

Prepared by, and Upon Recording Return to:

Vertical Bridge Real Estate, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
Attn: Daniel Marinberg
Site Number: US-NE-1116
Site Name: 947 Terminal
Commitment #: VTB-129485C

(Above Space for Recorder's Use Only)

**CONSENT TO EASEMENT AND SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT**

**THIS CONSENT TO EASEMENT AND SUBORDINATION, NON-DISTURBANCE AND
ATTORNMEN T AGREEMENT** (the "**Agreement**") dated the 8th day of August 2022, is
made and entered into by and between **947 TERMINAL, LLC**, a Nebraska limited liability company (the
"**Borrower**" or "**Grantor**"), **VERTICAL BRIDGE REAL ESTATE, LLC**, a Delaware limited liability
company (the "**Grantee**"), and **FRONTIER BANK** (the "**Lender**").

W I T N E S S E T H

WHEREAS, Borrower is the fee simple holder of certain real property more particularly described
in **Exhibit A** attached hereto (the "**Premises**");

WHEREAS, the Lender has made a loan to Borrower, which loan is secured by that certain Deed
of Trust, dated October 16, 2020 and recorded on October 20, 2020 at Instrument # 2020055530, together
with that certain Assignment of Rents and Leases, dated October 16, 2020 and recorded on October 20,
2020 at Instrument # 2020055531, as modified by that certain Modification of Deed of Trust dated
December 23, 2021, recorded January 3, 2022, as affected by the Deed of Partial Reconveyance recorded
January 25, 2022 at Instrument # 2022003879 , and that certain Partial Release of Assignment of Rents
recorded at Instrument #2022003080, all in the Office of the Lancaster County Register of Deeds (as may
be amended, "collectively, **Deed of Trust**"), which Deed of Trust encumbers the Premises;

WHEREAS, Grantor and Grantee entered into that certain Easement and Assignment of
Agreement ("**Easement**"), dated August 8, 2022, a Memorandum of which Easement is
recorded on August 9, 2022 at 2022034419 in the Office of the Lancaster County
Register of Deeds.

WHEREAS, the parties desire to evidence the subordination by Grantee of its interest in the Premises and Lender's agreement not to disturb Grantee's possession of the Premises on the terms more particularly set forth herein;

WHEREAS, Grantee and Borrower desire to evidence Lender's acceptance and consent to the Easement and Grantee's rights therein.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. **Non-Disturbance.** So long as Grantee is not in default (after the expiration of all periods afforded to Grantee during which Grantee has the right to cure any default), in the payment of rent, additional rent or other sums or charges now or hereafter payable under the Easement, or in the performance of any of the terms, covenants or conditions of the Easement, Grantee shall not, by reason of foreclosure of the Deed of Trust, acceptance of a deed in lieu of foreclosure, or the exercise of any remedy provided in the Deed of Trust, be disturbed in Grantee's use, occupancy and quiet enjoyment of the Premises during the term of the Easement or any extension thereof set forth in the Easement, and Grantee shall have the right to exercise all renewal terms set forth in the Easement in accordance with the terms of the Easement.

2. **Subordination.** Conditioned upon and subject to Lender's compliance with Section 1 above, Grantee hereby completely and unconditionally subordinates the Easement, all rights and options thereunder and all amendments thereof, to the lien of the Deed of Trust and all terms and provisions thereof.

3. **Attornment.** In the event Lender takes actual or constructive possession of the Premises, either as the result of appointment of a receiver, foreclosure or acceptance of a deed to the Premises in lieu of foreclosure, or otherwise, or in the event the Premises shall be purchased at a foreclosure sale by a third party, Grantee shall attorn to Lender or its designee, or such third party purchaser, as applicable, and Grantee shall recognize Lender or its designee or such third party purchaser, as applicable, as grantor under the Easement, and Lender or its designee or such third party purchaser will recognize and accept Grantee as grantee thereunder, whereupon the Easement shall continue in full force and effect as a direct easement between Lender or its designee or such third party purchaser, as applicable, and Grantee for the full term thereof, together with all extensions and renewals thereof as the same may be exercised by Grantee thereunder. Lender or its designee or such third-party purchaser, as applicable, shall thereafter assume, perform and be bound by all of Grantor's obligations, as if Lender or its designee or such third-party purchaser were originally named therein as Grantor.

4. **Lender's Consent.** To the extent any such consent is required by Lender pursuant to the Deed of Trust, Lender acknowledges that Lender has reviewed the form of the Easement and hereby consents to Borrower entering the Easement and Grantee's use therein.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

6. **Amendment.** This Agreement may not be changed, amended, or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by the parties hereto.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective successors and assigns; provided, however, that in the event of the

[Borrower's Signature Page to Consent to Easement and Subordination, Non-Disturbance and Attornment Agreement]

IN WITNESS, WHEREOF, the parties hereto have executed this Consent to Easement and Subordination, Non-Disturbance and Attornment Agreement as of the date last signed by a party hereto.

BORROWER:

947 TERMINAL, LLC, a
Nebraska limited liability company

By: _____

Print Name: _____

Title: Manager

STATE OF Nebraska

COUNTY OF Lancaster

On this 2nd day of August, 2022, before me personally appeared Mike Works, to me personally known, who, being by me duly sworn (or affirmed), did say that he is a Manager of **947 TERMINAL, LLC**, a Nebraska limited liability company, and that said instrument was signed and sealed on behalf of said company by authority of its board of directors (or trustees), and said Mike Works acknowledged said instrument to be the free act and deed of said company.

Notary Public

Printed Name: Carlos D. Ortega

My Commission Expires: February 16, 2026

Commission # _____



Site Name: 947 Terminal
Site Number: US-NE-1116

IN WITNESS WHEREOF, the undersigned has duly executed, acknowledged and delivered this instrument as its true act and deed.

LENDER:

FRONTIER BANK

By: [Signature]

Print Name: Philip Goyette

Title: Vice President

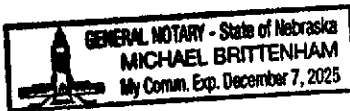
STATE OF Nebraska

COUNTY OF Lancaster

On this 4th day of August, 2022, before me appeared Philip Goyette, to me personally known, who, being by me duly sworn (or affirmed), did say that he/she is the Vice President of Frontier Bank, and that said instrument was signed and sealed on behalf of said company by authority of its board of directors (or trustees), and said Philip Goyette acknowledged said instrument to be the free act and deed of said company.

[Signature]

Notary Public



Printed Name: Michael Brittenham

My Commission Expires: 12-7-2025

Commission # N/A

IN WITNESS WHEREOF, the undersigned has duly executed, acknowledged and delivered this instrument as its true act and deed.

GRANTEE:

VERTICAL BRIDGE REAL ESTATE, LLC, a
Delaware limited liability company

By: 

Name: Adam B. Ginder

Title: VP & Associate General Counsel

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this 1st day of August, 2022, before me personally appeared Adam B. Ginder, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the VP & Associate General Counsel of Vertical Bridge Real Estate, LLC, a Delaware limited liability company, and that said instrument was signed and sealed on behalf of said company by authority of its board of directors (or trustees), and said Adam B. Ginder acknowledged said instrument to be the free act and deed of said company.



Julie Ann Carson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG924624
Expires 10/21/2023


Notary Public

Printed Name: Julie Ann Carson

My Commission Expires: 10/21/23

Commission # GG924624

EXHIBIT A

Legal Description

Real Property located in Lancaster County, State of Nebraska

NO
CCL1-6B54

Parcel 1:
Lots A, B, C, G and H, County Clerk's Subdivision of Lots 1-6, Block 54, Original Lincoln, Lancaster County, Nebraska.

NO
CC19-
21B54

Parcel 2,
Lots A, B, C, D, E and F, County Clerk's Subdivision of Lots 19, 20, and 21, Block 54, Original Lincoln, Lancaster County, Nebraska.