



MISC 2008120321



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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 12/23/2008 08:38:01.65



2008120321

**SECOND AMENDMENT TO RECIPROCAL  
 EASEMENT AND OPERATION AGREEMENT**

THIS SECOND AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT (the "Second Amendment") is made effective as of this 22<sup>nd</sup> day of December, 2008 ("Effective Date") by and among CONNECTIVITY SOLUTIONS MANUFACTURING, INC., a Delaware corporation ("CSM"), MILLARD LUMBER, INC., a Nebraska corporation ("Millard"), LGM Investments, LLC, a Nebraska limited liability company ("LGM"), 121 Court, LLC, a Nebraska limited liability company ("121 Court"), L STREET MARKETPLACE, LLC, a Delaware limited liability company ("LSM"), HOME DEPOT U.S.A., INC., a Delaware corporation ("HD"), SAM'S REAL ESTATE BUSINESS TRUST, a Delaware Statutory Trust ("Sam's"), WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware Statutory Trust ("Wal-Mart"), 132ND & L 5A LLC, a Colorado limited liability company ("5A"), and 132ND & L 5B LLC, a Colorado limited liability company ("5B"), TARGET CORPORATION, a Minnesota corporation, and 120<sup>th</sup> & I BUILDING, L.L.C., a Nebraska limited liability company ("I Building") (for the purposes of this Second Amendment, CSM, Millard, LGM, 121 Court, LSM, HD, Sam's, Wal-Mart, 5A, 5B, Target and I Building are hereinafter collectively, the "Owners").

WHEREAS, on or about April 14, 2003, HD, as the then owner of all of the Parcels comprising the Shopping Center Development, and Avaya, as the then owner of the Avaya Retained Property and the Avaya Southeast Property (know referred to in the REA as the "L" Street Plaza Property) entered into that certain Reciprocal Easement and Operation Agreement, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, on May 16, 2003, at Miscellaneous Book 1518, Page 217, as amended by that certain First Amendment to Reciprocal Easement and Operation Agreement dated 12/22/08, which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, on 12/23/08, Instrument No. 2008120320 (hereinafter collectively, the "REA"); and

WHEREAS, HD is the current owner of the Parcels in the Shopping Center Development <sup>(3)</sup> legally described as Lot 1 and Outlot "A", Home Depot Plaza Replat 2 and Lot 4 of Home Depot Plaza, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and 61-17302

WHEREAS, Sam's is the current owner of the Parcels in the Shopping Center <sup>(2)</sup> Development legally described as Lots 1 and 6 of Home Depot Plaza; and 61-17302

WHEREAS, Wal-Mart is the current owner of the Parcel in the Shopping Center <sup>(1)</sup> Development legally described as Lot 2 of Home Depot Plaza; and 61-17302

WHEREAS, 5A is the current owner of the Parcel in the Shopping Center Development <sup>(1)</sup> legally described as Lot 1, Home Depot Plaza Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, which was originally part of Lot 5 of Home Depot Plaza; and 61-17303

WHEREAS, 5B is the current owner of the Parcel in the Shopping Center Development <sup>(1)</sup> legally described as Lot 2, Home Depot Plaza Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, which was originally part of Lot 5 of Home Depot Plaza; and 61-17303

61-28703 WHEREAS, CSM is the current owner of the portion of the Avaya Retained Property <sup>(16)</sup> legally described as Lots 1, 3, 4, 5, 8, 10, 11, 12, 14, 15, 25 and Outlots 1, 2 and 3, Omaha Works Industrial Park, an addition to the City of Omaha, Douglas County, Nebraska ("OWIP") and Lots 1 and 2, Omaha Works Industrial Park Replat 4, an addition to the City of Omaha, Douglas County, Nebraska ("OWIP Replat 4"); and 61-28706

WHEREAS, Millard is the current owner of the portion of the Avaya Retained Property <sup>(10)</sup> legally described as Lot 2, 16, 17, 18, 19, 20, 21, 22, 23 and 24 in OWIP; and 61-28703

WHEREAS, LGM is the current owner of the portion of the Avaya Retained Property <sup>(1)</sup> legally described as Lot 13 in OWIP; and 61-28703

WHEREAS, 121 Court is the current owner of the portion of the Avaya Retained <sup>(1)</sup> Property legally described as Lot 3 in OWIP Replat 4; and 61-28706

61-21343 WHEREAS, LSM is the owner of Lots 4, 6, 7, 12, 13, 14, and Outlot "A", "L" Street Plaza, <sup>(15)</sup> an addition to the City of Omaha, Douglas County, Nebraska; Lot 2 and Outlot "A", "L" Street Plaza Replat 2; Lots 1 and 2, "L" Street Plaza Replat 3; Lot 1, "L" Street Plaza Replat 4; and Lots 1 through 3, inclusive, "L" Street Plaza Replat 5, all additions to the City of Omaha, Douglas County, Nebraska; and 61-21344 61-21346 61-21341 61-21345

WHEREAS, Target is the owner of Lot 1, "L" Street Plaza Replat 1, an addition to the <sup>(1)</sup> City of Omaha, Douglas County, Nebraska; and 61-21342

WHEREAS, I Building is the owner of Lot 2, "L" Street Plaza Replat 2, an addition to the City of Omaha, Douglas County, Nebraska; and 61-21343

WHEREAS, Section 1.01 of the REA granted a non-exclusive, perpetual easement and right to use the Common Access Easement Area and the Common Access Road to the owners of the Shopping Center Development, the Avaya Retained Property and the "L" Street Plaza Property; and

WHEREAS, the parties hereto have agreed to allow for the subdivision of that portion of the Common Access Road Easement Area, which contains that portion of the Common Access Road running primarily North and South along the eastern boundary of the Shopping Center Development and sometimes referred to as 126<sup>th</sup> Street, into Outlot "A", Home Depot Plaza Replat 2, an addition to the City of Omaha, Douglas County, Nebraska ("Outlot "A"); and

WHEREAS, HD has conveyed legal title to Outlot "A" to LSM, and LSM has agreed to become primarily responsible for the repair, maintenance and operation of Outlot "A", including the Common Access Road contained therein; and

WHEREAS, the owners within Home Depot Plaza shall be responsible for fifty (50%) percent of the repair, maintenance and operational costs of Outlot "A", and the owners within "L" Street Plaza shall be responsible for the remaining fifty (50%) percent of the repair, maintenance and operational costs of Outlot "A"; and

WHEREAS, in connection with the subdivision of the Avaya Retained Property by CSM, the City of Omaha ("City") has required that CSM dedicate right of way for "I" Street across the Avaya Retained Property and the "L" Street Plaza Property and install certain improvements on the "I" Street right of way; and

WHEREAS, in connection with the dedication of the "I" Street right of way, the City has required that certain portions of the existing Common Access Easement Area and Common Access Road be incorporated into the "I" Street right of way and that other portions of the Common Access Easement Area and Common Access Road be relocated to the new "I" Street right of way; and

WHEREAS, the REA provides that the Common Access Easement Area and Common Access Road shall be relocated in the event that the City requires such relocation in connection with the development of the Avaya Retained Property; and

WHEREAS, pursuant to Section 1.01 of the REA, in the event the Common Access Easement Area and Common Access Road are modified as described in Section 1.01, the then Owners of the Shopping Center Development, the Avaya Retained Property and the "L" Street Plaza Property shall execute an amendment to the REA to memorialize such modifications; and

WHEREAS, the Owners also want to provide for an additional access easement over the Avaya Retained Property to allow for the connection of the remaining portion of the Common Access Road to "I" Street as dedicated; and

WHEREAS, the Owners desire to amend the REA as hereinafter set forth in order to accomplish such purposes.

NOW, THEREFORE, for good and valuable consideration, the Owners hereby declare as follows:

1. Amendment: The REA is hereby amended as follows:

A. Section 1.01(a) of the REA is hereby amended by adding Exhibit A-4.1, attached hereto. Exhibit A-4.1 shall replace and supersede Exhibit A-4 only as to those portions of the Common Access Road Easement Area which are shown on Exhibit A-4.1. Exhibit A-4.1 includes that portion of the Common Access Road Easement Area which contains that portion of the Common Access Road that is located within Outlot "A" and is sometimes referred to as 126<sup>th</sup> Street.

B. Section 1.01(c) is hereby amended by inserting the following provision at the end of the paragraph:

"Notwithstanding anything to the contrary provided in the preceding portion of this Section 1.01(c), LSM shall be obligated to maintain, repair and, if necessary (and only with the prior written consent of HD) replace the materials comprising that portion of the Common Access Road Easement Area and Common Access Road

located within Outlot "A". Periodically, but not more frequently than once per quarter, LSM will submit to HD a statement of the costs and expenses reasonably incurred by LSM for such maintenance, repair and/or approved replacement, together with reasonably supporting documentation therefor. HD will, within thirty (30) days following the receipt of any reasonable written invoice from LSM for such maintenance, repair and/or approved replacement, reimburse LSM for one-half (1/2) of the reasonable costs of such maintenance, repair and/or replacement of the Common Access Road Easement Area and Common Access Road located within Outlot "A". Nothing contained herein shall be interpreted to prevent HD from seeking reimbursement from the other owners of Parcels located in the Shopping Center Development for their share of amounts paid by HD for maintenance, repair or replacement of that portion of the Common Access Road located within Outlot "A" to the extent such reimbursement is permitted or required pursuant this REA or any other agreement governing the Shopping Center Development."

2. Upon completion of construction of the City's required improvements on the "I" Street right of way, the Common Access Easement Area and the Common Access Road, as described and depicted in the REA, shall be deemed amended by deleting therefrom those portions of the Common Access Easement Area and the Common Access Road as described and depicted on **Exhibit B** attached hereto (the "Released Easement Areas"). Furthermore, at such time the Owners will be deemed to have forever released, terminated and discharged the easements granted under Section 1.01 of the REA over and across the Released Easement Areas.

3. CSM, Millard and Sam's, respectively, hereby grant and convey to the Owners and their respective successors and assigns, a non-exclusive easement (the "Easement") to use those portions of Outlot 1 in OWIP, Lot 24 in OWIP, and Lot 1 of Home Depot Plaza, respectively, as shown on the attached Exhibit "C" (the "Easement Area"), for the purposes of vehicular and pedestrian ingress and egress from the Shopping Center Development and the "L" Street Plaza Property to I Street. Upon completion of the necessary paving to the Easement Area, such Easement shall be considered a part of the Common Access Road and shall be subject to all of the terms and conditions applicable to the Common Access Road as set forth in the REA. The Easement granted herein shall run with the land and shall be binding on the successors and assigns of CSM and Millard.

4. The Owners agree that, except as expressly set forth in this Second Amendment, the REA shall remain in full force and effect in accordance with the provisions thereof. Pursuant to Section 10.01(h) of the REA, each of the Owners hereby certify, to the best of their respective knowledge, that (i) the REA, as amended hereby, is in full force and effect and constitutes a binding obligation of the Owners, (ii) except as set forth herein, the REA has not been amended or modified, either orally or in writing, and (iii) no Owner is in default in the performance of its obligations under the REA. Each capitalized term used in this Second Amendment and not otherwise defined herein shall have the meaning ascribed to such term in the REA. This Second Amendment may be executed via facsimile transmission and in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Second Amendment shall be binding on the successors and assigns of the parties hereto.



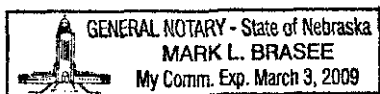
MILLARD LUMBER, INC., a Nebraska corporation

By: [Signature]  
Name: G. Richard Russell  
Its: President

STATE OF Nebraska )  
                                  ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me on the 15th day of May, 2007, by G. Richard Russell the President of Millard Lumber, Inc., a Nebraska corporation, on behalf of the corporation.

[Signature]  
Notary Public



LGM INVESTMENTS, LLC, a Nebraska limited liability company

By: Kirby D. Clarke  
Name: of Kirby S. Clarke  
Its: President

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on the 9<sup>th</sup> day of November, 2007, by Kirby S. Clarke, the President of LGM Investments, LLC, a Nebraska limited liability company, on behalf of the company.



Laurie M. Yelinek  
Notary Public

121 COURT, LLC, a Nebraska limited liability company

By: Thomas Nicholson  
Name: thomas P Nicholson  
Its: Member

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )



The foregoing instrument was acknowledged before me on the 20 day of November, 2007, by Tom Nicholson the member of 121 Court, LLC, a Nebraska limited liability company, on behalf of the company.

Lisa M. Gaeta  
Notary Public



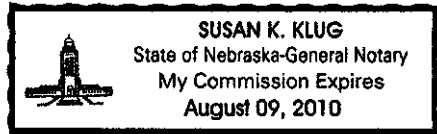
L Street Marketplace, LLC, a Delaware limited liability company,

By:   
Name: JEFF JOHNSON  
Its: MANAGING MEMBER

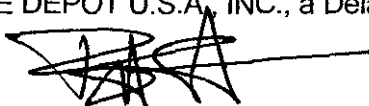
STATE OF Nebraska )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me on the 6 day of November, 2007, by Jeffrey Johnson the Managing Member of L Street Marketplace, LLC, a Delaware limited liability company, on behalf of the limited liability company.

  
Notary Public



HOME DEPOT U.S.A., INC., a Delaware corporation

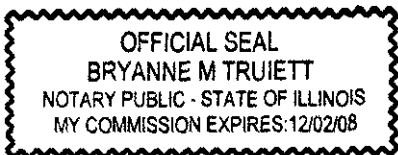


By: \_\_\_\_\_  
Name: Brett D. Soloway  
Its: Counsel

STATE OF Illinois )  
  ) ss.  
COUNTY OF Cook )

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of May, 2008, by Brett Soloway the Counsel of Home Depot U.S.A., Inc., a Delaware corporation, on behalf of the corporation.

Bryanne Truiett  
Notary Public



SAM'S REAL ESTATE BUSINESS TRUST, a  
Delaware Statutory Trust

By: [Signature]  
Name: Don Etheredge  
Its: SR OPERATOR

CHH

STATE OF Arkansas,  
COUNTY OF Benton ss.

Approved as to legal terms only  
By: [Signature]  
WAL-MART LEGAL DEPARTMENT  
Date: 11/13/2007

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of November, 2007, by Don Etheredge the Director of Sam's Real Estate Business Trust, a Delaware statutory trust, on behalf of the trust.

Laurie G. Miller

Notary Public  
" NOTARY SEAL "  
Laurie G. Miller, Notary Public  
Benton County, State of Arkansas  
My Commission Expires 6/15/2010

WAL-MART REAL ESTATE BUSINESS TRUST, a  
Delaware Statutory Trust

By: [Signature]  
Name: Dan Etheredge  
Its: SL DIRECTOR

CHW

STATE OF Arkansas  
COUNTY OF Benton ) ss.

Approved as to legal terms only  
By: [Signature]  
WAL-MART LEGAL DEPARTMENT  
Date: 11/13/2007

The foregoing instrument was acknowledged before me on the 20<sup>th</sup> day of November 2007, by Dan Etheredge, the Director of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the trust.

[Signature: Laurie G. Miller]

Notary Public  
" NOTARY SEAL "  
Laurie G. Miller, Notary Public  
Benton County, State of Arkansas  
My Commission Expires 6/15/2010

132ND & L 5A LLC, a Colorado limited liability company

By: \_\_\_\_\_  
Name: Jeff Oberg  
Its: Manager

STATE OF Colorado,  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me on the 15<sup>th</sup> day of September 2007, by Jeff Oberg, the Manager of 132nd & L 5A LLC, a Colorado limited liability company, on behalf of the company.

RENEE JESELNICK  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 06/19/2011

Renee Jeselnick  
Notary Public

132ND & L 5B LLC, a Colorado limited liability company

By: \_\_\_\_\_  
Name: Jeff Oberg  
Its: Manager

STATE OF Colorado,  
COUNTY OF Denver ) ss.

The foregoing instrument was acknowledged before me on the 15<sup>th</sup> day of September 2007, by Jeff Oberg, the Manager of 132nd & L 5B LLC, a Colorado limited liability company, on behalf of the company.

RENEE JESELNICK  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 06/19/2011

Renee Jeselnick  
Notary Public

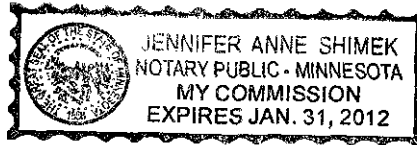
TARGET CORPORATION, a Minnesota corporation,

By:   
Name: \_\_\_\_\_  
Its: **Scott Nelson**  
Sr. Vice President  
Target Corporation

STATE OF Minnesota )  
  ) ss.  
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me on the 31st day of January, 2008, by Scott Nelson, the Sr. Vice President of Target Corporation, a Minnesota corporation, on behalf of the corporation!

  
Notary Public





**CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEED OF TRUST**  
**FROM 132<sup>ND</sup> & L 5B LLC**

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, First American Title Insurance Company, as Trustee and Protective Life Insurance Company, as Beneficiary under that certain Deed of Trust and Security Agreement dated July 14, 2004 and filed July 16, 2004 as Instrument No. 2004094501 in the of the Office of the Register of Deeds of Douglas County, Nebraska, hereby consents to the foregoing Second Amendment to Reciprocal Easement and Operation Agreement (the "Second Amendment") such that the Deed of Trust shall be subject to said Second Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of the Deed of Trust, it shall not take any action to terminate the foregoing Second Amendment.

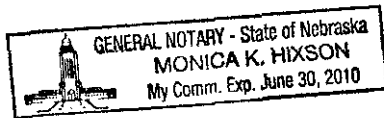
Executed this 2nd day of September, 2008.

FIRST AMERICAN TITLE INSURANCE COMPANY,  
as Trustee

By: *Ellen Albrecht*  
Name: Ellen Albrecht  
Its: Vice President

STATE OF Nebraska  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me on this 2nd day of September, 2008 by Ellen Albrecht, as Vice President of First American Title Insurance Company, as Trustee, on behalf of said company.



*Monica K. Hixson*  
Notary Public

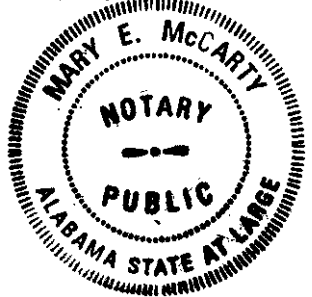


Protective Life Insurance Company, as Beneficiary

By: \_\_\_\_\_  
Name: Carl S. Shippen  
Its: ECVP

AL  
STATE OF NEW YORK )  
COUNTY OF JEFFERSON ) ss.

The foregoing instrument was acknowledged before me on this 10 day of Sept 2008 by Carl S. Shippen, as ECVP Protective Life Insurance Company, on behalf of said company.



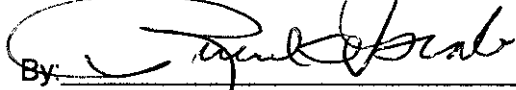
Mary E. McCarty  
Notary Public

**CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEED OF TRUST  
FROM CONNECTIVITY SOLUTIONS MANUFACTURING**

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Lawyers Title Insurance Corporation, as Trustee and Bank of America, N.A., in its capacity as administrative agent for the secured parties to that certain credit agreement, dated as of December 27, 2007 between CommScope, Inc. as borrower and Bank of America, N.A. (the "Credit Agreement"), as Beneficiary under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing recorded in the Office of the Register of Deeds of Douglas County, Nebraska on December 27, 2007, as Instrument No. 2007141238 (the "Deed of Trust"), hereby consents to the foregoing Second Amendment to Reciprocal Easement and Operation Agreement (the "Second Amendment") such that the Deed of Trust shall be subject to said Second Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of the Deed of Trust, it shall not take any action to terminate the foregoing Second Amendment.

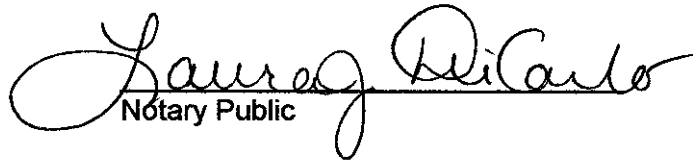
Executed this 4th day of August, 2008.

LAWYERS TITLE INSURANCE CORPORATION,  
as Trustee

By:   
Name: Richard D. Grab  
Its: Assistant Vice-President

STATE OF MISSOURI        )  
  ) ss.  
COUNTY OF ST. LOUIS    )

The foregoing instrument was acknowledged before me on this 4th day of August, 2008, by Richard D. Grab, as Assistant Vice-President of Lawyers Title Insurance Corporation, as Trustee, on behalf of said corporation.

  
Notary Public



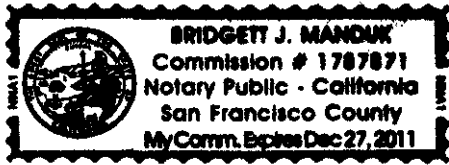
LAURA J. DICARLO  
My Commission Expires  
January 31, 2010  
St. Louis County  
Commission #06438234

Bank of America, N.A., in its capacity as administrative agent for the secured parties to the Credit Agreement, as Beneficiary

By: [Signature]  
Name: JOAN MOK  
Its: \_\_\_\_\_

STATE OF California  
COUNTY OF San Francisco <sup>SS.</sup>

The foregoing instrument was acknowledged before me on this 5<sup>th</sup> day of August, 2008, by JOAN MOK, as VICE PRESIDENT of Bank of America, N.A., in its capacity as administrative agent for secured parties to the Credit Agreement, as Beneficiary, on behalf of said bank.



[Signature]  
Notary Public

**CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEED OF TRUST  
FROM L STREET MARKETPLACE, LLC**

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, First National Bank of Omaha, as Trustee and Beneficiary, under that certain Deed of Trust dated October 17, 2007 and filed October 22, 2007 as Instrument No. 2007119370 in the of the Office of the Register of Deeds of Douglas County, Nebraska (the "Recorder's Office"), hereby consents to the foregoing Second Amendment to Reciprocal Easement and Operation Agreement (the "Second Amendment") such that the Deed of Trust shall be subject to said Second Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of the Deed of Trust, it shall not take any action to terminate the foregoing Second Amendment.

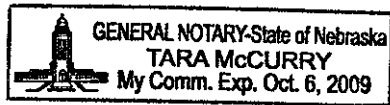
Executed this 6<sup>th</sup> day of Nov., 2007.

FIRST NATIONAL BANK OF OMAHA,  
as Trustee and Beneficiary

By: Eric W. Musgjer  
Name: Eric W. Musgjer  
Its: V.P.

STATE OF NE )  
                          ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me on this 6<sup>th</sup> day of Nov., 2007, by Eric Musgjer, as Vice President of First National Bank of Omaha, as Trustee and Beneficiary, on behalf of said bank.




Tara McCurry  
Notary Public

**CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEEDS OF TRUST  
FROM MILLARD LUMBER, INC.**

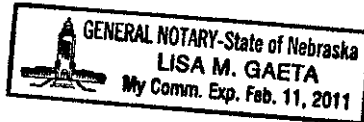
In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, First National Bank of Omaha as Trustee and Beneficiary, under that certain Deed of Trust filed October 24, 2007 as Instrument No. 2007-120209 and Assignment of Rents filed October 27, 2007 as Instrument No. 2007-120210, and that certain Deed of Trust filed October 24, 2007 as Instrument No. 2007-120212 and Assignment of Rents filed October 24, 2007 as Instrument No. 2007-120213, in the Office of the Register of Deeds of Douglas County, Nebraska (the "Recorder's Office"), hereby consents to the foregoing Second Amendment to Reciprocal Easement and Operation Agreement (the "Amendment") such that each of the Deeds of Trust shall be subject to said Second Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of any of the Deeds of Trust, it shall not take any action to terminate the foregoing Second Amendment.

Executed this 19<sup>th</sup> day of November, 2007.

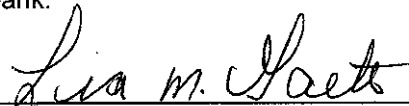
First National Bank of Omaha, as Trustee and Beneficiary

By:   
Name: Matthew G. Medlock  
Its: Vice President

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF DOUGLAS        )



The foregoing instrument was acknowledged before me on this 19<sup>th</sup> day of November, 2007, by Matthew Medlock, as Vice President of First National Bank of Omaha, as Trustee and Beneficiary, on behalf of said bank.

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



**CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEEDS OF TRUST  
FROM LGM INVESTMENTS, LLC**

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, TierOne Bank as Trustee and Beneficiary, under those certain Deeds of filed July 26, 2007 as Instrument Nos. 2007084992, 2007084993, and 2007084994, in the of the Office of the Register of Deeds of Douglas County, Nebraska (the "Recorder's Office"), hereby consents to the foregoing Second Amendment to Reciprocal Easement and Operation Agreement (the "Second Amendment") such that each of the Deeds of Trust shall be subject to said Second Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of any of the Deeds of Trust, it shall not take any action to terminate the foregoing Second Amendment.

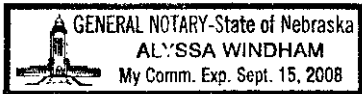
Executed this 12<sup>th</sup> day of November, 2007.

TierOne Bank, as Trustee and Beneficiary

By: *Gerry J Tomka*  
 Name: Gerry J Tomka  
 Its: Signature President

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on this 12 day of November 2007, by GERRY J TOMKA, as SENIOR VP of Tier One Bank, as Trustee and Beneficiary, on behalf of said bank.




*Alyssa Windham*  
 Notary Public

**CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEED OF TRUST  
FROM 121 COURT, LLC**

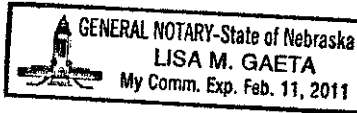
In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, First National Bank of Omaha, as Trustee and Beneficiary, under that certain Deed of Trust filed September 6, 2007 as Instrument No. 2007102313 in the Office of the Register of Deeds of Douglas County, Nebraska (the "Recorder's Office"), hereby consents to the foregoing Second Amendment to Reciprocal Easement and Operation Agreement (the "Second Amendment") such that the Deed of Trust shall be subject to said Second Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of the Deed of Trust, it shall not take any action to terminate the foregoing Second Amendment.

Executed this 26<sup>th</sup> day of November, 2007.

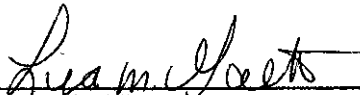
FIRST NATIONAL BANK OF OMAHA,  
as Trustee and Beneficiary

By:   
Name: Stephen Lindsay  
Its: V.P.

STATE OF Nebraska)  
) ss.  
COUNTY OF Douglas)



The foregoing instrument was acknowledged before me on this 26 day of November, 2007, by Stephen Lindsay, as Officer of First National Bank of Omaha, as Trustee and Beneficiary, on behalf of said bank.

  
Notary Public



**CONSENT AND RATIFICATION OF SECOND AMENDMENT**

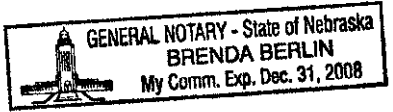
Subsequent to Connectivity Solutions Manufacturing, Inc. ("Connectivity") executing this Second Amendment, but prior to the recording of this Second Amendment, Connectivity (a) replatted Lot 9 of Omaha Works Industrial Park into Lots 1 and 2 of Omaha Works Industrial Park Replat 5 and (b) sold Lot 1 of Omaha Works Replat 5 to the undersigned. The undersigned hereby consents to, and ratifies the terms of this Second Amendment in all respects in the same manner as if the undersigned had been an original signatory to the Second Amendment.

SPORTSCENTER PROPERTIES, LLC, a Nebraska limited liability company

By: *Russell J. Kreikemeier*  
Name: RUSSELL J. KREIKEMEIER  
Its: MANAGING MEMBER

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF CAMING    )

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of AUGUST, 2008, by Russell J. Kreikemeier the Mg. MEMBER of Sportscenter Properties, LLC, a Nebraska limited liability company, on behalf of the company.




*Brenda Berlin*  
Notary Public

**CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEED OF TRUST  
FROM SPORTSCENTER PROPERTIES, LLC**

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, United Republic Bank, as Trustee and Beneficiary, under that certain Deed of Trust filed March 20, 2008 as Instrument No. 2008026845 in the Office of the Register of Deeds of Douglas County, Nebraska, hereby consents to the foregoing Second Amendment to Reciprocal Easement and Operation Agreement (the "Second Amendment") such that the Deed of Trust shall be subject to said Second Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of the Deed of Trust, it shall not take any action to terminate the foregoing Second Amendment.

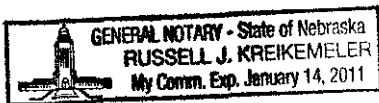
Executed this 13 day of AUGUST, 2008.

UNITED REPUBLIC BANK,  
as Trustee and Beneficiary

By:   
Name: MICHAEL PATE  
Its: PRESIDENT & CEO

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on this 13 day of Aug, 2008, by MICHAEL PATE, as PRES & CEO of United Republic Bank, as Trustee and Beneficiary, on behalf of said bank.



  
Notary Public

CONSENT AND RATIFICATION OF SECOND AMENDMENT

Subsequent to Connectivity Solutions Manufacturing, Inc. ("Connectivity") executing this Second Amendment, but prior to the recording of this Second Amendment, Connectivity (a) replatted Lot 9 of Omaha Works Industrial Park into Lots 1 and 2 of Omaha Works Industrial Park Replat 5 and (b) sold Lot 2 of Omaha Works Replat 5 to the undersigned. The undersigned hereby consents to, and ratifies the terms of this Second Amendment in all respects in the same manner as if the undersigned had been an original signatory to the Second Amendment.

BASEBALL LAND, LLC, a Nebraska limited liability company

By: [Signature]  
Name: BRAD PERDEAULT  
Its: MANAGER

STATE OF NEBRASKA )  
COUNTY OF Douglas ) ss.

The foregoing instrument was acknowledged before me on the 8 day of August, 2008, by Brad Perdeault, the Manager of Baseball Land, LLC, a Nebraska limited liability company, on behalf of the company.

GENERAL NOTARY - State of Nebraska  
RAYMOND D. GRACE JR.  
My Comm. Exp. Aug. 29, 2010

[Signature]  
Notary Public

**CONSENT OF TRUSTEE AND BASEBALL LAND, LLC**

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, American Interstate Bank, as Trustee and Beneficiary, under that certain Deed of Trust filed March 17, 2008 as Instrument No. 2008025430 in the Office of the Register of Deeds of Douglas County, Nebraska, hereby consents to the foregoing Second Amendment to Reciprocal Easement and Operation Agreement (the "Second Amendment") such that the Deed of Trust shall be subject to said Second Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of the Deed of Trust, it shall not take any action to terminate the foregoing Second Amendment.

Executed this 8 day of August, 2008.

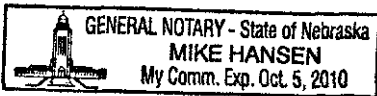
AMERICAN INTERSTATE BANK,  
as Trustee and Beneficiary

By: [Signature]  
Name: Ramiro E. Gomez, Jr.  
Its: V.P.

STATE OF NEBRASKA     )  
   ) ss.  
COUNTY OF Douglas     )

The foregoing instrument was acknowledged before me on this 8th day of August, 2008, by Ray Grace, as VP of American Interstate Bank, as Trustee and Beneficiary, on behalf of said bank.


[Signature: Mike Hansen]  
Notary Public



**CONSENT AND RATIFICATION OF SECOND AMENDMENT**

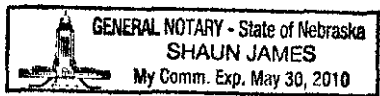
Subsequent to Millard Lumber, Inc. ("Millard") executing this Second Amendment, but prior to the recording of this Second Amendment, Millard sold Lots 16, 17, 18 and 19 of Omaha Works Industrial Park to the undersigned. The undersigned hereby consents to, and ratifies the terms of this Second Amendment in all respects in the same manner as if the undersigned had been an original signatory to the Second Amendment.

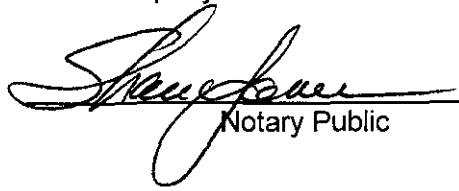
TRP PROPERTIES, L.L.C., a Nebraska limited liability company

By:   
Name: TERRY PETERSON  
Its: MGR M3M

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me on the 3/ day of July, 2008, by Terry R. Peterson, the manager of TRP Properties, L.L.C., a Nebraska limited liability company, on behalf of the company.



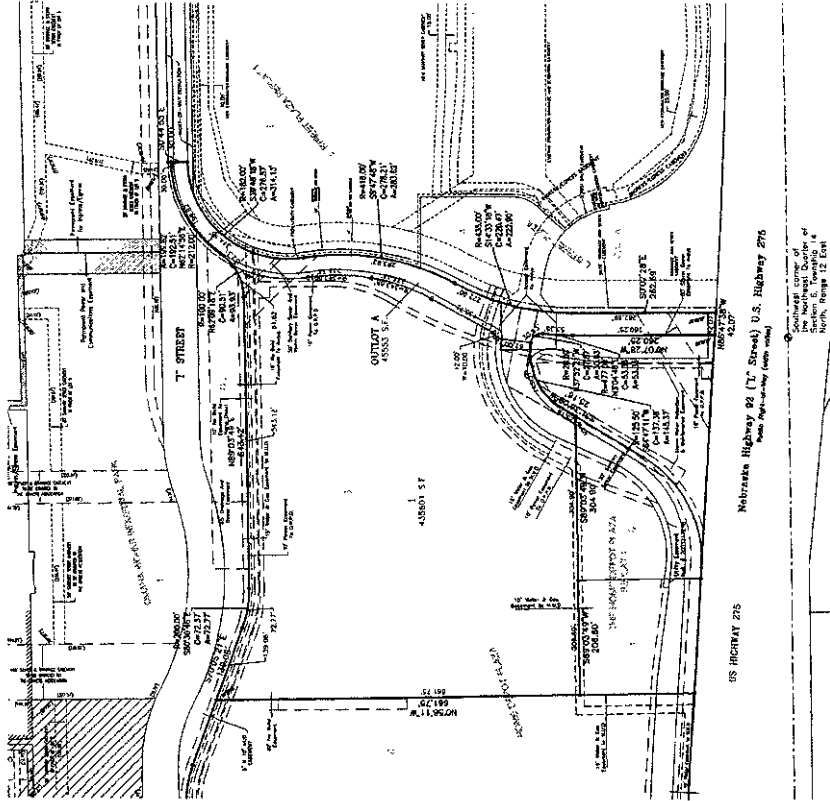
  
Notary Public

**EXHIBIT A - 4.1**

**Depiction of Outlot "A"**

# HOME DEPOT PLAZA REPLAT 2

Lot 1 and Outlot A, being an administrative subdivision of Lot 3, HOME DEPOT PLAZA, a subdivision, as surveyed, plotted and recorded in Douglas County, Nebraska

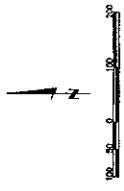


### LEGEND

- 1 LOT CORNER
- 2 CORNER POINT (A/C) - STAKE
- 3 1/4" ALUMINUM NAIL
- 4 CORNER SET (A/C) - STAKE (4")
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### NOTES

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### CITY OF OMAHA, NEBRASKA ADMINISTRATIVE SUBDIVISION

Lot 1 and Outlot A, being an administrative subdivision of Lot 3, HOME DEPOT PLAZA, a subdivision, as surveyed, plotted and recorded in Douglas County, Nebraska

### SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly qualified and licensed surveyor in the State of Nebraska, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the same, and that the same has been duly recorded in the public records of the County of Douglas, Nebraska, in Book 12, Page 12.



DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_

COUNTY: \_\_\_\_\_

POST OFFICE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EDUCATION: \_\_\_\_\_

EXPERIENCE: \_\_\_\_\_

REFERENCES: \_\_\_\_\_

OTHER: \_\_\_\_\_

REMARKS: \_\_\_\_\_

DATE OF SURVEY: \_\_\_\_\_

DATE OF RECORDING: \_\_\_\_\_

RECORDING OFFICE: \_\_\_\_\_

RECORDING BOOK: \_\_\_\_\_

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### ADMINISTRATIVE SUBMISSION

1710 West Dodge Road, Suite 100  
Omaha, Nebraska 68134-2073  
(Ph) 402.962.2188  
(Fax) 402.962.2710  
WWW.LKA-INC.COM

Lamp, Rynerson & Associates, Inc.

HOME DEPOT PLAZA REPLAT 2 (Lot 1 and Outlot A)  
DOUGLAS COUNTY, NEBRASKA

2010-10-15-07  
1  
1

**EXHIBIT B**

**Depiction the Released Easement Areas**

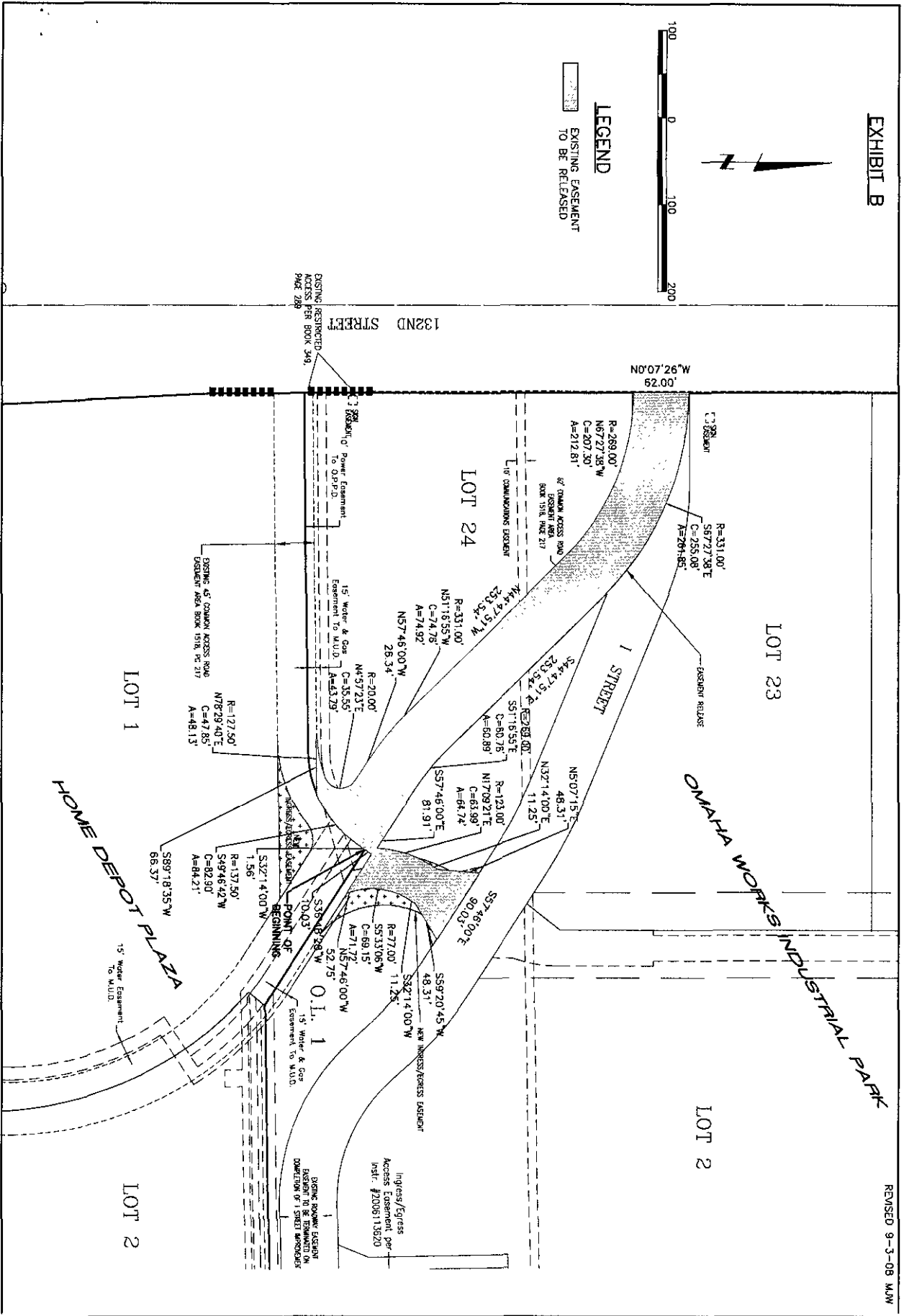


EXHIBIT B

REVISED 9-3-08 MAJ



LEGEND  
 [Symbol] EXISTING EASEMENT  
 [Symbol] TO BE RELEASED



**EXHIBIT C**

**Depiction of the Easement Area**

DOCS/821593.2

**LEGAL DESCRIPTION**

A permanent easement for the construction and maintenance of pavement and for ingress and egress over that part of Lot 24 and Outlot 1, OMAHA WORKS INDUSTRIAL PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning in the south right of way line of "I" Street at the corner common to said Lot 24 and Outlot 1; Thence South 57°46'00" East (bearings referenced to the Final Plat of OMAHA WORKS INDUSTRIAL PARK) for 55.02 feet along said south right of way line;

Thence South 77°14'00" West for 35.36 feet;

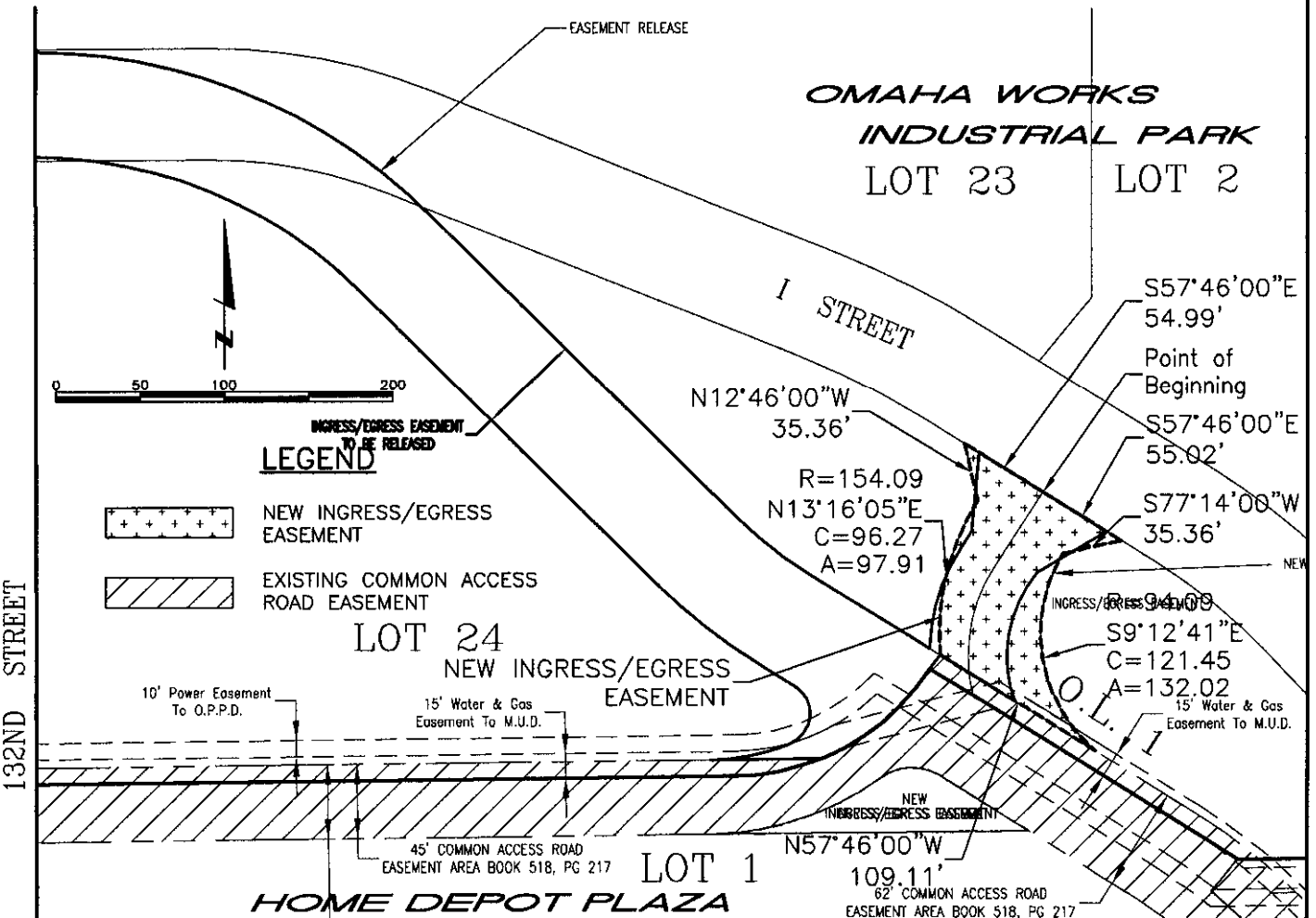
Thence along a curve to the left (having a radius of 94.09 feet and a long chord bearing South 09°12'41" East for 121.45 feet) for an arc length of 132.02 feet to the north line of the existing access easement;

Thence North 57°46'00" West for 109.11 feet along said north line of the existing access easement;

Thence along a curve to the right (having a radius of 154.09 feet and a long chord bearing North 13°16'05" East for 96.27 feet) for an arc length of 97.91 feet;

Thence North 12°46'00" West for 35.36 feet to the said south right of way line of "I" Street;

Thence South 57°46'00" East for 54.99 feet along said south right of way line to the Point of Beginning. Contains 8475 square feet.



Lamp, Rynearson & Associates, Inc.

14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM

(Ph) 402.496.2498  
(Fax) 402.496.2730

drawn by: CTM  
designer: RP  
job number-tasks: 06080.01-055  
date: 03-19-2008  
book: page:  
file name: 06080TSE108.dwg

**LEGAL DESCRIPTION**

**EXHIBIT C**

REVISED 9-3-08 MJW

A permanent easement for the construction and maintenance of pavement and for ingress and egress over that part of Lot 1, HOME DEPOT PLAZA, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Commencing at the northwest corner of said Lot 1;

Thence South 00°09'33" East (bearings referenced to the Final Plat of HOME DEPOT PLAZA) for 35.00 feet along the west line of said Lot 1 to the south line of an existing common access road easement recorded in Book 1518 at page 217 in the Douglas County Register of Deeds Office;

Thence North 89°14'35" East for 400.48 feet along the south line of said easement to the TRUE POINT OF BEGINNING;

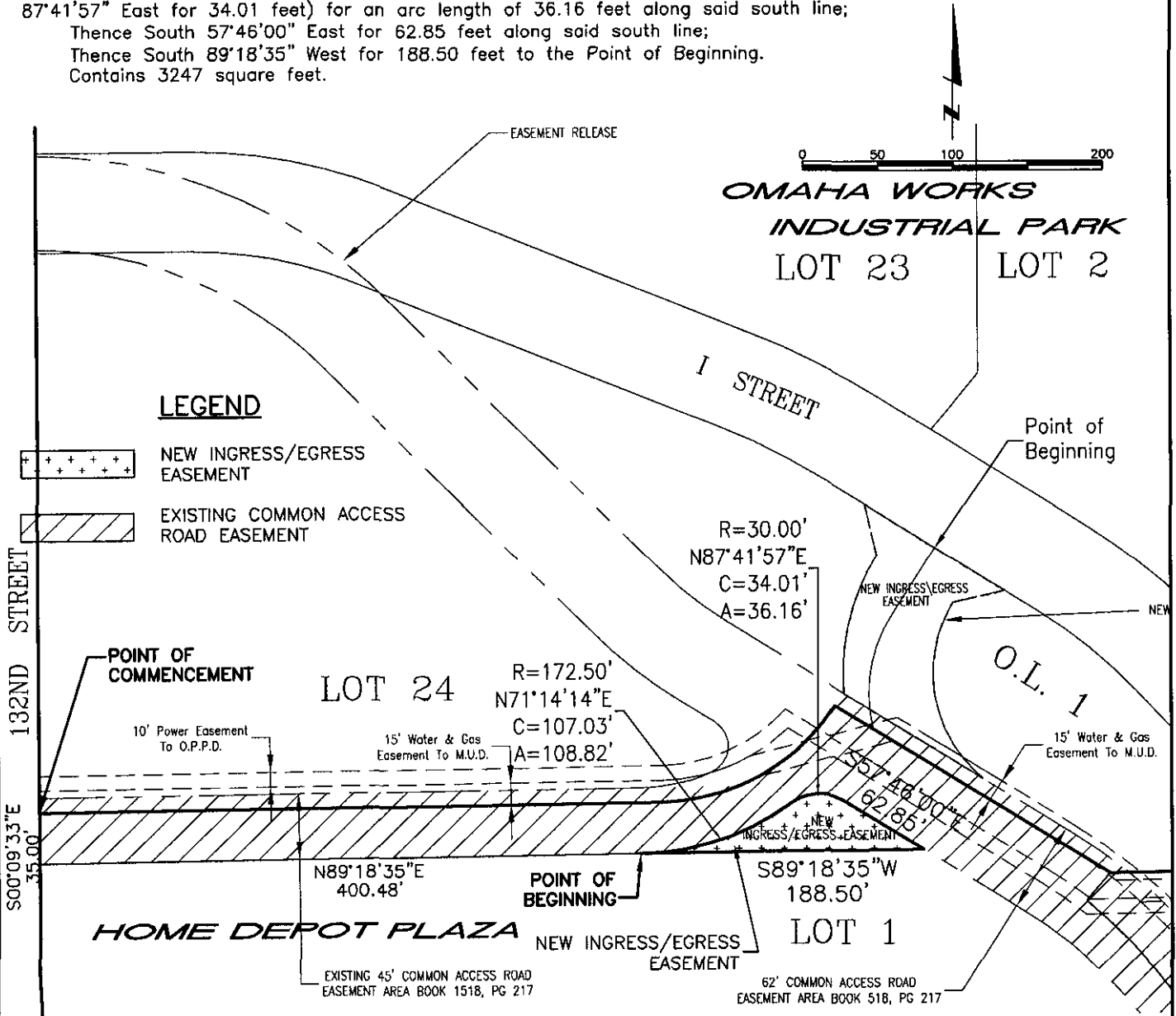
Thence along a curve to the left (having a radius of 172.50 feet and a long chord bearing North 71°14'14" East for 107.03 feet) for an arc length of 108.82 feet along said south line;

Thence along a curve to the right (having a radius of 30.00 feet and a long chord bearing North 87°41'57" East for 34.01 feet) for an arc length of 36.16 feet along said south line;

Thence South 57°46'00" East for 62.85 feet along said south line;

Thence South 89°18'35" West for 188.50 feet to the Point of Beginning.

Contains 3247 square feet.



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