



MTG 2017018066



MAR 08 2017 10:54 P 21

Fee amount: 130.00
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/08/2017 10:54:11.00



2017018066

Return To: Loan Department, Enterprise Bank, 12800 W Center Road, Omaha, NE 68144

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DEED OF TRUST
(With Future Advance Clause)

DATE AND PARTIES. The date of this Deed Of Trust (Security Instrument) is March 7, 2017.
The parties and their addresses are:

TRUSTOR (Grantor):
WESTROADS INVESTORS, LLC
A Nebraska Limited Liability Company
17007 MARCY ST, STE 2
OMAHA, NE 68118

TRUSTEE:
ENTERPRISE BANK
a Nebraska Financial Institution
12800 W CENTER RD
OMAHA, NE 68144

BENEFICIARY (Lender):
ENTERPRISE BANK
Organized and existing under the laws of Nebraska
12800 W Center Road
Omaha, NE 68144

1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

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2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Grantor's performance under this Security Instrument, Grantor does hereby irrevocably grant, convey and sell to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

SEE ATTACHED EXHIBIT "A"

The property is located in Douglas County at 730-908 N 102ND ST, OMAHA, Nebraska 68114.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$6,756,770.75. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 16275, dated March 7, 2017, from Grantor to Lender, with a loan amount of \$6,756,770.75.

B. Future Advances. All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing.

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real

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Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

6. PAYMENTS. Grantor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

7. WARRANTY OF TITLE. Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Grantor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

9. CLAIMS AGAINST TITLE. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

10. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

11. TRANSFER OF AN INTEREST IN THE GRANTOR. If Grantor is an entity other than a natural person (such as a corporation, partnership, limited liability company or other organization), Lender may demand immediate payment if:

- A. A beneficial interest in Grantor is sold or transferred.
- B. There is a change in either the identity or number of members of a partnership or similar entity.
- C. There is a change in ownership of more than 25 percent of the voting stock of a corporation, partnership, limited liability company or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

12. WARRANTIES AND REPRESENTATIONS. Grantor makes to Lender the following warranties and representations which will continue as long as this Security Instrument is in effect:

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A. Power. Grantor is duly organized, and validly existing and in good standing in all jurisdictions in which Grantor operates. Grantor has the power and authority to enter into this transaction and to carry on Grantor's business or activity as it is now being conducted and, as applicable, is qualified to do so in each jurisdiction in which Grantor operates.

B. Authority. The execution, delivery and performance of this Security Instrument and the obligation evidenced by this Security Instrument are within Grantor's powers, have been duly authorized, have received all necessary governmental approval, will not violate any provision of law, or order of court or governmental agency, and will not violate any agreement to which Grantor is a party or to which Grantor is or any of Grantor's property is subject.

C. Name and Place of Business. Other than previously disclosed in writing to Lender, Grantor has not changed Grantor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name. Without Lender's prior written consent, Grantor does not and will not use any other name and will preserve Grantor's existing name, trade names and franchises.

13. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL.

Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Grantor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

14. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

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15. ASSIGNMENT OF LEASES AND RENTS. Grantor irrevocably assigns, grants, conveys to Lender as additional security all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Grantor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Grantor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default. Grantor will not collect in advance any Rents due in future lease periods, unless Grantor first obtains Lender's written consent. Upon default, Grantor will receive any Rents in trust for Lender and Grantor will not commingle the Rents with any other funds. When Lender so directs, Grantor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Grantor agrees that this Security Instrument is immediately effective between Grantor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Grantor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Grantor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Grantor or any party to the Lease defaults or fails to observe any applicable law, Grantor will promptly notify Lender. If Grantor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Grantor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Grantor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Grantor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

16. DEFAULT. Grantor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Grantor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence

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by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Grantor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Business Termination. Grantor merges, dissolves, reorganizes, ends its business or existence, or a partner or majority owner dies or is declared legally incompetent.

D. Failure to Perform. Grantor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Grantor is in default on any other debt or agreement Grantor has with Lender.

G. Misrepresentation. Grantor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Grantor fails to satisfy or appeal any judgment against Grantor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Grantor changes Grantor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Grantor transfers all or a substantial part of Grantor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Material Change. Without first notifying Lender, there is a material change in Grantor's business, including ownership, management, and financial conditions.

N. Other Events. Anything else happens that causes Lender to reasonably believe that the prospect of payment, performance or realization of the Property is significantly impaired.

17. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Grantor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Grantor's default.

Subject to any right to cure, required time schedules or any other notice rights Grantor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

If there is an occurrence of an Event of Default, Trustee will, in addition to any other permitted remedy, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash. Trustee will give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

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To the extent not prohibited by law, Trustee will apply the proceeds of the Property's sale in the following order: to all fees, charges, costs and expenses of exercising the power of sale and the sale; to Lender for all advances made for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon; to the Secured Debts' principal and interest; and paying any surplus as required by law. Lender or its designee may purchase the Property.

Upon any sale of the Property, Trustee will make and deliver a trustee's deed that conveys all right, title and interest to the Property that was sold to the purchaser(s). The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Grantor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Grantor agrees to pay expenses for Lender to inspect, value, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Grantor.

19. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.

B. Except as previously disclosed and acknowledged in writing to Lender, Grantor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

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C. Grantor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Grantor will take all necessary remedial action in accordance with Environmental Law.

D. Except as previously disclosed and acknowledged in writing to Lender, Grantor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Grantor or any tenant of any Environmental Law. Grantor will immediately notify Lender in writing as soon as Grantor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

E. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.

F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.

G. Grantor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Grantor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Grantor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Grantor agrees, at Grantor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Grantor's obligations under this section at Grantor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Grantor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Grantor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

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20. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

21. INSURANCE. Grantor agrees to keep the Property insured against the risks reasonably associated with the Property. Grantor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Grantor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Grantor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Grantor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Grantor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Grantor will immediately notify Lender of cancellation or termination of insurance. If Grantor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Grantor will pay for the insurance on Lender's demand. Lender may demand that Grantor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Grantor, may be written by a company other than one Grantor would choose, and may be written at a higher rate than Grantor could obtain if Grantor purchased the insurance. Grantor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

22. ESCROW FOR TAXES AND INSURANCE. Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

23. SUCCESSOR TRUSTEE. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, will succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

24. OTHER TERMS. The following are applicable to this Security Instrument:

A. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.

B. Additional Terms. Future advances secured by this security agreement include, but are not limited to, future advances in the form of the overdrafts and depository obligations owed to bank and obligations owed to bank under any credit card or purchasing card products.

Pursuant to Neb. Rev. Stat. §76-1008(3) of the Nebraska Trust Deeds Act, a copy of any notice of default and a copy of any notice of sale thereunder will be mailed to each person who is a party to this Deed of Trust at the addresses set forth herein in the manner and at the time required in the Nebraska Trust Deeds Act.

25. APPLICABLE LAW. This Security Instrument is governed by the laws of Nebraska, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

26. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Grantor's obligations under this Security Instrument are independent of the obligations of any other Grantor. Lender may sue each Grantor individually or together with any other Grantor. Lender may release any part of the Property and Grantor will still be obligated under this Security Instrument for the remaining Property. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Grantor.

27. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Grantor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

28. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

29. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors. Grantor will inform Lender in writing of any change in Grantor's name, address or other application information. Grantor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Grantor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

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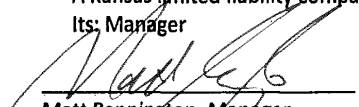
SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Security Instrument. Grantor also acknowledges receipt of a copy of this Security Instrument.

GRANTOR:

WESTROADS INVESTORS, LLC

By: DRAKE WESTROADS, LLC,
A Kansas limited liability company
Its: Co-Manager


By: OMAHA INVESTORS, LLC,
A Kansas limited liability company
Its: Manager



Matt Pennington, Manager

By: WOODSONIA 730-908 N 102, LLC,
A Nebraska limited liability company
Its: Co-Manager

By: DREW SNYDER REAL ESTATE, LLC
A Kansas limited liability company
Its: Manager



Drew Snyder, Manager

WESTROADS INVESTORS, LLC
Nebraska Deed Of Trust
NE/4XXXBRIAN000000001180062N

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Systems™
Initials _____ Page 11

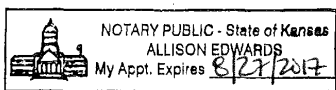
ACKNOWLEDGMENT.

STATE OF Kansas, COUNTY OF Johnson SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 3rd DAY OF March,

2017 BY MATTHEW L PENNINGTON - MANAGER OF WESTROADS INVESTORS, LLC, BY DRAKE WESTROADS, LLC, A KANSAS LIMITED LIABILITY COMPANY AND ITS CO-MANAGER, BY OMAHA INVESTORS, LLC, A KANSAS LIMITED LIABILITY COMPANY, ITS MANAGER ON BEHALF OF THE LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES: August 27, 2017



Allison Edwards

(NOTARY PUBLIC)

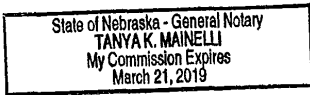
STATE OF Nebraska, COUNTY OF Douglas SS.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 7 DAY OF March,

2017 BY DREW SNYDER - MANAGER OF WESTROADS INVESTORS, LLC, BY WOODSONIA 730-908 N 102, LLC, A NEBRASKA LIMITED LIABILITY COMPANY AND ITS CO-MANAGER, BY DREW SNYDER REAL ESTATE, LLC, A KANSAS LIMITED LIABILITY COMPANY, ITS MANAGER ON BEHALF OF THE LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES:

March 21, 2019 *Tanya K. Mainelli*



(NOTARY PUBLIC)

WESTROADS INVESTORS, LLC
Nebraska Deed Of Trust
NE/4XXXBRIAN000000001180062N

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Initials _____ Page 12

EXHIBIT "A"

Parcel 1: NESW

That part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, described as follows: Commencing at the Northeast corner of said Northeast $\frac{1}{4}$; thence South (assumed bearing) 869.93 feet on the East line of said Northeast $\frac{1}{4}$; thence West 91.82 feet to the point of beginning, said point being the Northeast corner of a tract of land referred to as "Parcel B" in a "Warranty Deed" recorded in Book 1454 at Page 33 of the Douglas County Records, said corner also being on the West line of 102nd Street; thence continuing West 874.74 feet on the North line of said "Parcel B" to the Northwest corner thereof; thence S05°39'19"E 247.20 feet on the West line of said "Parcel B"; thence East 859.00 feet on a line 36.00 feet North of and parallel with the South line of said "Parcel B" to the East line thereof; thence North 182.61 feet on the East line of said "Parcel B" and on the West line of 102nd Street; thence Northwesterly on the East line of said "Parcel B" and on the West line of 102nd Street on a 237.50 foot radius curve to the left, chord bearing N07°44'36"W, chord distance 63.97 feet, an arc distance of 64.15 feet to the point of beginning.

Parcel 2: NE & SESW

That part of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 16, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of said Northeast $\frac{1}{4}$; thence South (assumed bearing) 1433.93 feet on the East line of said Northeast $\frac{1}{4}$; thence West 83.20 feet to the point of beginning, said point being the Southeast corner of a tract of land referred to as

"Parcel A" in a "Warranty Deed" recorded in Book 1454 at Page 33 of the Douglas County Records, said corner also being on the West line of 102nd Street; thence continuing West 779.80 feet on the South line of said "Parcel A" to the Southwest corner thereof; thence Northwesterly on the West line of said "Parcel A" on a 1025.92 foot radius curve to the right, chord bearing N19°18'30"W, chord distance 201.14 feet, an arc distance of 201.46 feet; thence N05°39'19"W 128.80 feet on the West line of said "Parcel A" and its Northerly extension; thence East 859.00 feet on a line 36.00 feet North of and parallel with the North line of said "Parcel A" to a point on the Northerly extension of the East line of said "Parcel A" said point also being on the West line of 102nd Street; thence South 318.00 feet on the East line of said "Parcel A" and its extension and on the West line of 102nd Street to the point of beginning.

Parcel 3: SESW

That part of the Southwest $\frac{1}{4}$ of Section 16, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of said Southwest $\frac{1}{4}$; thence South (assumed bearing) 1433.93 feet on the East line of said Southwest $\frac{1}{4}$;

thence West 83.20 feet to the point of beginning, said point also being the Southeast corner of a tract of land deeded to Metro Lincoln-Mercury as described in Book 1454 at Page 33 of the Deed Records of Douglas County, Nebraska; thence continuing West 535.00 feet on the South line of said Metro Lincoln-Mercury tract;

thence South 180.00 feet on a line 535.00 feet West of and parallel to the West line of 102nd Street; thence East 535.00 feet on a line 180.00 feet South of and parallel to the South line of said Metro Lincoln-Mercury tract, to the West line of 102nd Street; thence North 180.00 feet on the West line of 102nd Street to the point of beginning.

Together with the right of ingress and egress granted by Permanent Easement Agreement dated October 25, 1988 and recorded November 2, 1988 in Book 867 at Page 27 of the Miscellaneous Records of Douglas County, Nebraska.

**ADDENDUM TO DEED OF TRUST, PROMISSORY NOTE, COMMERCIAL LOAN
AGREEMENT
FOR LOAN NO. 16275 IN THE PRINCIPAL AMOUNT OF \$6,756,770.75**

THIS ADDENDUM (“Addendum”) is entered into as of the 7 day of March, 2017, by and between **ENTERPRISE BANK** (hereinafter referred to as “Lender,” “Grantee,” or “Beneficiary”), with an address of 12800 W Center Road, Omaha, NE 68144, and **WESTROADS INVESTORS, LLC**, a Nebraska limited liability company (hereinafter referred to as “Borrower” or “Grantor”), with an address of 17007 Marcy Street, Suite 2, Omaha, Nebraska 68118. This Addendum affects that certain real property with an address of 730-908 N. 102nd Street, Omaha, Nebraska, as more particularly described in Exhibit A attached hereto, and certain other real and personal property interests collectively described in the Deed of Trust (identified below) as the “Property” and referred to herein as the “Property”;

WHEREAS, contemporaneously herewith, Lender and Borrower are entering into certain agreements and loan documents, reflecting that Lender is lending to Borrower the principal sum of \$6,756,770.75, referenced as loan no. 16275 (the “Loan”), including without limitation that certain \$6,756,770.75 Promissory Note of Borrower in favor of Lender (the “Note”), that certain Deed of Trust with Future Advances, by Borrower in favor of Lender (the “Deed of Trust”), that certain Commercial Loan Agreement between Borrower and Lender (the “Loan Agreement”), the Guaranty of Floyd C. Eaton, Jr. in favor of Lender, the Guaranty of Matthew L. Pennington in favor of Lender, the Guaranty of Jeffrey D. Elliot in favor of Lender, the Guaranty of Andrew A. Snyder in favor of Lender, the Guaranty of Matthew J. Dennis in favor of Lender, the Guaranty of James A. Klausman in favor of Lender (collectively the “Guaranties”), and various other certificates and instruments (all of the foregoing, including without limitation the Note, the Deed of Trust, the Loan Agreement, and the Guaranties are collectively referred to herein as the “Loan Documents”); and

WHEREAS, Lender and Borrower wish to modify the terms of the Note, Deed of Trust and Loan Agreement as set forth herein and by separate agreement the parties will modify the terms of the Guaranties;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to modify the Loan Documents as follows:

1. Prior to recording, this Addendum shall be attached to and incorporated into the Deed of Trust.
2. Notwithstanding anything in the Loan Agreement, Promissory Note or Deed of Trust to the contrary, in the case of any Default, Event of Default or acceleration event involving the payment of money or any monetary obligation of Borrower under the Note or any Loan Document, Lender shall give written notice of such Default, Event of Default or acceleration event to Borrower, including any late charges assessed by Lender, and Borrower may cure

{1028/005/CLOSING/01219828;3 }

such default by making payment thereof within ten (10) days after such notice. In the case of any other Default, Event of Default or acceleration event Lender shall give written notice specifying the Default, Event of Default or acceleration event and Borrower may cure the default within thirty (30) days after such notice or such additional time as may be reasonable under the circumstances, provided Borrower is capable of curing the Default, Event of Default or acceleration event and upon notice immediately begins to prosecute diligently all actions necessary to cure the default, all to the reasonable satisfaction of Lender. If Borrower timely and fully cures each default within the applicable cure period, Lender agrees that the Note, all of the Loan Documents, and the Loan will be automatically reinstated without further action by Lender or Borrower.

3. Section 5(D) of the Loan Agreement is hereby deleted and replaced with the following:

Additional Financial Statements Terms. Borrower will provide the following: (i) annual business income statement and balance sheet within 30 days of the end of each fiscal/calendar year, (ii) Annual Tax Return with all schedules attached within 30 days after the filing deadline for such return, (iii) Annual Guarantor Tax Return with all schedules attached within 30 days after the filing deadline for such return, (iv) Annual Guarantor Personal Financial Statement within 12 months from the date of the prior statement. Borrower shall pay or cause to be paid all real estate taxes on a semi-annual basis. Borrower will provide any other financial information reasonably requested by lender.

4. Section 6(M) of the Loan Agreement is hereby deleted and replaced with the following:

Additional Covenants. During the term of this Loan, Borrower may not make distributions to its members without prior approval of Lender.

5. Section 10 of the Deed of Trust is hereby deleted and replaced with the following:

DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property which shall not include the Lease Agreement with TKA Properties, LLP, a Nebraska limited liability partnership, dated on or about January 27, 2017, or any other lease agreement signed by Grantor for the lease of all or a portion of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

{1028/005/CLOSING/01219828;3 }

6. Section 13 of the Deed of Trust is hereby deleted and replaced with the following:

13. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor will not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent, except in connection with the redevelopment of the Property, as previously disclosed to Lender. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent, except in connection with redevelopment of the Property. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except in connection with the redevelopment of the Property, as previously disclosed to Lender, and except that Grantor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Grantor will not partition or subdivide the Property without Lender's prior written consent, except in connection with the subdivision plat previously disclosed to Lender.

Lender or Lender's agents may enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property, subject to the prior approval Grantor and Grantor's tenant(s). Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law. Lender will indemnify Grantor for any damage caused by Lender's inspection, valuation or appraisal.

7. Section 7 of the Promissory Note is hereby deleted and replaced with the following:

PAYMENT. I agree to pay this Note in installments of accrued interest beginning June 30, 2017, and then on the last day of each 3 month period thereafter. I agree to pay the entire unpaid Principal and any accrued but unpaid interest on September 30, 2020.

{1028/005/CLOSING/01219828;3 }

Payments will be rounded down to the nearest \$.01. With the final payment I also agree to pay any additional fees or charges owing and the amount of any advances you have made to others on my behalf, pursuant to the terms of this Note and related Loan Documents. Payments scheduled to be paid on the 29th, 30th or 31st day of a month that contains no such day will, instead, be made on the last day of such month.

Each payment I make on this Note will be applied first to interest that is due, then to principal that is due, and finally to any charges that I owe other than principal and finance charges. If you and I agree to a different application of payments, we will describe our agreement on this Note. You may change how payments are applied in your sole discretion without notice to me. The actual amount of my final payment will depend on my payment record.

8. Section 8 of the Promissory Note is hereby deleted and replaced with the following:

PREPAYMENT. I may prepay this Loan under the following terms and conditions. Borrower shall pay a 1/2% prepayment penalty if the Loan is refinanced by another financial institution (pro rata with participant), unless Lender does not provide a commitment letter within thirty (30) days of receipt of any request to Lender for redevelopment financing, in which case there shall be no prepayment penalty of any kind. Lender will require all financials requested for approval of redevelopment request. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

9. Section 10 of the Promissory Note is hereby deleted and replaced with the following:

Borrower hereby agrees to provide Lender an annual personal financial statement within 30 days of Borrower's fiscal year *end*, copy of Borrower's/Guarantor's personal tax return with all schedules attached within 30 days after the filing deadline for such return, and any financial information as Lender may reasonably request.

10. Except as expressly set forth herein, or necessary to incorporate the modifications and amendments herein, all of the terms and conditions of the Loan Documents shall remain unmodified and in full force and effect.
11. This Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and assigns. This Addendum may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

{1028/005/CLOSING/01219828;3 }

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the day and year first above written.

BORROWER:

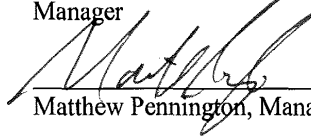
WESTROADS INVESTORS, LLC,
a Nebraska limited liability company

By: DRAKE WESTROADS, LLC,
a Kansas limited liability company

Its: Co-Manager

By: OMAHA INVESTORS, LLC,
a Kansas limited liability company

Its: Manager


Matthew Pennington, Manager

By: WOODSONIA 730-908 N. 102ND LLC,
a Nebraska limited liability company

Its: Co-Manager

By: DREW SNYDER REAL ESTATE, LLC,
a Kansas limited liability company

Its: Manager


Drew Snyder, Manager

{1028/005/CLOSING/01219828;1 }

ACKNOWLEDGMENTS

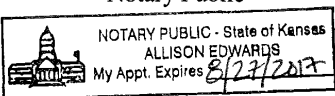
STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 5th day of March, 2017, before me, a Notary Public, appeared Matthew Pennington, Manager of Omaha Investors, LLC, the Manager of Drake Westroads, LLC, the co-Manager of Westroads Investors, LLC, to me personally known, who being by me duly sworn, is the Manager of Omaha Investors, LLC, the Manager of Drake Westroads, LLC, the co-Manager of Westroads Investors, LLC, and that the foregoing instrument was signed on behalf of said limited liability company in his capacity as the manager of said limited liability company, and such person duly acknowledged the execution of the same to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

My commission expires: August 27, 2017

Allison Edwards
Notary Public



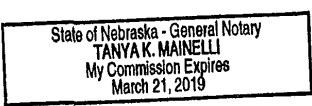
STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

On this 7 day of March, 2017, before me, a Notary Public, appeared Drew Snyder, Manager of Drew Snyder Real Estate, the Manager of Woodsonia 730-908 N. 102ND LLC, the co-Manager of Westroads Investors, LLC, to me personally known, who being by me duly sworn, is the Manager of Drew Snyder Real Estate, LLC, the Manager of Woodsonia 730-908 N. 102ND LLC, the co-Manager of Westroads Investors, LLC, and that the foregoing instrument was signed on behalf of said limited liability company in his capacity as the manager of said limited liability company, and such person duly acknowledged the execution of the same to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

My commission expires: March 21, 2019

Tanya K. Mainelli
Notary Public



{1028/005/CLOSING/01219828;1 }

EXHIBIT A

Legal Description

Parcel 1: NESW

That part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 16, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, described as follows: Commencing at the Northeast corner of said Northeast $\frac{1}{4}$; thence South (assumed bearing) 869.93 feet on the East line of said Northeast $\frac{1}{4}$; thence West 91.82 feet to the point of beginning, said point being the Northeast corner of a tract of land referred to as "Parcel B" in a "Warranty Deed" recorded in Book 1454 at Page 33 of the Douglas County Records, said corner also being on the West line of 102nd Street; thence continuing West 874.74 feet on the North line of said "Parcel B" to the Northwest corner thereof; thence S05°39'19"E 247.20 feet on the West line of said "Parcel B"; thence East 859.00 feet on a line 36.00 feet North of and parallel with the South line of said "Parcel B" to the East line thereof; thence North 182.61 feet on the East line of said "Parcel B" and on the West line of 102nd Street; thence Northwesterly on the East line of said "Parcel B" and on the West line of 102nd Street on a 237.50 foot radius curve to the left, chord bearing N07°44'36"W, chord distance 63.97 feet, an arc distance of 64.15 feet to the point of beginning.

Parcel 2: NE & SESW

That part of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 16, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of said Northeast $\frac{1}{4}$; thence South (assumed bearing) 1433.93 feet on the East line of said Northeast $\frac{1}{4}$; thence West 83.20 feet to the point of beginning, said point being the Southeast corner of a tract of land referred to as "Parcel A" in a "Warranty Deed" recorded in Book 1454 at Page 33 of the Douglas County Records, said corner also being on the West line of 102nd Street; thence continuing West 779.80 feet on the South line of said "Parcel A" to the Southwest corner thereof; thence Northwesterly on the West line of said "Parcel A" on a 1025.92 foot radius curve to the right, chord bearing N19°18'30"W, chord distance 201.14 feet, an arc distance of 201.46 feet; thence N05°39'19"W 128.80 feet on the West line of said "Parcel A" and its Northerly extension; thence East 859.00 feet on a line 36.00 feet North of and parallel with the North line of said "Parcel A" to a point on the Northerly extension of the East line of said "Parcel A" said point also being on the West line of 102nd Street; thence South 318.00 feet on the East line of said "Parcel A" and its extension and on the West line of 102nd Street to the point of beginning.

Parcel 3: SESW

That part of the Southwest $\frac{1}{4}$ of Section 16, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows: Commencing at the Northeast corner of said Southwest $\frac{1}{4}$; thence South (assumed bearing) 1433.93 feet on the East line of said Southwest $\frac{1}{4}$; thence West 83.20 feet to the point of beginning, said point also being the Southeast corner of a tract of land deeded to Metro Lincoln-Mercury as described in Book 1454 at Page 33 of the Deed Records of Douglas County, Nebraska; thence continuing West 535.00 feet on the South line of said Metro Lincoln-Mercury tract; thence South 180.00 feet on a line 535.00 feet West of and parallel to the West line of 102nd Street; thence East 535.00 feet on a line 180.00 feet South of and parallel to the South line of said Metro Lincoln-Mercury tract, to the West line of 102nd Street; thence North 180.00 feet on the West line of 102nd Street to the point of beginning.

Together with the right of ingress and egress granted by Permanent Easement Agreement dated October 25, 1988 and recorded November 2, 1988 in Book 867 at Page 27 of the Miscellaneous Records of Douglas County, Nebraska.

{1028/005/CLOSING/01219828;2 }