tenant shall execute and deliver to Lender a lease of the Real Property upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired term of the Lease existing prior to such transfer.

ACKNOWLEDGMENT AND AGREEMENT BY LANDLORD. Landlord, as landlord under the Lease, acknowledges and agrees for itself and its heirs, successors and assigns to each of the following:

- (A) This Agreement does not in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the promissory note or other loan documents evidencing or securing the Superior Indebtedness or Lender's Lien.
- (B) In the event of a default under the promissory note or other loan documents evidencing or securing the Superior Indebtedness and/or Lender's Lien, Landlord hereby consents to Tenant's attornment to Lender and, upon such event, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Lease.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No

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alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. If Lender forecloses or institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Landlord also will pay any court costs, in addition to all other sums provided by law.

Authority. Any person who signs this Agreement on behalf of Landlord and Tenant represents and warrants that he or she has authority to execute this Agreement.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska.

Notices. Any notice required to be given under this Agreement shall be given in writing, and, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given 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

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this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing among Lender, Landlord, and Tenant shall constitute a waiver of any of Lender's rights or of any of Landlord's and/or Tenant's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS.

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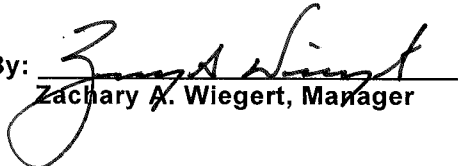
LANDLORD:

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

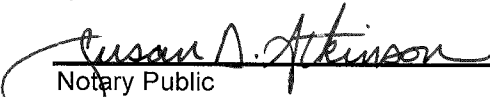
By: Goldenrod Companies, LLC, a
Nebraska limited liability
company, Sole Member

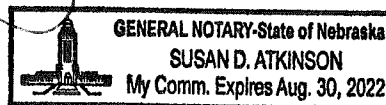
By: 
Zachary A. Wiegert, Manager

LANDLORD ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

The foregoing instrument was executed and acknowledged before me this 18TH
day of September, 2019, by Zachary A. Wiegert, Manager of Goldenrod Companies,
LLC, a Nebraska limited liability company, Sole Member of Goldenrod Ventures, LLC,
a Nebraska limited liability company, Sole Member of Goldenrod Capital Advisors, LLC,
a Nebraska limited liability company, Manager of CWG HQ, LLC, a Nebraska limited
liability company, for and on behalf of the Company.


Notary Public

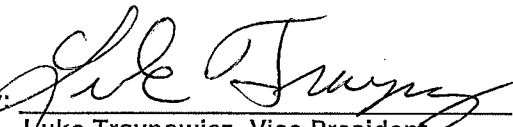


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LENDER:

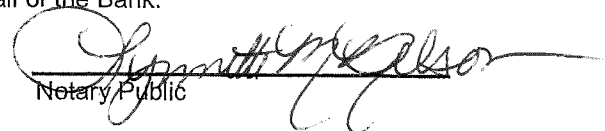
PINNACLE BANK, a Nebraska banking
corporation

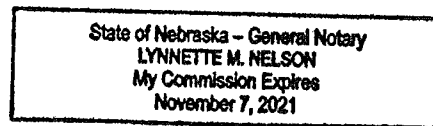
By: 
Luke Traynowicz, Vice President

LENDER ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

The foregoing instrument was executed and acknowledged before me this 20th
day of September, 2019, by Luke Traynowicz, Vice President of Pinnacle Bank, a
Nebraska banking corporation for and on behalf of the Bank.


Notary Public



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TENANT:

CARSON GROUP HOLDINGS, LLC, a Delaware
limited liability company

By: 
David Srenar, Chief Financial Officer

TENANT ACKNOWLEDGMENT

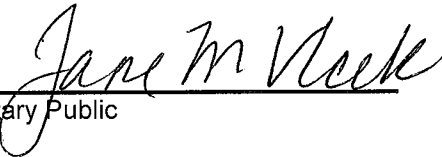
STATE OF NEBRASKA

)
) SS
)

COUNTY OF DOUGLAS

The foregoing instrument was executed and acknowledged before me this 18th day
of September, 2019, by David Srenar, Chief Financial Officer of Carson Group
Holdings, LLC, for and on behalf of the company.

State of Nebraska – General Notary
JANE M. VLCEK
My Commission Expires
August 22, 2023


Notary Public

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EXHIBIT "A"

Parcel 1:

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

Parcel 2:

A perpetual, non-exclusive easement solely for the purpose 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.