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**FIRST AMENDMENT
COMMERCIAL/INDUSTRIAL SUBDIVISION AGREEMENT
SOUTHPORT WEST SUBDIVISION (herein the "SUBDIVISION")
(126TH AND GILES ROAD)**

THIS FIRST AMENDMENT dated this 30 day of August, 2007, to be effective as of June 6, 2006, to that COMMERCIAL INDUSTRIAL SUBDIVISION AGREEMENT dated the 30th day of June, 2005, by and between SOUTHPORT WEST PARTNERS, LLC, a Nebraska limited liability company (herein "Southport West Partners"), MILLARD LUMBER, INC., a Nebraska corporation (therein "Millard Lumber, Inc."), JOHN Q. HAMMONS, TRUSTEE, JOHN Q. HAMMONS REVOCABLE TRUST DATED DECEMBER 28, 1989, as amended as restated (herein "Hammons Trust"), the foregoing three entities being therein collectively referred to as "Subdividers"; SANITARY IMPROVEMENT DISTRICT NO. 253 OF SARPY COUNTY, NEBRASKA (therein and herein referred to as "District"), and the CITY OF LA VISTA, a Municipal Corporation in the State of Nebraska (therein and herein referred to as "City").

WITNESSETH:

WHEREAS, City annexed Southport West Subdivision and as a result thereof Sanitary and Improvement District No. 253 of Sarpy County was merged into the City effective October 5, 2005 and no longer has separate existence.

WHEREAS, Millard Lumber no longer owns any land within the Subdivision and there have been a number of other land transfers since the inception of the Subdivision Agreement on June 30, 2005; and

WHEREAS, effective as of January 23, 2006, Lots 5 through 14, inclusive, of Southport West were re-subdivided and replatted as Lots 1, 2 and 3, inclusive. Southport West Replat One, a Subdivision is Sarpy County, Nebraska, and Lots 1 and 2 thereof were conveyed by Heritage-Westwood La Vista, LLC as follows:

Lot 1, Southport West Replat One to Cabela's Retail, Inc. (herein "Cabela's") by Warranty Deed dated May 24, 2006.

Lot 2, Southport West Replat One to the City of La Vista by Warranty Deed dated May 15, 2006.

Lot 3, Southport West Replat One is yet owned by Heritage-Westwood La Vista, LLC (herein "Heritage-Westwood"); and

WHEREAS, the parties signatory to this First Amendment are the current legal owners of record of lots within the Subdivision comprising Southport West Subdivision, which properties are owned as follows:

Southport West Partners, LLC is the owner of Lots 1 through 4, inclusive and Lots 15, 16 and 27;

John Q. Hammons, Trustee of the John Q. Hammons Revocable Trust dated December 18, 1989, as amended and restated (herein "Hammons Trust") is the owner of Lot 17;

JQH - La Vista CY Development, LLC (herein "JQH - La Vista") is the owner of Lot 18;

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Heritage-Westwood La Vista, LLC is the owner of Lots 19 through 26, inclusive and Lot 3, Southport West Replat One;

Cabela's Retail, Inc. is the owner of Lot 1, Southport West Replat One; and

City of La Vista is the owner of Lot 2, Southport West Replat One;

herein collectively referred to as the "Land Owners"; and

WHEREAS, the City and the Land Owners intend by this First Amendment to the Subdivision Agreement to amend the provisions of said Subdivision Agreement pertaining to installation, design, maintenance and cost of street lighting of public streets within the Subdivision as hereinafter set forth in this First Amendment.

NOW THEREFORE, Land Owners and City agree that the Subdivision Agreement is hereby amended as follows:

1. Additional Definitions. Section 1 "Definitions" of the Subdivision Agreement is hereby amended to add the following definitions:
 - a. "District" shall mean Sanitary and Improvement District No. 253 of Sarpy County, Nebraska, merged into the City effective October 5, 2005 and no longer has a separate existence.
 - b. "Land Owners" for purposes of this First Amendment shall collectively mean the current owners of record identified in the fourth recital clause hereof, their successors and assigns.
 - c. "Replat One" shall mean the replat dated January 23, 2006, whereby Lots 5 through 14, inclusive, Southport West Subdivision were re-subdivided and replatted and are now Lots 1, 2 and 3, inclusive, Southport West Replat One, a Subdivision in Sarpy County, Nebraska.
 - d. "Subdivision Agreement" shall mean the Commercial/Industrial Subdivision Agreement dated June 30, 2005, identified in the first paragraph of this First Amendment.
2. Amendment of Section 2-I. Section 2-I of the Subdivision Agreement is hereby amended to read in its entirety as follows:
 - "I. Street Lighting. Street Lighting of public streets dedicated per plat (Exhibit "B-1") to be installed by Subdividers with allocation of costs as specified in Section 3 below. Subdividers, with design approval of the City Administrator, shall install, or cause to be installed, decorative street lighting, consistent with the Southport West Design Criteria. All lighting shall be in compliance with the design guidelines (Exhibit "D") unless the City approves an alternate design."
3. Amendment of Section 4-H. Section 4-H of the Subdivision Agreement is hereby amended in its entirety to read as follows:
 - "H. Street Lighting. The Subdividers are to cause upgraded ornamental public street lighting to be installed along Southport Parkway and Westport Parkway of a number and style and location approved by the City. Street lighting shall be designed by qualified electrical

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engineers and installed by qualified contractors and in compliance with all local, state and national electric and lighting codes. The Subdividers shall pay for the initial design and installation of the public street lighting and shall comply with all applicable requirements set forth in Section 11 of the Agreement. Upon completion of the requirements in Section 11, the City shall be responsible for the cost of operation and maintenance of the public street lighting. The costs of the ornamental public street lighting which are in excess of the costs of standard public street lighting that is normally furnished and installed by the Omaha Public Power District ("OPPD") shall be the responsibility of the Subdividers and the Southport West Property Owners Association, as successor in obligation to the Subdividers. Such excess costs shall apply to both the initial installation and the ongoing operation and maintenance costs. The allocation of costs between standard and ornamental public street lighting shall be as follows:

- (1) The initial installation costs for standard public street lighting shall be \$2,450.00 per street light. Upon the satisfactory completion of initial installation and payment by the Subdividers of the cost thereof, the City shall reimburse the Subdividers the cost thereof not to exceed \$2,450.00 for each ornamental public street light which is of a design, location and illumination that has been installed and approved by the City.
- (2) The ongoing operation and maintenance costs (including energy costs billed by OPPD) shall be paid for by the City of La Vista. The parties agree that the maintenance costs are uncertain and variable. In lieu of actual cost data it is agreed that the City will bill the Subdividers or the Southport West Property Owners Association annually a fee of \$100 per ornamental public street light as the agreed upon costs of operation and maintenance above and beyond the standard public street lighting operation and maintenance costs. Such costs shall be adjusted annually in direct proportion to the increase in annual costs charged to the City by OPPD for operation and maintenance of like ornamental public street lighting, or if there be none, then in direct proportion to increases in OPPD's costs charged to the City of La Vista for operation and maintenance of standard public street lighting."

4. No Revision Beyond Expressed Terms of Amendment. The Subdivision Agreement remains in full force and effect as originally written, except as specifically amended by this First Amendment thereto.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, we, the parties hereto, by our respective duly authorized agents hereby affix our signatures the day and year first above written.

ATTEST:

SOUTHPORT WEST PARTNERS, LLC, a Nebraska
limited liability company

Jackie J. Rushlow

By

Dennis J. Hoth

Dennis J. Hoth, Managing Member

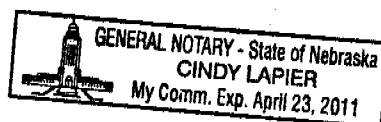
ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF Douglas)

On this 4 day of September, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Dennis J. Hoth, personally known by me to be the Managing Member of Southport West Partners, LLC, and the identical person whose name is affixed to the foregoing First Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Southport West Partners, LLC.

WITNESS my hand and Notary Seal the day and year last above written.

Cindy Lapiere
NOTARY PUBLIC



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**COUNTERPART TO FIRST AMENDMENT
COMMERCIAL/INDUSTRIAL SUBDIVISION AGREEMENT
SOUTHPORT WEST SUBDIVISION**

ATTEST:

JOHN Q. HAMMONS, TRUSTEE, JOHN Q. HAMMONS
REVOCATBLE TRUST DATED DECEMBER 28, 1989,
AS AMENDED AND RESTATED

Michael Rooney

By *[Signature]*
John Q. Hammons, Trustee

ACKNOWLEDGEMENT OF NOTARY

STATE OF Missouri)
COUNTY OF Greene)

On this 4th day of September, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared John Q. Hammons, personally known by me to be the Trustee John Q. Hammons Revocable Trust dated December 28, 1989, as amended and restated, and the identical person whose name is affixed to the foregoing First Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed as said Trustee and the voluntary act deed of said Trust.

WITNESS my hand and Notary Seal the day and year last above written.

Carmen G. Coker

NOTARY PUBLIC



CARMEN G. COKER Comm#07435743
Christian County State of Missouri
My Commission Expires Feb. 13, 2011

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**COUNTERPART TO FIRST AMENDMENT
COMMERCIAL/INDUSTRIAL SUBDIVISION AGREEMENT
SOUTHPORT WEST SUBDIVISION**

ATTEST:

JQH – LA VISTA CY DEVELOPMENT, LLC a Missouri
limited liability company

Mike Loomis

By [Signature]

ACKNOWLEDGEMENT OF NOTARY

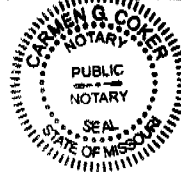
STATE OF Missouri)
COUNTY OF Greene)

On this 4th day of September, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared John G. Hammons, personally known by me to be the Managing Member of JQH – La Vista CY Development, LLC, and the identical person whose name is affixed to the foregoing First Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said JQH – La Vista CY Development, LLC.

WITNESS my hand and Notary Seal the day and year last above written.

Carmen G Coker

NOTARY PUBLIC



CARMEN G. COKER Comm#07435743
Christian County State of Missouri
My Commission Expires Feb. 13, 2011

6

COUNTERPART TO FIRST AMENDMENT
COMMERCIAL/INDUSTRIAL SUBDIVISION AGREEMENT
SOUTHPORT WEST SUBDIVISION

ATTEST:

CABELA'S RETAIL INC.

[Signature]

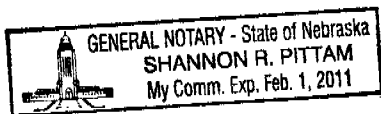
By [Signature]

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF Cheyenne)

On this 12th day of September, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Jim Holland, personally known by me to be the Vice President of Cabela's Retail Inc., and the identical person whose name is affixed to the foregoing First Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Cabela's Retail Inc.

WITNESS my hand and Notary Seal the day and year last above written.



[Signature]
NOTARY PUBLIC

H

COUNTERPART TO FIRST AMENDMENT
COMMERCIAL/INDUSTRIAL SUBDIVISION AGREEMENT
SOUTHPORT WEST SUBDIVISION

ATTEST:

Pamela A. Buethe
Pamela A. Buethe, City Clerk

CITY OF LA VISTA

By

Douglas Kindig, Mayor

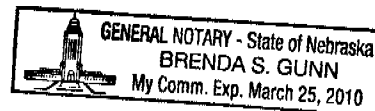
ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF Sarpy)

On this 30th day of August, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Douglas Kindig, personally known by me to be the Mayor of the City of La Vista and Pamela A. Buethe, to me personally known to be the City Clerk of the City of La Vista, the identical persons whose names are affixed to the foregoing First Amendment to Subdivision Agreement, and acknowledged the execution thereof to be their voluntary act and deed and the voluntary act and deed of said City.

WITNESS my hand and Notary Seal the day and year last above written.

Brenda S. Gunn
NOTARY PUBLIC



2007-28607 I

**COUNTERPART TO THIRD AMENDMENT
COMMERCIAL/INDUSTRIAL SUBDIVISION AGREEMENT
SOUTHPORT WEST SUBDIVISION**

Heritage-Westwood LaVista, LLC has executed this Third Amendment to Subdivision Agreement solely for the purpose set forth in this Paragraph 18.

EXECUTED by Heritage-Westwood La Vista, LLC this 14th day of September 2007.

ATTEST:

HERITAGE-WESTWOOD LA VISTA, LLC, a
Delaware limited liability company

By: WDG LaVista, LLC, a Michigan
limited liability company, its Manager

By: Michael J. Bowen

Name: Michael J. Bowen
Title: Manager

ACKNOWLEDGEMENT OF NOTARY

STATE OF MICHIGAN)
COUNTY OF MUSKEGON)

On this 14th day of September, 2007, before me a Notary Public, duly commissioned and qualified in and for said County, appeared Michael J. Bowen personally know by me to be the Managing Member of Heritage-Westwood La Vista, LLC, and the identical person whose name is affixed to the foregoing Third Amendment to Subdivision Agreement, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Heritage-Westwood La Vista, LLC.

WITNESS my hand and Notary Seal the day and year last above written.

Sharon E. Nienhuis
NOTARY PUBLIC

SHARON E. NIENHUIS
Notary Public, State of Michigan
County of Muskegon
My Commission Expires Sep. 19, 2013
Acting in the County of _____