



MISC 2013098182



SEP 25 2013 14:59 P 24

Fee amount: 148.00  
FB: 01-60000  
COMP: PN

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
09/25/2013 14:59:03.00



2013098182

Return to:  
Michael F. Kivett  
Walentine O'Toole McQuillan & Gordon, L.L.P.  
PO Box 540125  
Omaha NE 68154-0125

**SEVENTH AMENDMENT TO LAND ACQUISITION LOAN AGREEMENT,  
PROMISSORY NOTE AND  
DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES  
AND RENTS AND FIXTURE FILING STATEMENT**

This Agreement is made and entered into effective this 26<sup>th</sup> day of June, 2013, by and between **AVG-CFM 204Q, LLC**, a Delaware limited liability company, Attn: CFM Realty Advisors, 1823 Harney Street, Suite 301, Omaha NE 68102 (the "Borrower"), and **UNION BANK AND TRUST COMPANY**, a Nebraska state banking corporation, and its successors and/or assigns, c/o Commercial Real Estate Lending Division's principal lending office, 2720 South 177<sup>th</sup> Street, Omaha NE 68130, Attn: Samantha Mosser (the "Lender").

**PRELIMINARY STATEMENT**

WHEREAS, on the 2<sup>nd</sup> day of November, 2006, the parties made and entered into certain Loan Documents as defined in the Land Acquisition Loan Agreement ("**Loan Agreement**"), including but not limited to the Loan Agreement, Promissory Note, and a Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement (the "**Mortgage**") recorded November 3, 2006, at Instrument No. 2006126164 in the office of the Register of Deeds of Douglas County, Nebraska together with certain other agreements under which Lender was granted a first lien security interest in and to the Mortgaged Property as described in the Mortgage and as also described on the attached and incorporated Exhibit A hereto, the purpose of which was to secure the indebtedness of the Promissory Note, in the original principal amount of Nineteen Million Two Hundred Thousand and no/100 Dollars (\$19,200,000.00) (the "Note"); and

WHEREAS, on the 1<sup>st</sup> day of November, 2009, the parties made and entered into that certain First Amendment to the Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement and recorded February 17, 2010, at Instrument No. 2010014467 in the office of the Register of Deeds of Douglas County, Nebraska pursuant to which the Lender agreed to the Requested Actions as set forth therein; and

WHEREAS, on the 1<sup>st</sup> day of May, 2010, the parties made and entered into that certain Second Amendment to the Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement and recorded June 14, 2010, at Instrument No. 2010051849 in the office of the Register of Deeds of Douglas County, Nebraska pursuant to which the Lender agreed to the Requested Actions as set forth therein; and

WHEREAS, on the 1<sup>st</sup> day of July, 2010, the parties made and entered into that certain Third Amendment to the Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement and recorded August 2, 2010, at Instrument No. 2010068278 in the office of the Register of Deeds of Douglas County, Nebraska pursuant to which the Lender agreed to the Requested Actions as set forth therein; and

WHEREAS, on the 1<sup>st</sup> day of August, 2010, the parties made and entered into that certain Fourth Amendment to the Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement and recorded November 1, 2010, at Instrument No. 2010101437 in the office of the Register of Deeds of Douglas County, Nebraska pursuant to which the Lender agreed to the Requested Actions as set forth therein; and

WHEREAS, on the 1<sup>st</sup> day of August, 2011, the parties made and entered into that certain Fifth Amendment to the Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement and recorded November 14, 2011, at Instrument No. 2011097161 in the office of the Register of Deeds of Douglas County, Nebraska pursuant to which the Lender agreed to the Requested Actions as set forth therein; and

WHEREAS, on the 1<sup>st</sup> day of November, 2011, the parties made and entered into that certain Sixth Amendment to the Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement and recorded December 9, 2011, at Instrument No. 2011106201 in the office of the Register of Deeds of Douglas County, Nebraska pursuant to which the Lender agreed to the Requested Actions as set forth therein; and

WHEREAS, subject to satisfaction of the condition set forth in Section 2.5 below, the Lender has agreed to consent to the following requested actions (the "Requested Actions"):

Lender has agreed to accept from Borrower a principal payment of \$2,327,463.00 and accrued interest through June 26, 2013 on \$3,011,589.00 as consideration for a principal reduction of \$3,011,589.00 on the Note indebtedness and for an extension of the Maturity Date, and other matters.

NOW, THEREFORE, the parties agree:

## ARTICLE 1

### ACKNOWLEDGMENTS, WARRANTIES AND REPRESENTATIONS

As a material inducement to Lender to enter into this Agreement and to consent to the Requested Actions, Borrower acknowledges, warrants, represents and agrees to and with Lender as follows:

1.1 **Incorporation of Recitals.** All of the facts set forth in the Preliminary Statement of this Agreement are true and correct and incorporated into this Agreement by reference.

1.2 **Authority of Borrower.** Borrower is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware, and authorized to do business in Nebraska. The execution and delivery of, and performance under, this Agreement by Borrower has been duly and properly authorized pursuant to all requisite company action and will not (i) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Borrower or the Articles of Organization or Operating Agreement or any other organizational document of Borrower or (ii) result in a breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which Borrower is a party or by which the Mortgaged Property may be bound or affected.

1.3 **Compliance with Laws.** To Borrower's knowledge, all permits, licenses, franchises or other evidences of authority to use and operate the Project as it is presently being operated and as contemplated by the Loan Documents are current, valid and in full force and effect. Borrower has not received any written notice from any governmental entity claiming that Borrower or the Project is not presently in compliance with any laws, ordinances, rules and regulations bearing upon the use and operation of the Project, including, without limitation, any notice relating to any violations of zoning, building, environmental, fire, health, or other laws, ordinances, rules, codes or regulations.

1.4 **Title to Project and Legal Proceedings; Pledges of Equity in Borrower.** Borrower is the current owner of fee title in the Project. There are no pending or threatened suits, judgment, arbitration proceedings, administrative claims, executions or other legal or equitable actions or proceedings against Borrower or the Project, or any pending or threatened condemnation proceedings or annexation proceedings affecting the Project, or any agreements to convey any portion of the Project, or any rights thereto to any person, entity or government

body or agency not disclosed in this Agreement. The Project is not encumbered by any mortgage lien other than the lien created by the Loan Documents. The membership interests in Borrower are not encumbered by any mortgage, pledge, security interest or hypothecation.

1.5 **Loan Documents.** The Loan Documents constitute valid and legally binding obligations of Borrower enforceable against Borrower, as limited herein, and the Project in accordance with their terms. Borrower acknowledges and agrees that nothing contained in this Agreement, nor the Requested Actions, shall release or relieve Borrower from its obligations, agreements, duties, liabilities, covenants and undertakings under the Loan Documents arising prior to the date hereof. All provisions of the Loan Documents not expressly modified herein or in other executed agreements between the parties are ratified and confirmed.

1.6 **Bankruptcy.** Borrower has no intent to (i) file any voluntary petition under any Chapter of the Bankruptcy Code, Title 11, U.S.C.A. ("**Bankruptcy Code**"), or in any manner to seek any proceeding for relief, protection, reorganization, liquidation, dissolution or similar relief for debtors ("**Debtor Proceeding**") under any local, state, federal or other insolvency law or laws providing relief for debtors, (ii) directly or indirectly to cause any involuntary petition under any Chapter of the Bankruptcy Code to be filed against Borrower or any partners thereof or (iii) directly or indirectly to cause the Mortgaged Property or any portion or any interest of Borrower in the Mortgaged Property to become the property of any bankrupt estate or the subject of any Debtor Proceeding.

1.7 **No Default.** To Borrower's knowledge, no event, fact or circumstance has occurred or failed to occur which constitutes, or with the lapse or passage of time, giving of notice or both, could constitute a default or Event of Default under the Loan Documents, except (i) the prior maturity of the Note on May 1, 2013 and (ii) the failure to pay special assessments which have been levied and assessed against the Mortgaged Property and which remain delinquent and unpaid.

1.8 **Reaffirmation.** Borrower reaffirms and confirms the truth and accuracy of all representations and warranties set forth in the Loan Documents, in all material respects, as if made on the date hereof.

## ARTICLE 2

### ADDITIONAL PROVISIONS

2.1 **Consent of Lender.** Subject to the terms of this Agreement, Lender hereby consents to the Requested Actions, as follows:

(a) **Amendment to the Promissory Note.** The Promissory Note is amended as follows:

- (i) On or before June 26, 2013, Borrower shall pay to Lender the principal payment of \$2,327,463.00 and accrued interest through June 26, 2013 on \$3,011,589.00 and upon receipt thereof, the Note indebtedness shall be reduced by the principal sum of \$3,011,589.00 to a total remaining principal balance of \$13,950,911.00.
- (ii) to extend the "Maturity Date" to August 1, 2013.

All other provisions of the Promissory Note are ratified and confirmed hereby and shall remain in full force and effect.

(b) **Amendment to the Loan Agreement.** The Loan Agreement is hereby amended as follows:

- (i) In the "Definitions" section the definition of "Maturity Date" is amended to August 1, 2013.

All other provisions of the Loan Agreement are ratified and confirmed hereby and shall remain in full force and effect.

(c) **Amendment to the Mortgage.** The Mortgage is hereby amended as follows:

- (i) All references to "Maturity Date" or references to when the Loan matures or is due and payable in full, however stated, are amended to August 1, 2013.

All other provisions of the Mortgage are ratified and confirmed hereby and shall remain in full force and effect.

2.2 **No Consent to Other Modifications.** Borrower agrees that this Agreement shall not be deemed an agreement by Lender to consent to any other modification of the Loan Documents, or a consent to any additional financing, secondary financing or secondary encumbrance on the Project, or financing of any kind on any future phases of the Project or any other project.

2.3 **References to Loan Documents.** All references to the term Loan Documents in the Mortgage and the other Loan Documents shall hereinafter be modified to include this Agreement and all documents executed and/or required in connection with the Requested Actions.

2.4 **Filing for Record.** This document may be filed for record in the Register of Deeds of Douglas County, Nebraska by Lender.

2.5 **Condition Precedent.** This Agreement is subject to the condition that Lender and its participant, Fidelity Bank, have entered into that certain Settlement Agreement wherein Fidelity Bank shall accept a principal payment of \$2,327,463.00 together with interest accrued through June 26, 2013 on \$3,011,589.00 in complete satisfaction of its percentage ownership interest of \$3,011,589.00 in the Loan. In the event the Settlement Agreement between Lender and Fidelity Bank is not entered into for any reason whatsoever on or before June 26, 2013, then this Agreement shall be null and void and of no further force or effect.

### ARTICLE 3

#### MISCELLANEOUS PROVISIONS

3.1 **Defined Terms.** All capitalized or defined terms shall have the meaning as set forth in the Loan Agreement unless the context of this Agreement clearly requires otherwise.

3.2 **Borrower's Claims.** To the best of Borrower's knowledge, Borrower has no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature whatsoever against Lender or any of Lender's predecessors in interest, and any subsidiary or affiliate of Lender and all of the past, present and future officers, directors, contractors, employees, agents, attorneys, representatives, participants, successors and assigns of Lender and Lender's predecessors in interest (collectively, "**Lender Parties**") or with respect to (i) the Loan, (ii) the Loan Documents, or (iii) the Project. To the extent Borrower would be deemed to have any such defenses, setoffs, claims, counterclaims or causes of action as of the date hereof of which the Borrower has knowledge, Borrower knowingly waives and relinquishes them.

3.3 **No limitation of Remedies.** No right, power or remedy conferred upon or reserved to or by Lender in this Agreement is intended to be exclusive of any other right, power or remedy conferred upon or reserved to or by Lender under this Agreement, the Loan Documents or at law, but each and every remedy shall be cumulative and concurrent, and shall be in addition to each and every other right, power and remedy given under this Agreement, the Loan Documents or now or subsequently existing at law.

3.4 **No Waivers.** Except as otherwise expressly set forth in this Agreement, nothing contained in this Agreement shall constitute a waiver of any rights or remedies of Lender under the Loan Documents or at law. No delay or failure on the part of any party hereo in the exercise of any right or remedy under this Agreement shall operate as a waiver, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action or forbearance by any party hereto contrary to the provisions of this Agreement shall be construed to constitute a waiver of any of the express provisions. Any party hereto may in writing expressly waive any of such party's rights under this Agreement without invalidating this Agreement.

3.5 **Successors or Assigns.** Whenever any party is named or referred to in this Agreement, the heirs, executors, legal representatives, successors, successors-in-title and

assigns of such party shall be included. All covenants and agreements in this Agreement shall bind and inure to the benefit of the heirs, executors, legal representatives, successors, successors-in-title and assigns of the parties, whether so expressed or not.

3.6 **Construction of Agreement.** Each party hereto acknowledges that it has participated in the negotiation of this Agreement and no provision shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision. Borrower at all times has had access to an attorney in the negotiation of the terms of and in the preparation and execution of this Agreement and has had the opportunity to review and analyze this Agreement for a sufficient period of time prior to execution and delivery. No representations or warranties have been made by or on behalf of Lender, or relied upon by Borrower pertaining to the subject matter of this Agreement, other than those set forth in this Agreement. All prior statements, representations and warranties relating to this Agreement and its subject matter, if any, are totally superseded and merged into this Agreement, subject to the reaffirmations set forth herein, and this Agreement represents the final and sole agreement of the parties with respect to the subject matter. All of the terms of this Agreement were negotiated at arm's length, and this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any of the parties upon the others. The execution and delivery of this Agreement is the free and voluntary act of Borrower. THIS WRITTEN AGREEMENT TOGETHER WITH THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS OF THE PARTIES.

3.7 **Fees and Costs of Lender.** Borrower agrees to pay all fees and costs incurred by Lender in connection with this Agreement, including, without limitation, reasonable attorney's fees, title premiums, recording costs, escrow fees, mortgage or deed tax, and inspection or survey costs.

3.8 **Invalid Provision to Affect No Others.** If, from any circumstances whatsoever, fulfillment of any provision of this Agreement or any related transaction at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity. If any clause or provision operates or would prospectively operate to invalidate this Agreement, in whole or in part, then such clause or provision only shall be deemed deleted, as though not contained herein, and the remainder of this Agreement shall remain operative and in full force and effect.

3.9 **Notices.** Any notice, demand, consent, approval, request, or other communication or document required or permitted to be given by a party hereto to another party shall be deemed to have been given when (i) delivered personally (with written confirmation of receipt); (ii) sent by telefacsimile to a fax number as designated in writing by

the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested; (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested); or (iv) received by the addressee, if sent by certified mail, return receipt requested, to the address set forth below:

If to Borrower:                   AVG-CFM 204Q, LLC  
CFM Realty Advisors  
1823 Harney Street, Suite 301  
Omaha NE 68102  
Attn: Terrance L. Fangman Jr.

If to Lender:                        Union Bank and Trust Company  
2720 South 177<sup>th</sup> Street  
Omaha NE 68130  
Attn: Samantha Mosser

With copy to:                        Walentine O'Toole McQuillan & Gordon, L.L.P.  
11240 Davenport Street  
Omaha NE 68154-0125  
Attn: Michael F. Kivett

Each party may change its address for notice from time to time by delivering written notice as above provided at least ten (10) days prior to the effective date of such change.

3.10 **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Nebraska.

3.11 **Headings; Exhibits.** The headings of the articles, sections and subsections of this Agreement are for the convenience of reference only, are not to be considered a part of this Agreement and shall not be used to construe, limit or otherwise affect this Agreement.

3.12 **Modifications.** The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the Party against whom the enforcement of the change, modification, waiver, discharge or termination is asserted. Lender's consent to the Requested Actions shall not be deemed to constitute Lender's consent to any provisions of the organizational documents that would be in violation of the terms and conditions of any of the Loan Documents.

3.13 **Time of Essence; Consents.** Time is of the essence of this Agreement and the Loan Documents. Any provisions for consents or approvals in this Agreement shall mean that such consents or approvals shall not be effective unless in writing and executed by Lender.

3.14 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same



agreement. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

A CREDIT AGREEMENT MUST BE IN WRITING TO BE ENFORCEABLE UNDER NEBRASKA LAW. TO PROTECT YOU AND US FROM ANY MISUNDERSTANDINGS OR DISAPPOINTMENTS, ANY CONTRACT, PROMISE, UNDERTAKING, OR OFFER TO FOREBEAR REPAYMENT OF MONEY OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, OR ANY AMENDMENT OF, CANCELLATION OF, WAIVER OF, OR SUBSTITUTION FOR ANY OR ALL OF THE TERMS OR PROVISIONS OF ANY INSTRUMENT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, MUST BE IN WRITING TO BE EFFECTIVE.

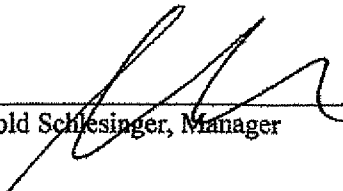
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first above written.

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BORROWER:

AVG-CFM 204Q, LLC,  
a Delaware limited liability company

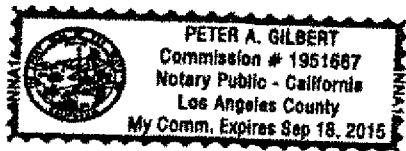
By:   
Arnold Schlesinger, Manager

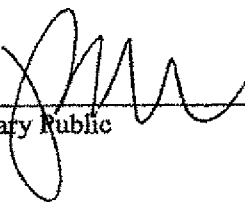
STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF LOS ANGELES    )

On this 21 day of June, 2013, before me, Peter A. Corbett  
Notary Public, personally appeared Arnold Schlesinger, who proved to me on  
the basis of satisfactory evidence to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity, and  
that by his signature on the instrument the person, or the entity upon behalf of which the  
person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



  
Notary Public

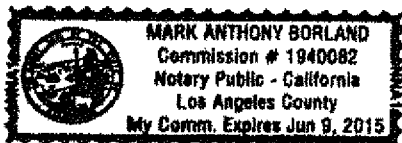
By:   
D. Gregory Scott, Manager

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF LOS ANGELES    )

On this 20<sup>th</sup> day of June, 2013, before me, Mark Anthony Borland  
Notary Public, personally appeared D. Gregory Scott, who proved to me on the  
basis of satisfactory evidence to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity, and  
that by his signature on the instrument the person, or the entity upon behalf of which the  
person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



  
Notary Public

By: *Terrance L. Fangman Jr.*  
Terrance L. Fangman Jr., Manager

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 20 day of June, 2013, by Terrance L. Fangman Jr., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument. He is the Manager of AVG-CFM 204Q, LLC, a Delaware limited liability company, for and on behalf of said AVG-CFM 204Q, LLC, and he acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

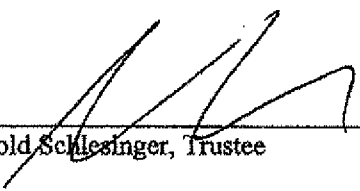
*Jessica Cooper*  
Notary Public



CONSENT OF GUARANTORS

The undersigned Guarantors of the Loan described herein do hereby represent and warrant that all of the facts set forth in the Preliminary Statement of this Agreement are true and correct, and request of the Lender that it agree to the Requested Action, and further consent to the above and foregoing Agreement. This Consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same agreement. Any signature page of this Consent may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

ARNOLD SCHLESINGER, TRUSTEE OF  
THE SCHLESINGER LIVING TRUST  
DATED THE 24<sup>TH</sup> DAY OF DECEMBER,  
1994

By:   
Arnold Schlesinger, Trustee

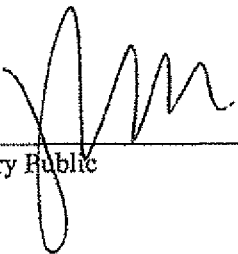
STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

On this 24 day of June 2013, before me, Peter A Gilbert  
Notary Public, personally appeared Arnold Schlesinger, as Trustee of  
the Schlesinger Living Trust dated the 24<sup>th</sup> day of December, 1994, who proved to me on the  
basis of satisfactory evidence to be the person whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity, and  
that by his signature on the instrument the person, or the entity upon behalf of which the  
person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



  
Notary Public

VERA GUERIN, TRUSTEE OF  
THE VERA GUERIN SEPARATE  
PROPERTY TRUST 1992

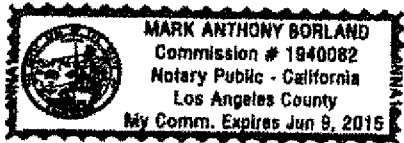
By: *Vera Guerin*  
Vera Guerin, Trustee

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF LOS ANGELES    )

On this 21 day of June, 2013, before me, Mark Anthony Borland Notary Public, personally appeared Vera Guerin, as Trustee of the Vera Guerin Separate Property Trust 1992, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



*Mark Anthony Borland*  
Notary Public

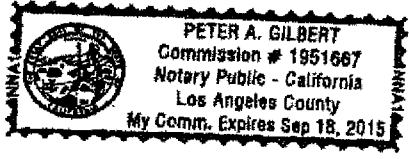
*[Signature]*  
Arnold Schlesinger, Individually

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On this 21 day of June, 2013, before me, Peter Gilbert Notary Public, personally appeared Arnold Schlesinger, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

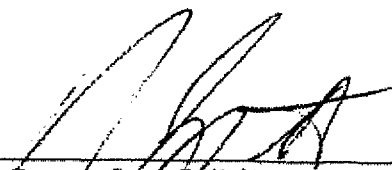
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



*[Signature]*  
Notary Public



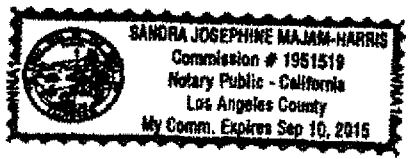
  
\_\_\_\_\_  
D. Gregory Scott, Individually

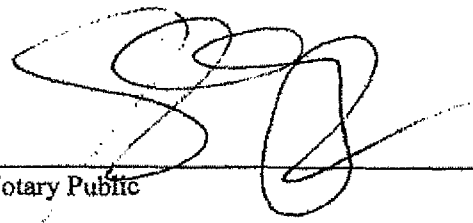
STATE OF CALIFORNIA        )  
  ) ss.  
COUNTY OF LOS ANGELES    )

On this 21<sup>st</sup> day of JUNE, 2013, before me, SANDRA JOSEPHINE MAJAM-HARRIS  
~~NOTARY PUBLIC - CALIFORNIA~~, personally appeared D. Gregory Scott, who proved to  
me on the basis of satisfactory evidence to be the person whose name is subscribed to the  
within instrument and acknowledged to me that he executed the same in his authorized  
capacity, and that by his signature on the instrument the person, or the entity upon behalf of  
which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



  
\_\_\_\_\_  
Notary Public


Joseph F. Carter  
Joseph F. Carter, Individually

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 20 day of June, 2013, by Joseph F. Carter, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

Jessica Cooper  
Notary Public

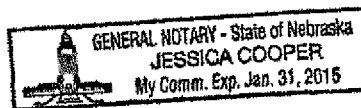


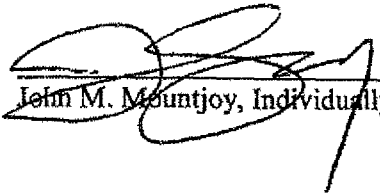
  
Terrance L. Fangman Jr., Individually

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 20 day of June, 2013, by Terrance L. Fangman Jr., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

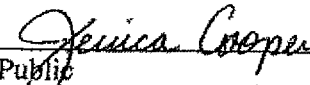
  
Notary Public



  
John M. Mountjoy, Individually

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 20 day of June, 2013, by John M. Mountjoy, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

  
Notary Public

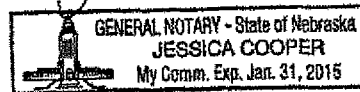


EXHIBIT A  
Mortgaged Property

A TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 12, AND ALSO THE SE1/4 OF SAID SECTION 12; ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S87°37'25"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SE1/4 OF SECTION 12, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°37'25"W ALONG SAID SOUTH LINE OF THE SE1/4 OF SECTION 12, A DISTANCE OF 1316.16 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF HARRISON STREET; THENCE N02°22'35"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF HARRISON STREET, A DISTANCE OF 50.00 FEET TO THE POINT OF INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HARRISON STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF SPENCE STREET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SPENCE STREET ON THE FOLLOWING DESCRIBED COURSES; THENCE N47°25'32"W, A DISTANCE OF 7.08 FEET; THENCE N02°28'29"W, A DISTANCE OF 207.19 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 300.00 FEET, A DISTANCE OF 242.74 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N25°39'28"W, A DISTANCE OF 236.20 FEET; THENCE N48°50'03"W, A DISTANCE OF 397.64 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF SPENCE STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF JEFFERSON STREET; THENCE N03°50'03"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF JEFFERSON STREET, A DISTANCE OF 7.07 FEET; THENCE N41°09'57"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF JEFFERSON STREET, A DISTANCE OF 1241.37 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF JEFFERSON STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF COVENTRY DRIVE; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COVENTRY DRIVE ON THE FOLLOWING DESCRIBED COURSES; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 450.00 FEET, A DISTANCE OF 59.04 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N52°35'34"W, A DISTANCE OF 59.00 FEET; THENCE N48°50'03"W, A DISTANCE OF 128.86 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 750.00 FEET, A DISTANCE OF 419.80 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N32°47'56"W, A DISTANCE OF 414.35 FEET; THENCE S73°14'11"W, A DISTANCE OF 10.00 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 760.00 FEET, A DISTANCE OF 89.60 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N13°23'11"W, A DISTANCE OF 89.54 FEET; THENCE N65°29'13"E, A DISTANCE OF 75.10 FEET;

THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 460.00 FEET, A DISTANCE OF 482.12 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N01°08'57"E, A DISTANCE OF 460.36 FEET; THENCE N31°10'29"E, A DISTANCE OF 60.19 FEET TO THE WESTERLY CORNER OF LOT 86, COVENTRY, A SUBDIVISION LOCATED IN THE NE1/4 OF SAID SECTION 12, AND THE SE1/4 OF SAID SECTION 12, AND THE EAST 1/2 OF THE NW1/4 OF SAID SECTION 12; THENCE S58°49'31"E ALONG THE SOUTHWESTERLY LINE OF SAID LOT 86, COVENTRY, A DISTANCE OF 290.00 FEET TO THE SOUTHERLY CORNER OF SAID LOT 86, COVENTRY; THENCE N31°10'29"E ALONG THE SOUTHEASTERLY LINE OF SAID LOT 86, COVENTRY, A DISTANCE OF 260.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GEORGE B. LAKE PARKWAY; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF GEORGE B. LAKE PARKWAY ON THE FOLLOWING DESCRIBED COURSES; THENCE S58°49'31"E, A DISTANCE OF 243.35 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 550.00 FEET, A DISTANCE OF 323.54 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S75°40'38"E, A DISTANCE OF 318.89 FEET; THENCE N87°28'15"E, A DISTANCE OF 188.10 FEET; THENCE S43°59'38"E, A DISTANCE OF 39.73 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF GEORGE B. LAKE PARKWAY AND THE WESTERLY RIGHT-OF-WAY LINE OF 204TH STREET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 204TH STREET ON THE FOLLOWING DESCRIBED COURSES; THENCE S04°32'29"W, A DISTANCE OF 246.68 FEET; THENCE S00°56'28"E, A DISTANCE OF 1500.54 FEET; THENCE S05°57'26"E, A DISTANCE OF 824.89 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 3,301,220 SQUARE FEET OR 75.786 ACRES, MORE OR LESS.

AND

DISTRICT ANNEXATION, DOUGLAS COUNTY S. & I.D. NO. 524

A TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 10 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 98, COVENTRY, A SUBDIVISION LOCATED IN SAID NE1/4 OF SECTION 12, AND THE SE1/4 OF SAID SECTION 12, AND THE EAST 1/2 OF THE NW1/4 OF SAID SECTION 12, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF 204TH STREET; THENCE S86°51'38"W (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 98, COVENTRY, A DISTANCE OF 276.50 FEET TO THE NORTHWEST CORNER OF SAID LOT 98, COVENTRY; THENCE S02°15'09"E ALONG THE WEST LINE OF SAID LOT 98, COVENTRY, A DISTANCE OF 34.57

FEET TO THE NORTHEAST CORNER OF LOT 97, SAID COVENTRY; THENCE S87°45'24"W ALONG THE NORTH LINE OF SAID LOT 97, COVENTRY AND ALSO THE NORTH RIGHT-OF-WAY LINE OF COVENTRY DRIVE, A DISTANCE OF 405.21 FEET TO THE POINT OF INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE OF COVENTRY DRIVE AND THE WESTERLY RIGHT-OF-WAY LINE OF SAID COVENTRY DRIVE; THENCE S02°15'09"E ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COVENTRY DRIVE, A DISTANCE OF 382.62 FEET; THENCE S42°44'51"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF COVENTRY DRIVE, A DISTANCE OF 7.07 FEET TO THE POINT OF INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE OF COVENTRY DRIVE AND THE NORTHERLY RIGHT-OF-WAY LINE OF "V" STREET; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF "V" STREET ON THE FOLLOWING DESCRIBED COURSES; THENCE S87°44'51"W, A DISTANCE OF 275.36 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 801.39 FEET, A DISTANCE OF 489.99 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S70°13'53"W, A DISTANCE OF 482.39 FEET; THENCE N85°45'54"W, A DISTANCE OF 7.47 FEET TO THE POINT OF INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE OF "V" STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF 207TH STREET; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF 207TH STREET ON THE FOLLOWING DESCRIBED COURSES; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 335.00 FEET, A DISTANCE OF 50.73 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N48°49'57"W, A DISTANCE OF 50.68 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 465.55 FEET, A DISTANCE OF 431.12 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N26°38'29"W, A DISTANCE OF 415.88 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 765.00 FEET, A DISTANCE OF 342.57 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N12°42'59"E, A DISTANCE OF 339.71 FEET; THENCE N25°32'42"E, A DISTANCE OF 180.99 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET, A DISTANCE OF 54.94 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N33°24'55"E, A DISTANCE OF 54.77 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET, A DISTANCE OF 54.94 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N33°24'55"E, A DISTANCE OF 54.77 FEET; THENCE N25°32'42"E, A DISTANCE OF 154.76 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 945.72 FEET, A DISTANCE OF 140.48 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N21°17'22"E, A DISTANCE OF 140.36 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF 207TH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF COVENTRY DRIVE; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF COVENTRY DRIVE ON THE FOLLOWING DESCRIBED COURSES; THENCE N60°51'34"E, A DISTANCE OF 7.20 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 602.97 FEET, A DISTANCE OF 177.34 FEET, SAID

CURVE HAVING A LONG CHORD WHICH BEARS S83°49'36"E, A DISTANCE OF 176.71 FEET; THENCE N87°44'51"E, A DISTANCE OF 50.87 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF COVENTRY DRIVE AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID COVENTRY DRIVE; THENCE N02°15'09"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COVENTRY DRIVE, AND ALSO THE EASTERLY LINE OF LOT 79, SAID COVENTRY, A DISTANCE OF 350.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 79, COVENTRY, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF "Q" STREET; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF "Q" STREET ON THE FOLLOWING DESCRIBED COURSES; THENCE N87°44'51"E, A DISTANCE OF 138.90 FEET; THENCE S02°15'40"E, A DISTANCE OF 21.53 FEET; THENCE S85°58'44"E, A DISTANCE OF 359.77 FEET; THENCE N87°28'59"E, A DISTANCE OF 552.62 FEET TO THE POINT OF INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF "Q" STREET AND SAID WESTERLY RIGHT-OF-WAY LINE OF 204TH STREET; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 204TH STREET ON THE FOLLOWING DESCRIBED COURSES; THENCE S02°11'10"E, A DISTANCE OF 780.54 FEET; THENCE S04°29'01"W, A DISTANCE OF 69.76 FEET; THENCE S03°08'26"E, A DISTANCE OF 104.99 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 1,740,401 SQUARE FEET OR 39.954 ACRES, MORE OR LESS.

AND

Lots 79, 80, 81, 82, 86, 90, 92, 93, 94, 95, 96, 97, 98, and Outlots C, D, and E, Coventry, a Subdivision, in Douglas County, Nebraska.

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