



IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

TONY SALDI and DEBRA SALDI,

Plaintiffs,

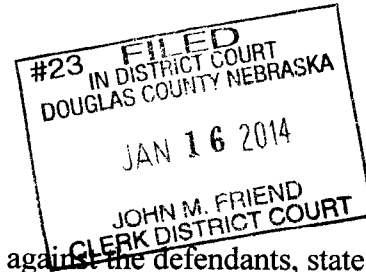
v.

ROD LAIBLE and RD FAMILY LIMITED
PARTNERSHIP, a NE limited partnership,

Defendants.

D 01 CI 11 0006621

**PLAINTIFFS' FIRST
AMENDED COMPLAINT**



COME NOW the plaintiffs, and for their cause of action against the defendants, state and allege as follows:

GENERAL ALLEGATIONS

1. All of the acts and events described below took place in Douglas County, Nebraska.
2. Venue for all causes of action set forth below is proper in this Court.
3. Plaintiff Tony Saldi (also known as Anthony Saldi), is a resident of Douglas County, Nebraska, is the spouse of Plaintiff Debra Saldi and is a party to and one of the signatories to the Joint Property Settlement Agreement dated April 23, 2010 ("Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit "A."
4. Plaintiff Debra Saldi is a resident of Douglas County, Nebraska, is the spouse of Plaintiff Tony Saldi and is a party to and one of the signatories to the Agreement.
5. Defendant Rod Laible is a resident of Washington County, Nebraska, was the spouse of Deanne Laible, deceased, is a party to and one of the signatories to the Agreement and is a devisee under the Last Will and Testament of Deanna Laible.
6. Defendant RD Family Limited Partnership is a Nebraska Limited Partnership doing business in Douglas County, Nebraska.

FIRST CAUSE OF ACTION

7. Prior to and on April 23, 2010, in Douglas County, Nebraska, Plaintiffs and Defendants owned together a number of joint properties. Such joint properties included real property located in Douglas County, Nebraska and included Nebraska corporations and/or limited liability companies that owned real property and/or businesses in Douglas County, Nebraska.

8. On or about April 23, 2010, in Douglas County Nebraska, Plaintiffs and Defendants executed and entered into the Agreement.

9. In the Agreement, "Rod" refers to Defendant Rod Laible and includes all entities in which Defendant Rod Laible has or had any interest, as provided for and identified in Section 7 of the Agreement.

10. In the Agreement, "Tony" refers to Plaintiff Tony Saldi and includes all entities in which Plaintiff Tony Saldi has or had any interest, as provided for and identified in Section 7 of the Agreement.

11. Plaintiffs have performed all duties, promises and obligations under the Agreement which were required to be performed by Plaintiffs.

12. Defendants refuse to perform all provisions of the Agreement and have continued to indicate their refusal to perform all provisions under the Agreement, even though demand has been made upon the Defendants by the Plaintiffs and Defendants have taken advantage of, and benefited from, certain provisions of the Agreement.

13. The provisions of the Agreement that Defendants have refused to perform, include, but are not limited to:

(a) Paragraphs #1 and #4 of the Agreement and paragraph #5 of Option 6, Exhibit 1B. Defendant Rod Laible agreed that "Rod shall pay off his American National Bank loan of approximately 2.3 million dollars no later than March 31, 2011." Defendant Rod Laible failed to comply with this provision of the Agreement. As a result of this breach, Plaintiffs lost the property identified in paragraph

#2 of Option 6, Exhibit 1B, valued at \$1,670,000.00 and the credit of \$2,500.00 stated in paragraph #3 of Option 6, Exhibit 1B, in the total amount of \$1,672,500.00.

(b) Paragraph #3 of the Agreement. Defendants failed to administer and process the Penske truck rental contracts and Plaintiffs then failed to receive the Penske income revenue and merchandise for the 24-month period commencing on June 1, 2010 in the amount of approximately \$29,500.00 per year. Defendants also lost Plaintiffs' inventory in the amount of \$1,000.00. That as a result of Defendants' failure to comply with this paragraph of the Agreement, Plaintiffs have been damaged in the approximate amount of \$50,000.00.

(c) Paragraph # 4 of the Agreement. The joint land described in Paragraph # 4 of the Agreement has been divided but Defendants have refused to pay their share of the expenses, taxes and special assessments from March 7, 2004 to April 23, 2010, including transfer and transaction costs for dividing joint land. These amounts were required to be paid by Plaintiffs. As a result of Defendants failing to pay these amounts, Plaintiffs have been damaged in the approximate amount of \$582,312.00.

SECOND CAUSE OF ACTION

14. Plaintiffs hereby reallege and incorporate by reference the allegations contained in Paragraphs 1 through 13 above.

15. On or about November 30, 2007, Defendant RD Family Limited Partnership executed and delivered to Plaintiffs a Secured Promissory Note under which Defendant promised to pay to Plaintiffs the sum of \$197,332.79 plus the interest at the interest rate set forth therein, and at the times set forth therein, but in all events on February 1, 2010. A copy of said Secured Promissory Note is attached hereto and incorporated herein as Exhibit "B".

16. No payments to Plaintiffs or to anyone have been made by RD Family Limited Partnership as required by the Secured Promissory Note. RD Family Limited Partnership is now in default under the Secured Promissory Note and owes Plaintiff \$197,332.79 in principal, plus interest at the interest rate set forth therein from and after November 30, 2007.

WHEREFORE, as a result of Defendants' breach of the Joint Property Settlement Agreement, plaintiffs pray for judgment against the Defendants on their First Cause of Action in the amount of \$2,304,812.00, plus interest, costs of this action and for such other and further relief as this Court deems just and equitable; and as a result of Defendant RD Family Limited Partnership's failure to pay the Secured Promissory Note, Plaintiffs pray for judgment against the Defendant in the amount of \$197,332.79, plus interest, costs of this action and for such other and further relief as this Court deems just and equitable.

DATED this 16th day of January, 2014.

TONY SALDI and DEBRA SALDI,; Plaintiffs,

By Michael F. Scahill

Michael F. Scahill #16365

Cassem, Tierney, Adams, Gotch & Douglas

9290 W Dodge Rd. #302

Omaha, NE 68114

(402) 390-0300

(402) 390-9676

mscahill@ctagd.com

One of Plaintiffs' Attorneys

and

Joseph J. Skudlarek, #13869

1055 N 115 Street – STE 301

Omaha, Nebraska 68154

402 522 6001

jjskudlarek@jjskudlarek.com

One of Plaintiffs' Attorneys

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on January 16, 2014, I hand-delivered a true and accurate copy of the forgoing to:

Rex Rezac
Fraser Stryker PC LLO
500 Energy Plaza
409 S 17 ST
Omaha NE 68102

By Michael F. Schill

Joint Property Settlement Agreement

April 23, 2010

The parties (and each for their entities) agree to the following:

1. Inn @ Cherry Hills: As the goal is to sell, trade or split joint properties, we will continue to market the Inn @ Cherry Hills and agree to sell for a cash sale price which generates not less than \$1,000,000.00 to each of us, on terms and conditions that are normal and customary for the industry. Rod's proceeds from sale of property to first be used to satisfy any remaining balance on American National Bank loan on the joint land to be retained by Tony and to release Tony's portion of the joint land from the deed of trust held by American National Bank.
2. Highland Properties LLC is owned 100% by Saldi and Laible waives all rights thereto. Laible to be released from the Mutual of Omaha Bank personal guarantee of all Highland Properties LLC loans on or before the date the joint land to be retained by Tony is released from the Deed of Trust held by American National Bank. Highland Properties' proportionate share is 17.2% for snow removal and lawn care service charges while a joint service contract exists for Highland Properties and Cherry Hills Village. Highland Properties LLC and Cherry Hills Village LLC shall each be separately responsible for all other repairs and maintenance. Either party may terminate their portion on the maintenance agreement at any time. The parties will cooperate to get separate billing for the services and indemnify and defend the other party for their part of the expenses.
3. Space Solutions: Universal Management Company is the management company handling day-to-day operations. UMC has 3 employees under their control per the management agreement effective through December 31, 2010. It is agreed that Laible will do nothing which would be reasonably likely to cause all 3 employees not to retain their current position and salaries until at least December 31, 2010, unless they elect to terminate prior to December 31, 2010.

It is agreed that Space Solutions LLC and its successors and assigns (utilizing one or more of the 3 UMC employees) will administer and process Penske truck rental contracts and allocate 10 parking stalls to it. Saldi to receive all the Penske income revenue and merchandise for 24 month period commencing on June 1, 2010. In return, the Cherry Hills Business Park monument sign will be conveyed to Laible or his designee, free and clear of all liens and encumbrances, on or before June 1, 2010. Laible acknowledges that the owner of said monument sign has the right to place and maintain the monument sign in its present location only by virtue of an easement granted by the owner of Lot 1, Cherry Hills Business Park Replat 5. Saldi agrees to assign the easement to Laible or his designee contemporaneously with the conveyance of the monument sign.

The trade name "Space Solutions" belongs to Saldi and is not part of the transfer of ownership. Laible to have up to 12 months to change name, at which time Laible/Space Solutions hereby assign the name "Space Solutions" to Saldi, free and clear of all encumbrances.

Space Solutions shall pay all of its payables incurred in the ordinary course of its business and shall indemnify, defend and hold Saldi, his heirs, and affiliated entities, officers, directors, managers, agents and employees harmless therefrom and from any and all claims, obligations, liabilities of Space Solutions incurred in the ordinary course of its business, including those prior to, and on or after the date of this agreement and those which arise due to Saldi acting in his capacity as manager of Space Solutions. Saldi represents and warrants that he has no knowledge of any pending or threatened litigation against Space Solutions and no knowledge of facts which would reasonably be expected to result in any such litigation, except the pending litigation by Northwest Bank.

In the event the closing of the NWB Settlement Agreement does not occur, is set aside or the Settlement Amount is not delivered, then Saldi shall have the right to engage a real estate auction company of his choosing to sell Space Solutions at a public auction, subject to his right of purchase set forth in the Settlement Agreement at the auction price. Any shortage needed to pay NWB debt, real estate taxes, special assessments, expenses and Space Solutions payables (collectively, the "Space Solutions Expenses") to be shared equally by Laible and Saldi. If Laible is a bidder at such auction, either directly or indirectly, in any matter whatsoever that creates ownership to Laible or any of Laible's affiliates or their officers, directors, employees or his heirs or agents, then Laible's minimum bid must be \$4,900,000 plus the Space Solutions Expenses.

4. Joint Land: Joint land to be divided as shown on Option 6, Exhibits 1A and 1B based on values on Exhibit 2. Transactions to be closed no later than March 31, 2011. All expenses, taxes and special assessments from March 7, 2004 to the date of this agreement, including transfer and transaction costs for dividing joint land, to be shared 50/50 and paid current at closing; provided however, that if tax foreclosure proceedings are initiated, the real estate taxes shall be paid prior to the entry of a decree of foreclosure. Seim Johnson to determine costs to be shared.

5. Tax Returns: Seim Johnson to complete 2008 and 2009 tax returns for all joint entities including Cherry Bean Coffee and Turning Heads. The parties will sign and file accordingly. Cost of the returns to be shared 50/50. All accounting losses to be allocated and utilized 50/50 between Tony and Rod, if and to the extent each is lawfully entitled thereto.

6. Cooperation: This agreement outlines the method of separating our joint properties and that all closings to be finalized no later than March 31, 2011. In no event of opportunities on any of our properties, we agree to cooperate in the spirit of making deals and agree to cooperate in the process of making our properties more marketable. Each party shall execute and deliver to the other party such documents, certificates and agreements reasonably necessary to complete and close the transactions and agreements set forth herein.

7. Mutual Release: Except for the obligations set forth in this agreement, and in the Exchange and Settlement Agreement (the "Settlement Agreement"), dated October 22, 2009, between the parties, and the Settlement Agreement (the "NWB Settlement Agreement") dated April __, 2010, between the parties and Northwest Bank, Saldi, personally, and for his entities described below, and Laible personally, and for his entities described below, hereby mutually

release and discharge each of the other and the others, including each such entities' respective officers, directors, managers, employees, agents, heirs, successors and assigns, from all claims, damages, and liabilities, known or unknown, of whatever kind and nature, whether currently existing or later developing or in any way related to any matter affecting any entity described below, which have occurred prior to the effective date of this agreement.

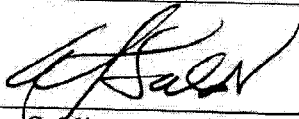
The "entities" referred to above include any and every limited liability company, corporation, partnership and/or joint venture, in which Saldi or Laible has or had any interest (regardless of whether the other of them has any interest therein), including, but not limited to: RD Industries, Inc. and its affiliates, RD Family Limited Partnership, Space Solutions LLC, Cherry Hills Village LLC, The Cellar LLC, Turning Heads Salon & Spa Inc., Inn @ cherry Hills LLC, Cherry Bean Coffee LLC, including each heir and each employee, agent, officer, director, manager of such entities. Space Solutions LLC is included above, and is also subject to the NWB Settlement Agreement executed contemporaneously herewith.

This agreement shall be executed and effective contemporaneously with the NWB Settlement Agreement and shall not be effective until such execution and delivery. In the event NWB sets aside the Settlement Agreement, as provided therein, then Saldi may declare this agreement null and void.

{The remainder of this page is intentionally left blank...signature page to follow}

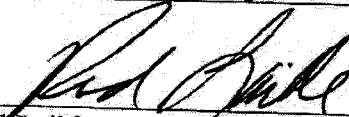
Signature page to Joint Property Settlement Agreement

Dated: 4-9, 2010



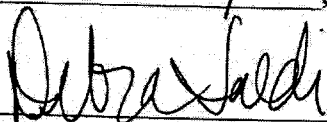
Tony Saldi, personally and for and on
behalf of all entities described in Section 7
in which he has any interest whatsoever.

Dated: 4-23-2010, 2010



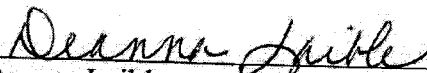
Rod Laible, personally and for and on
behalf of all entities described in Section 7
in which he has any interest whatsoever.

Dated: 4-14, 2010



Debra Saldi, personally and for and on
behalf of all entities described in Section 7
in which he has any interest whatsoever.

Dated: 4-23, 2010

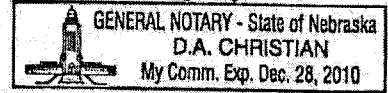


Deanna Laible, personally and for and on
behalf of all entities described in Section 7
in which he has any interest whatsoever.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 23 day of April, 2010, by Rod Laible.

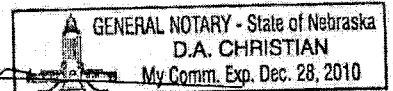
D.A. Christian
Notary Public



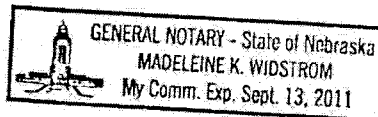
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 23 day of April, 2010, by Deanna Laible.

D.A. Christian
Notary Public



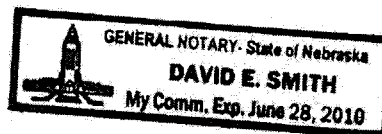
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 9th day of April, 2010, by Anthony Saldi.

Madeleine K. Widstrom
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me, a Notary Public, this 14th day of April, 2010, by Debra Saldi.

David E. Smith
Notary Public

Exhibit 1A Option 6



OPTION 6

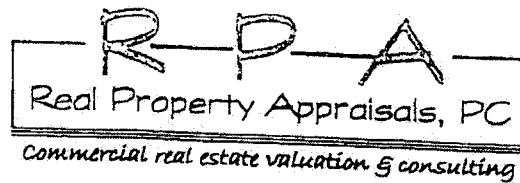
Exhibit 1B

- 1) Rod gets Lot 1, Cherry Hills Business Park Replat 2 and the adjacent land described below at an appraised value of : \$ 1,675,000
- 2) Tony gets Lots 2 and 3, Cherry Hills Business Park Replat 2 at an appraised value of: 925,000
Tony gets 32.35 ac of raw ground at an appraised value of: 745,000
- 3) Total value of joint property before split equals \$3,345,000. ½ value thus is \$1,672,500.
Tony's credit of \$2,500 to be applied to his share of expenses.
- 4) Secured promissory note and trust deed dated 11-30-07 between RD Family Limited Partnership and Anthony and Debra G. Saldi in the principal amount of \$197,332.79 to be extended until March 31, 2011. All terms and conditions, including all existing defenses to remain in effect and be unaffected.
- 5) Rod shall pay off his American National Bank loan of approximately 2.3 million dollars no later than March 31, 2011. This loan is secured by Lots 1, 2, and 3, Cherry Hills Business Park Replat 2 and the 32.35 acre parcel in Cherry Hills Business Park. Rod's payoff shall completely release all liens of all such properties.
- 6) A shared drive through Lots 1 and 2 Cherry Hills Business Park Replat 2 has been designed and approved by the Omaha Planning Department providing ingress/egress to Lots 1 and 2 and the 32.35 acre parcel. Saldi and Laible agree to share equally the cost of construction of the shared drive abutting each other's lots (the centerline of which shared drive shall be the West lot line of Lot 2, then continuing North). Construction of the shared drive shall commence upon the request of either lot owner as dictated by proposed use of any lot owned by either. This shared drive will function similar to our current shared drives between Lot 8 and Lot 9 (hotel) and also Lot 3 Replat 3 (ReMax 2 Story bldg) and Lot 10 (Day Care bldg.) both in Cherry Hills Village.

LEGAL DESCRIPTION OF ADJACENT LAND:

That part of the Northeast Quarter of the Southwest Quarter of Section 28, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska described as follows: Commencing at the Southwest corner of Lot 1, Cherry Hills Business Park Replat 2; thence North (assumed bearing) 433.42 feet on the West line of said Lot 1, Cherry Hills Replat 2; thence North 70E51'9" East 262.42 feet to the Northeasterly line of Highway 133; thence South 35E31'00" East approximately 421 feet on the Northeasterly line of Highway 133 to the point of beginning.

Ex. 2



Mr. Rod Laible
RD Industries
7417 N 101st Street
Omaha, NE 68122

April 24th 2009

Subject: Appraisal Report - Lot 1 of Cherry Hills Business Park Replat 2 and
Adjacent Parcel

Dear Mr. Laible:

As requested, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the market value in fee simple interest of the real property located at Blair High Road and I-680, Douglas County Nebraska. Based on our inspection of the property and the investigation and analyses undertaken, we have formed the opinion that, as of April 2nd 2009 (Date of last inspection) and subject to the assumptions and limiting conditions set forth in this report. The real property will be valued "as is".

One Million Six Hundred Seventy Five Thousand Dollars (\$1,675,000).

The appraisal report that follows sets forth the identification of the property, assumptions and limiting conditions, pertinent facts about the area and subject property, comparable data, the results of the investigation and analyses and the reasoning leading to the conclusion set forth. It is the intent and belief of the appraiser that the contents of the report are consistent with the Uniform Standards of Professional Appraisal Practice (USPAP).

Respectfully submitted,

Joseph J. Dizona, Jr.
General Certified Appraiser

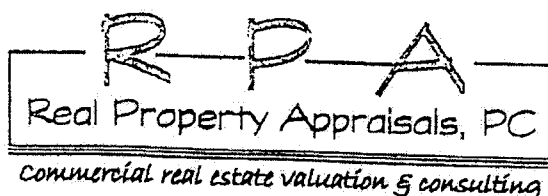
Nicholas Dizona
General Certified Appraiser

2507 S 90th Street, Ste.4

Omaha NE 68124

Phone: 402.391.4205

Fax: 402. 391.1252



Mr. Rod Laible
RD Industries
7417 N 101st Street
Omaha, NE 68122

April 24th 2009

Subject: Appraisal Report - Lot 2 and 3 of Cherry Hills Business Park Replat 2

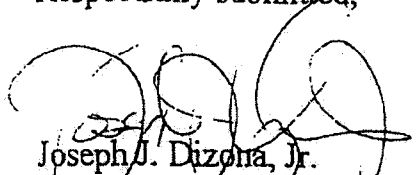
Dear Mr. Laible:


As requested, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the market value in fee simple interest of the real property located at Blair High Road and I-680, Douglas County Nebraska. Based on our inspection of the property and the investigation and analyses undertaken, we have formed the opinion that, as of April 2nd 2009 (Date of last inspection) and subject to the assumptions and limiting conditions set forth in this report. The real property will be valued "as is".

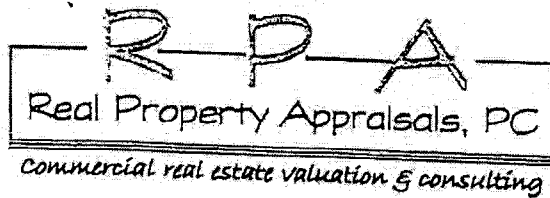
Nine Hundred Twenty Five Thousand Dollars (\$925,000).

The appraisal report that follows sets forth the identification of the property, assumptions and limiting conditions, pertinent facts about the area and subject property, comparable data, the results of the investigation and analyses and the reasoning leading to the conclusion set forth. It is the intent and belief of the appraiser that the contents of the report are consistent with the Uniform Standards of Professional Appraisal Practice (USPAP).

Respectfully submitted,


Joseph J. Dizona, Jr.
General Certified Appraiser


Nicholas Dizona
General Certified Appraiser



Mr. Rod Laible
RD Industries
7417 N 101st Street
Omaha, NE 68122

April 24th 2009

Subject: Appraisal Report - 32.35 Acres of raw land located at 101st and Blair
High Road, Omaha NE

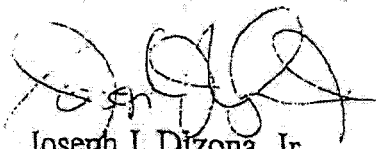
Dear Mr. Laible:

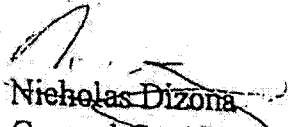
As requested, we have conducted the required investigation, gathered the necessary data, and made certain analyses that have enabled us to form an opinion of the market value in fee simple interest of the real property located at Blair High Road and I-680, Douglas County Nebraska. Based on our inspection of the property and the investigation and analyses undertaken, we have formed the opinion that, as of April 2nd 2009 (Date of last inspection) and subject to the assumptions and limiting conditions set forth in this report. The real property will be valued "as is".

Seven Hundred Forty Five Thousand Dollars (\$745,000).

The appraisal report that follows sets forth the identification of the property, assumptions and limiting conditions, pertinent facts about the area and subject property, comparable data, the results of the investigation and analyses and the reasoning leading to the conclusion set forth. It is the intent and belief of the appraiser that the contents of the report are consistent with the Uniform Standards of Professional Appraisal Practice (USPAP).

Respectfully submitted,


Joseph J. Dizona, Jr.
General Certified Appraiser


Nicholas Dizona
General Certified Appraiser

SECURED PROMISSORY NOTE

\$197,332.79

Omaha, Nebraska

11-30-07, 2007

FOR VALUABLE CONSIDERATION, the previous payment and sufficiency of which is hereby acknowledged, the undersigned, **RD FAMILY LIMITED PARTNERSHIP**, a Nebraska limited partnership, ("RD"), promises to pay to the order of **ANTHONY SALDI** and/or **DEBRA G. SALDI**, husband and wife, or either of them, ("Saldi") on the date set forth below, or, on any prior demand date set forth below, the principal amount of One Hundred Ninety Seven Thousand Three Hundred and Thirty Two Dollars and 79 Cents (\$197,332.79), plus interest thereon as set forth below from and after the date hereof.

RD hereby acknowledges and agrees that this Note memorializes and confirms RD's obligation to pay (to Saldi) Saldi's payment of real estate taxes, interest on the same and special assessments on, and with respect to, Lots Two (2), Cherry Hills Business Park Replat 5, a subdivision, as surveyed, platted and recorded, Lot Six (6) Cherry Hills Village Replat, a subdivision, as surveyed, platted and recorded, and Lot Eight (8) Cherry Hills Village Replat, a subdivision, as surveyed, platted and recorded, all in Douglas County Nebraska.

Interest on the principal amount of this Note shall be payable from and after the date hereof at an "Initial Rate" of Eight percent (8.00%) per annum, which is the "Prime Rate" of interest published in The Wall Street Journal, PLUS, one-half percent (00.50%). The Initial Rate shall be adjusted from time to time (up or down) each time "Prime Rate" is adjusted and published so that the interest due and payable on this Note shall, at all times, be equal the Prime Rate plus 00.50% per annum.

Subject to earlier payments required by the next paragraph, RD shall pay to Saldi all amounts, principal and accrued interest due hereunder, in all events, on February 1, 2010.

At any time, and from time to time while this Note remains unpaid, RD acknowledges that either Saldi may become subject to one or more capital call(s), or, may make one or more loans from member pursuant to the Operating Agreement(s) of either Cherry Hills Village, LLC, a Nebraska limited liability company, or, Space Solutions, LLC, a Nebraska limited liability company, or, Inn at Cherry Hills, LLC, a Nebraska limited liability company (the "LLCs"). RD agrees that if either Saldi becomes subject to any such capital call or makes any such loan from member, and if either Saldi demands that RD pay any such capital call or fund any such loan from member on behalf of either such Saldi, then the amount of such capital call or loan from member, so demanded, shall become then due and payable from RD hereunder within twenty (20) days after such demand by either Saldi. When RD pays any such Saldi capital call amount or any Saldi loan from

member amount, such amount(s) so paid by RD shall act as a direct credit to, and payment of, amounts then due on this Note. RD acknowledges that such capital calls or loan from member and consequent demands from either Saldi may be in multiple instances, at any time, and from time to time.

Other than as set forth above, RD may not prepay any amount then due under this Note unless and until RD is current and paid in full on all capital calls from all of the LLCs. If RD is current and paid in full on all such capital calls, then, RD may prepay all, or any part, of this Note at any time, without any prepayment penalty. Each payment hereunder, whether voluntary, or on the due date of February 1, 2010, or pursuant to a demand consequent to a capital call or loan from member set forth above, shall be applied first to the payment of accrued interest and the balance thereof shall be applied to the payment of the principal of said indebtedness. All payments hereunder shall be paid as the then holder hereof may designate.

This Note shall bear interest from any non-payment of any amount when due, or, when demanded and due as set forth above, at the rate of Nine percent (9.00%) per annum or at the Prime Rate plus 00.50% then otherwise due hereunder, whichever is greater.

Failure to exercise any option hereunder by any holder hereof shall not constitute a waiver of the right to exercise the same at any future time.

The undersigned maker hereby waives presentment for payment, notice of nonpayment, protest of this note and due diligence.

This Note is secured by a Trust Deed dated this date with RD as Trustor therein with respect to any interest RD may now have, or, that RD may acquire after the date hereof, in the real property depicted in cross hatch and legally described on Exhibit "A", page 3 hereto.

Executed and Dated on
11-30-2007, 2007

RD FAMILY LIMITED PARTNERSHIP,
A Nebraska Limited Partnership

By [Signature]
Rodney Laible, Trustee of the
Rodney L. Laible Revocable Trust,
as Restated on December 8, 2004,
and any amendments thereto,
A General Partner

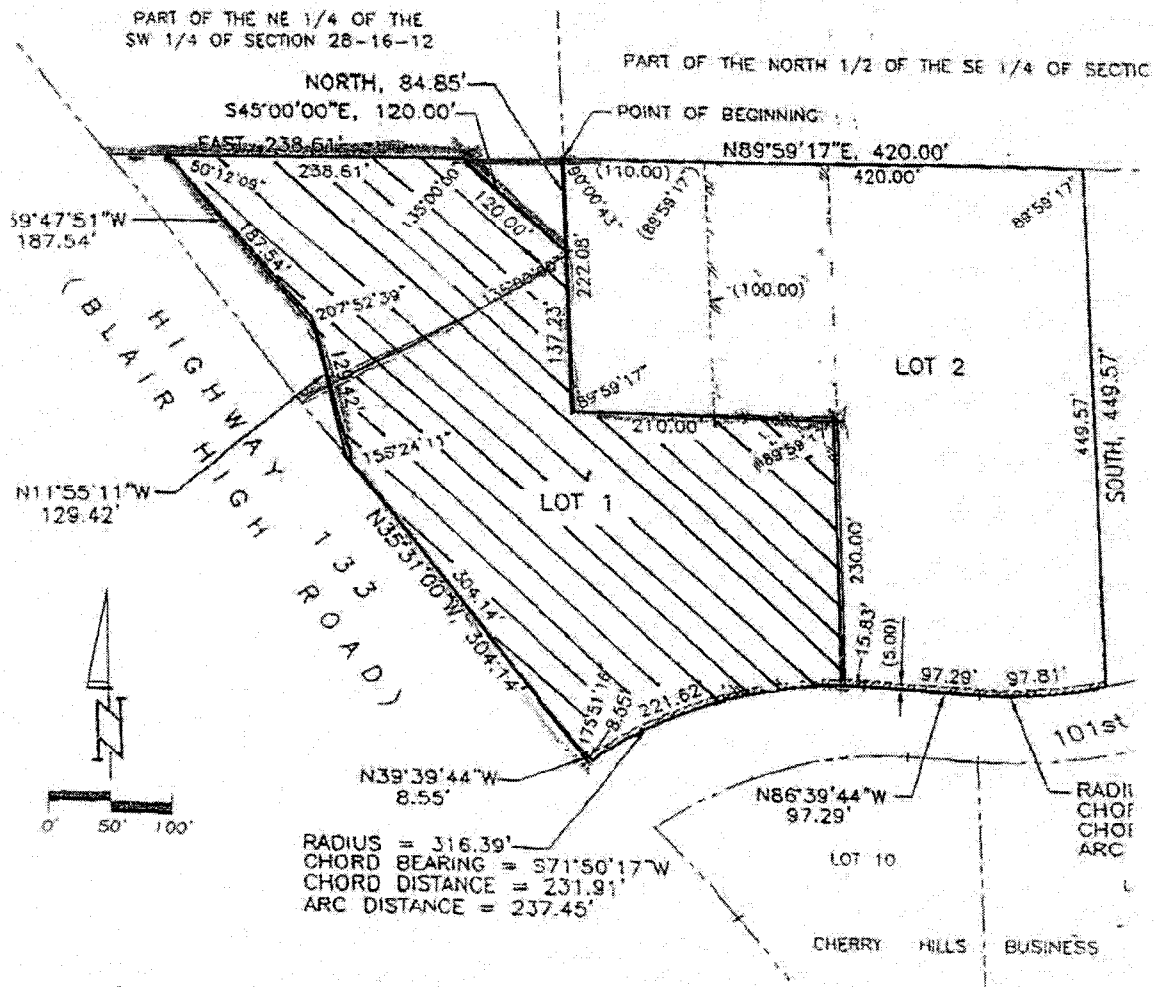
Executed and Dated on
11-30, 2007

RD FAMILY LIMITED PARTNERSHIP,
A Nebraska Limited Partnership

By [Signature]
Deanna Laible, Trustee of the
Deanna M. Laible Revocable Trust,
as Restated on December 8, 2004,
and any amendments thereto,
A General Partner

LOTS 1 and 2

BEING A REPLAT OF LOTS 1 AND 2, CHERRY HILLS BUSINESS PARK, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE NE 1/4 OF THE SW 1/4 OF SECTION 28, T16N, R12E OF THE 6th P.M., SAID DOUGLAS COUNTY, ADJOINING SAID LOT 1.



Lot 1, Cherry Hills Business Park Replat 2, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska

EXHIBIT "A" TO \$197,332.79 SECURED PROMISSORY NOTE
FROM RD FAMILY LIMITED PARTNERSHIP, A NEBRASKA LIMITED PARTNERSHIP
TO ANTHONY SALDI AND/OR DEBRA G. SALDI, HUSBAND AND WIFE
D 01 CI 11 0006621 - Saldi v Lait

D 01 CI 11 0006621 - Saldi v Laible -

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