



MISC Inst. # 2018000926, Pg: 1 of 24 Rec Date: 01/04/2018 09:42:47.727

Fee Received: \$148.00 Electronically Recorded By: MB

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

Return to:  
 Michael f. Kivett  
 Valentine O'Toole, LLP  
 11240 Davenport Street  
 Omaha NE 68154-0125

**MODIFICATION OF DEED OF TRUST**

This Modification of Deed of Trust ("Agreement") is made and entered into effective this 6<sup>th</sup> day of November, 2017, between AVG-CFM 204Q, LLC, a Delaware limited liability company (herein "Borrower"), and UNION BANK AND TRUST COMPANY ("Lender");

**WITNESSETH:**

WHEREAS, Borrower and Lender entered into that certain Land Acquisition Loan Agreement dated November 2, 2006 ("Loan Agreement") pursuant to which Lender advanced to Borrower a Loan in the principal amount of \$19,200,000.00 evidenced by that certain Promissory Note dated November 2, 2006 in the original principal amount of \$19,200,000.00 ("Note") executed by Borrower and delivered to Lender and secured, among other things, by that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated November 2, 2006 and recorded as Instrument No. 2006126164 in the Register of Deeds for Douglas County, Nebraska, executed and delivered by Borrower for the benefit of Lender ("Deed of Trust"), which Loan Agreement, Note and Deed of Trust were amended pursuant to the First Amendment to Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated November 1, 2009 and recorded February 17, 2010 as Instrument No. 2010014467 in the Register of Deeds for Douglas County, Nebraska, the Second Amendment to Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated May 1, 2010 and recorded June 14, 2010 as Instrument No. 2010051849 in the Register of Deeds for Douglas County, Nebraska, the Third Amendment to Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated July 1, 2010 and recorded August 2, 2010 as Instrument No. 2010068278 in the Register of Deeds for Douglas County, Nebraska, the Fourth Amendment to Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated August 1, 2010 and recorded November 1, 2010 as Instrument No.

Inst. # 2018000926, Pages: 2 of 24

2010101437 in the Register of Deeds for Douglas County, Nebraska, the Fifth Amendment to Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated August 1, 2011 and recorded November 14, 2011 as Instrument No. 2011097161 in the Register of Deeds for Douglas County, Nebraska, the Sixth Amendment to Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated November 1, 2011 and recorded December 9, 2011 as Instrument No. 2011106201 in the Register of Deeds for Douglas County, Nebraska, the Seventh Amendment to Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated June 26, 2013 and recorded September 25, 2013 as Instrument No. 2013098182 in the Register of Deeds for Douglas County, Nebraska, the Eighth Amendment to Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated September 27, 2013 and recorded October 4, 2013 as Instrument No. 2013101447 in the Register of Deeds for Douglas County, Nebraska, the Ninth Amendment to Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated January 1, 2014 and recorded February 14, 2014, as Instrument No. 2014011801 in the Register of Deeds for Douglas County, Nebraska, and the Tenth Amendment to Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated July 1, 2017 and recorded October 11, 2017, as Instrument No. 2017081909 in the Register of Deeds for Douglas County, Nebraska; the Deed of Trust, as amended, remains a lien upon the real estate described on Exhibit "A" attached hereto; and

WHEREAS, Lender and Borrower agree to modify the Deed of Trust for the purpose of re-encumbering certain real estate previously reconveyed by Lender at the request of Borrower.

NOW, THEREFORE, in consideration of Ten Dollars and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereto agrees, represents and consents to and with Lender as follows:

1. The Deed of Trust is hereby modified to include the additional following described real estate:

Lot 2, Coventry Ridge Replat One, a subdivision in Douglas County, Nebraska.

2. Borrower represents and covenants that the Deed of Trust, as modified by this Agreement, is a valid first and existing lien on the above described real estate and the real estate described on Exhibit "A" attached hereto; that the execution of this Agreement will not impair the lien of the Deed of Trust; that the above described real estate and the real estate described on Exhibit "A" shall remain in all respects subject to the lien of the Deed of Trust; that nothing herein contained, and nothing done pursuant hereto, shall affect or be construed to affect the lien, charge or encumbrance of, or warranty of title in, or the priority thereof, over other liens, charges, encumbrances, or to release or affect the liability of any party or parties whomsoever who may now or hereafter be liable under or on account of the Loan Agreement, Note, Deed of Trust or any other Loan Documents; and that nothing herein contained or done in pursuance hereof shall affect or be construed to affect any other security or instrument held by Lender as additional security for payment of the indebtedness represented by the Note.

3. Except as expressly modified by the terms hereof, all of the terms and provisions of the Loan Agreement, Note, Deed of Trust and other Loan Documents are hereby ratified and shall remain in full force and effect. By execution hereof, Borrower and Lender concur with all provisions contained in this Agreement.

4. Any capitalized term used but not defined herein shall have the meaning set forth in the Loan Agreement.

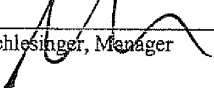
5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same agreement. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

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

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

(SIGNATURE PAGES FOLLOW)

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

By:   
Arnold Schlesinger, Manager

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, Notary Public – California, personally appeared Arnold Schlesinger who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, # \_\_\_\_\_  
In and for the State of California

MY COMMISSION EXPIRES:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

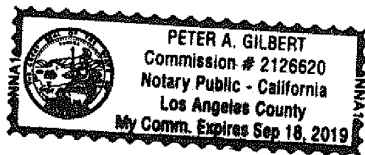
*A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.*

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

On December 4, 2017, before me Peter A. Gilbert, Notary Public – California, personally appeared **Arnold Schlesinger** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



X \_\_\_\_\_  
*[Handwritten signature]*

**Peter A. Gilbert**  
Notary Public #2126620  
In and for the State of California

MY COMMISSION EXPIRES:  
September 18, 2019

By: [Signature]  
D. Gregory Scott, Manager  
AVG-CFM 204Q, LLV

a Delaware limited liability company, Borrower

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

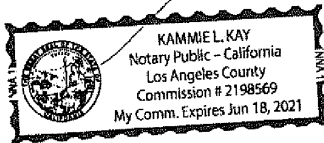
On 12/5, 2017, before me, Kammie L. Kay, Notary Public - California, personally appeared D. Gregory Scott who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]

Notary Public, # 2198569  
In and for the State of California



MY COMMISSION EXPIRES: 6/18/21

SEE ATTACHED NOTARIAL CERT

Inst. # 2018000926, Pages: 7 of 24

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

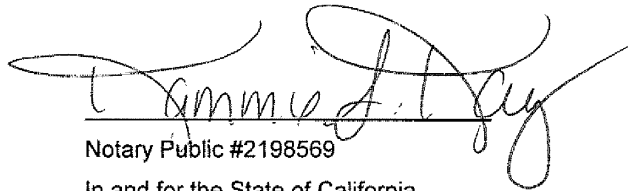
*A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.*

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

On **December 5, 2017** , before me, **Kammie L. Kay**, Notary Public – California, personally appeared **D. Gregory Scott**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

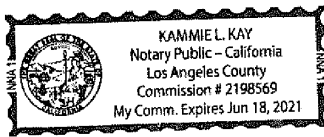
I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public #2198569  
In and for the State of California

MY COMMISSION EXPIRES:  
June 18, 2021



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

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 8th day of November, 2017, by Terrance L. Fangman Jr., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument. He is the Manager of AVG-CFM 204Q, LLC, a Delaware limited liability company, for and on behalf of said AVG-CFM 204Q, LLC, and he acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

State of Nebraska - General Notary  
JESSICA COOPER  
My Commission Expires  
January 31, 2019

*Jessica L. Cooper*  
Notary Public



UNION BANK AND TRUST COMPANY, Lender

By: *Samm Mosser*  
Samantha Mosser,  
Regional President-Omaha

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 12 day of December, 2017, by Samantha Mosser, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which she acted, executed the instrument. She is the Regional President-Omaha of Union Bank and Trust Company, a Nebraska state banking corporation, for and on behalf of said Union Bank and Trust Company, and she acknowledged, signed and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth.

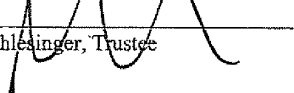


*Karen E Egberts*  
Notary Public

CONSENT OF GUARANTORS

The undersigned Guarantors hereby consent to the foregoing Modification of Deed of Trust and hereby reaffirm the Guarantors' obligations to Lender pursuant to their certain respective Guaranties of Payment ("Guaranties"), which Guaranties shall remain in full force and effect. This Consent may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same agreement. Any signature page of this Consent may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

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

By:  \_\_\_\_\_  
Arnold Schlesinger, Trustee

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, Notary Public – California, personally appeared Arnold Schlesinger who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, # \_\_\_\_\_  
In and for the State of California

MY COMMISSION EXPIRES:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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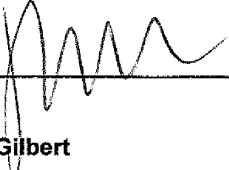
**STATE OF CALIFORNIA**                    )  
  )  
**COUNTY OF LOS ANGELES**            ) **ss.**

On December 4, 2017, before me Peter A. Gilbert, Notary Public – California, personally appeared **Arnold Schlesinger** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



x \_\_\_\_\_  


**Peter A. Gilbert**  
Notary Public #2126620  
In and for the State of California

MY COMMISSION EXPIRES:  
September 18, 2019

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

By: *Vera Guerin*  
Vera Guerin, Trustee

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

On December 8<sup>th</sup>, 2017, before me, Mark Anthony Barland, Notary Public – California, personally appeared Vera Guerin who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~/she executed the same in ~~his~~/her authorized capacity, and that by ~~his~~/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public, # \_\_\_\_\_  
In and for the State of California

MY COMMISSION EXPIRES:

SEE ATTACHED NOTORIAL CERTIFICATE

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles

On December 8<sup>th</sup>, 2017 before me, Mark Anthony Borland, Notary Public  
(insert name and title of the officer)

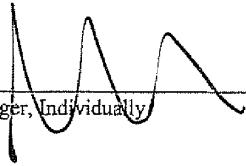
personally appeared Vera Guerin  
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/~~her~~/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature *Mark Anthony Borland* (Seal)

  
 \_\_\_\_\_  
 Arnold Schlesinger, Individually

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, Notary Public – California, personally appeared Arnold Schlesinger who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
 Notary Public, # \_\_\_\_\_  
 In and for the State of California

MY COMMISSION EXPIRES:

Inst. # 2018000926, Pages: 15 of 24

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

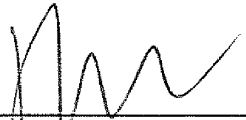
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**STATE OF CALIFORNIA**                    )  
   ) **ss.**  
**COUNTY OF LOS ANGELES**        )

On December 4, 2017, before me Peter A. Gilbert, Notary Public – California, personally appeared **Arnold Schlesinger** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

x 

**Peter A. Gilbert**

Notary Public #2126620

In and for the State of California

MY COMMISSION EXPIRES:

September 18, 2019



*D. Gregory Scott*  
D. Gregory Scott, Individually

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

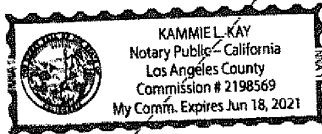
On December 5, 2017, before me, Kammie L. Kay, Notary Public - California, personally appeared D. Gregory Scott who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

*Kammie L. Kay*

Notary Public, # 2198569  
In and for the State of California



MY COMMISSION EXPIRES: 6/18/21

*SEE ATTACHED  
Notarization Cert*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

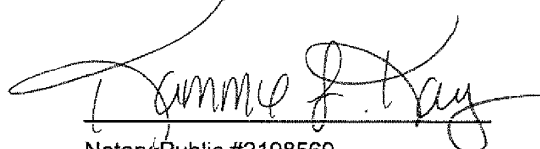
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STATE OF CALIFORNIA                    )  
  ) **ss.**  
COUNTY OF LOS ANGELES            )

On **December 5, 2017** , before me, **Kammie L. Kay**, Notary Public – California, personally appeared **D. Gregory Scott**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

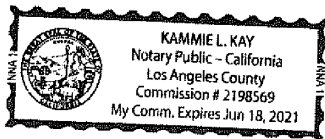
I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.



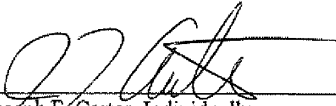
Notary Public #2198569

In and for the State of California



MY COMMISSION EXPIRES:

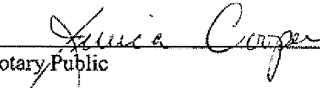
June 18, 2021

  
\_\_\_\_\_  
Joseph F. Carter, Individually

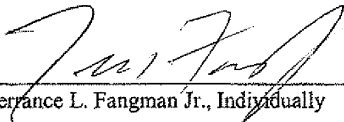
STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 8 day of November, 2017, by Joseph F. Carter, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

State of Nebraska - General Notary  
JESSICA COOPER  
My Commission Expires  
January 31, 2019

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

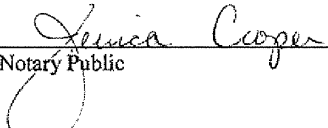
Inst. # 2018000926, Pages: 19 of 24


  
Terrance L. Fangman Jr., Individually

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2017, by Terrance L. Fangman Jr., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

State of Nebraska - General Notary  
JESSICA COOPER  
My Commission Expires  
January 31, 2019

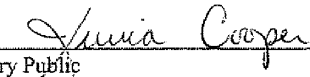
  
Notary Public

  
 \_\_\_\_\_  
 John M. Mountjoy, Individually

STATE OF NEBRASKA     )  
                                   ) ss.  
 COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 8th day of November, 2017, by John M. Mountjoy, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

State of Nebraska - General Notary  
 JESSICA COOPER  
 My Commission Expires  
 January 31, 2019

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

Inst. # 2018000926, Pages: 21 of 24

## EXHIBIT "A"

## Parcel 1:

Lots 79, 80, 81, 82, 86, 90, 96, 97, 98 and Outlot D, in Coventry, a Subdivision in Douglas County, Nebraska.

## Parcel 2:

A tract of land located in the Northwest 1/4 of Section 12; and also the Northeast 1/4 of said Section 12; and also the Southeast 1/4 of said Section 12; all located in Township 14 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Southeast 1/4 of Section 12; thence N02°43'49"W (assumed bearing) along the West line of said Southeast 1/4 of Section 12, a distance of 2641.18 feet to the Northwest corner of said Southeast 1/4 of Section 12; thence S87°28'35"W along the South line of said Northwest 1/4 of Section 12, a distance of 1322.85 feet to the Southwest corner of the East 1/2 of said Northwest 1/4 of Section 12; thence N02°43'39"W along the west line of said East 1/2 of the Northwest 1/4 of Section 12, said line also being the East line of Lot 5, Dohse's Acres, a Subdivision located in said Northwest 1/4 of Section 12, and the Southerly extension thereof, a distance of 2593.53 feet to a point on the Southerly right of way line of "Q" Street, said point also being the Northeast corner of said Lot 5, Dohse's Acres; thence Easterly along said Southerly right of way line of "Q" Street on the following described courses; thence N81°31'35"E, a distance of 138.32 feet; thence N87°45'05"E, a distance of 1185.13 feet; thence N88°00'59"E, a distance of 1064.58 feet; thence N87°44'51"E, a distance of 600.10 feet; thence S02°15'40"E, a distance of 21.53 feet; thence S85°58'44"E, a distance of 359.77 feet; thence N87°28'59"E, a distance of 552.62 feet to the point of intersection of said Southerly right of way line of "Q" Street, and the Westerly right of way line of 204th Street; thence Southerly along said Westerly right of way line of 204th Street on the following described courses; thence S02°11'10"E, a distance of 780.54 feet; thence S04°29'01"W, a distance of 69.76 feet; thence S03°08'26"E, a distance of 361.79 feet; thence S03°32'38"W, a distance of 557.12 feet; thence S00°09'57"W, a distance of 246.41 feet; thence N87°05'16"E, a distance of 63.67 feet; thence S06°22'53"E, a distance of 516.37 feet; thence S04°32'29"W, a distance of 327.06 feet; thence S00°56'28"E, a distance of 1500.54 feet; thence S05°57'26"E, a distance of 824.89 feet to a point on the South line of said Southeast 1/4 of Section 12; thence S87°37'25"W along said South line of the Southeast 1/4 of Section 12, a distance of 2542.15 feet to the point of beginning.

## EXCEPTING THEREFROM THE FOLLOWING PARCELS:

A tract of land located in part of the East 1/2 of the Northwest 1/4 of Section 12, Township 14 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said East 1/2 of the Northwest 1/4 of Section 12; thence N02°43'39"W (assumed bearing) along the West line of said East 1/2 of the Northwest 1/4 of Section 12, said line also being the East line of Lot 5, Dohse's Acres, a Subdivision located in the Northwest 1/4 of said Northwest 1/4 of Section 12, and the Southerly extension thereof, a distance of 2593.53 feet to a point on the South right of way line of "Q" Street; thence N81°31'35"E along said South right of way line of "Q" Street, a distance of 138.32 feet; thence N87°45'05"E along said South right of way line of "Q" Street, a distance of 1167.29 feet; thence S02°15'09"E, a distance of 20.80 feet; thence Southwesterly on a curve to the right with a radius of 957.50 feet, a distance of 173.30 feet, said curve having a long chord which bears S02°55'56"W.

Continued on next page:

Inst. # 2018000926, Pages: 22 of 24

a distance of 173.06 feet; thence Southwesterly on a curve to the left with a radius of 923.19 feet, a distance of 49.99 feet, said curve having a long chord which bears S06°33'58"W a distance of 49.98 feet; thence S05°00'54"W a distance of 31.79 feet; thence Southwesterly on a curve to the right with a radius of 261.79 feet, a distance of 49.85 feet, said curve having a long chord which bears S10°28'13"W, a distance of 49.77 feet; thence Southwesterly on a curve to the right with a radius of 967.50 feet, a distance of 139.13 feet, said curve having a long chord which bears S20°02'42"W, a distance of 139.01 feet; thence S24°09'53"W, a distance of 657.98 feet; thence S27°12'41"W, a distance of 49.05 feet; thence Southwesterly on a curve to the right with a radius of 80.00 feet; a distance of 13.17 feet, said curve having a long chord which bears S31°55'34"W, a distance of 13.15 feet, thence Southwesterly on a curve to the left with a radius of 132.00 feet, a distance of 57.49 feet, said curve having a long chord which bears S24°09'53"W, a distance of 57.03 feet; thence Southwesterly on a curve to the right with a radius of 80.00 feet, a distance of 13.17 feet, said curve having a long chord which bears S16°24'12"W a distance of 13.15 feet; thence S21°07'05"W, a distance of 49.05 feet; thence S24°09'53"W, a distance of 401.51 feet; thence Southerly on a curve to the left with a radius of 1096.66 feet, a distance of 493.83 feet, said curve having a long chord which bears S11°15'52"W, a distance of 489.67 feet; thence S01°38'10"E, a distance of 401.13 feet; thence Southerly on a curve to the left with a radius of 632.50 feet, a distance of 168.05 feet, said curve having a long chord which bears S09°14'51"E, a distance of 167.56 feet to a point on the South line of said East 1/2 of the Northwest 1/4 of Section 12; thence S87°28'35"W along said South line of the East 1/2 of the Northwest 1/4 of Section 12, a distance of 541.99 feet to the point of beginning.

AND EXCEPTING A tract of land located in the North 1/2 of Section 12, Township 14 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 12; thence S02°43'50"E (assumed bearing) along the West line of said Northeast 1/4 of Section 12, a distance of 226.54 feet; thence N87°16'10"E, a distance of 52.42 feet to the point of beginning; thence S36°20'23"E, a distance of 96.30 feet; thence S47°27'25"E, a distance of 369.59 feet; thence S29°10'18"E, a distance of 424.01 feet; thence S25°24'24"E, a distance of 297.13 feet; thence S32°45'59"E, a distance of 71.80 feet; thence Southeasterly on a curve to the right with a radius of 335.00 feet, a distance of 11.58 feet, said curve having a long chord which bears S79°00'15"E, a distance of 11.58 feet; thence Easterly on a curve to the left with a radius of 242.75 feet, a distance of 98.05 feet, said curve having a long chord which bears S89°35'05"E, a distance of 97.38 feet; thence N78°50'39"E, a distance of 32.70 feet; thence 35°51'05"E, a distance of 7.31 feet; thence Southeasterly on a curve to the left with a radius of 535.55 feet, a distance of 432.74 feet, said curve having a long chord which bears S30°01'20"E, a distance of 421.07 feet; thence Southerly on a curve to the right with a radius of 265.00 feet, a distance of 281.70 feet, said curve having a long chord which bears S22°43'04"E, a distance of 268.62 feet; thence S07°44'06"W, a distance of 23.80 feet; thence S50°46'50"W, a distance of 7.31 feet; thence westerly on a curve to the left with a radius of 550.00 feet, a distance of 242.02 feet, said curve having a long chord which bears 80°57'33"W, a distance of 240.08 feet; thence S68°21'10"W, a distance of 66.80 feet; thence Southwesterly on a curve to the left with a radius of 632.50 feet, a distance of 455.06 feet, said curve having a long chord which bears S47°44'30"W, a distance of 445.31 feet; thence Southwesterly on a curve to the right with a radius of 80.00 feet, a distance of 62.69 feet, said curve having a long chord which bears S49°34'52"W, a distance of 61.10 feet; thence Southwesterly on a curve to the left with a radius of 97.50 feet, a distance of 39.43 feet, said curve having a long chord which bears S60°26'47"W, a distance of 39.16 feet; thence Southwesterly on a curve to the right with a radius of 45.00 feet, a distance of 61.22 feet, said curve

Continued on next page:

Inst. # 2018000926, Pages: 23 of 24

having a long chord which bears S87°50'05"W, a distance of 56.61 feet; thence Northwesterly on a curve to the right with a radius of 175.00 feet, a distance of 101.86 feet, said curve having a long chord which bears N36°31'02"W, a distance of 100.43 feet; thence N19°50'34"W, a distance of 160.03 feet; thence S70°09'26"W, a distance of 50.00 feet; thence N19°50'34"W, a distance of 18.88 feet; thence S60°17'14"W, a distance of 181.03 feet; thence S47°54'55"W, a distance of 184.47 feet; thence S66°08'08"W, a distance of 129.89 feet; thence S84°21'22"W, a distance of 155.67 feet; thence N70°23'22"W, a distance of 151.54 feet; thence N84°24'59"W, a distance of 160.39 feet; thence N01°38'10"W, a distance of 157.83 feet; thence N01°38'10"W, a distance of 50.00 feet; thence S88°21'50"W, a distance of 29.70 feet; thence N45°52'20"W, a distance of 6.98 feet; thence Northwesterly on a curve to the right with a radius of 1031.66 feet, a distance of 434.56 feet, said curve having a long chord which bears N12°05'51"E, a distance of 431.36 feet; thence N24°09'53"E, a distance of 401.51 feet; thence N27°12'39"E, a distance of 49.05 feet; thence Northwesterly on a curve to the right with a radius of 80.00 feet, a distance of 13.17 feet, said curve having a long chord which bears N31°55'34"E, a distance of 13.15 feet; thence Northwesterly on a curve to the left with a radius of 132.00 feet, a distance of 57.49 feet, said curve having a long chord which bears N24°09'53"E, a distance of 57.03 feet; thence Northeasterly on a curve to the right with a radius of 80.00 feet, a distance of 13.17 feet, said curve having a long chord which bears N16°24'12"E, a distance of 13.15 feet; thence N21°07'07"E, a distance of 49.05 feet; thence N24°09'53"E, a distance of 657.98 feet; thence Northwesterly on a curve to the left with a radius of 1032.50 feet, a distance of 148.48 feet, said curve having a long chord which bears N20°02'42"E, a distance of 148.35 feet; thence Northwesterly on a curve to the right with a radius of 1231.33 feet, a distance of 49.99 feet, said curve having a long chord which bears N17°05'18"E, a distance of 49.48 feet; thence N18°15'05"E, a distance of 41.94 feet; thence Northwesterly on a curve to the left with a radius of 281.95 feet, a distance of 49.87 feet, said curve having a long chord which bears N13°11'04"E, a distance of 49.80 feet; thence Northwesterly on a curve to the left with a radius of 1042.50 feet, a distance of 22.68 feet, said curve having a long chord which bears N07°29'39"E, a distance of 22.68 feet to the point of beginning.

And EXCEPTING therefrom Lots 78, 79, 80, 81, 82, 86, 90, 91, 92, 93, 94, 95, 96, 97, 98 & Outlots C and D, in Coventry, a Subdivision in Douglas County, Nebraska.

ALSO EXCEPTING therefrom that portion taken in Plat and Dedication for Street Widening filed September 14, 2007, as Inst. No. 2007105562; and in Warranty Deed to Douglas County, Nebraska, filed December 5, 2007, as Inst. No. 2007134533.

ALSO EXCEPTING therefrom that portion conveyed to the State of Nebraska, Department of Roads, by Deed filed February 9, 2009, as Inst. No. 2009011086.

ALSO EXCEPTING therefrom that portion conveyed to Douglas County, Nebraska, by Warranty Deed filed May 20, 2011 at Inst. No. 2011043363.

ALSO EXCEPTING therefrom that portion conveyed to Coventry Ridge, LLC, a Delaware Limited Liability Company by Warranty Deed filed February 14, 2014 at Inst. No. 2014011200.

ALSO EXCEPTING therefrom Lot 1 and Outlot A in Coventry Replat Six, a subdivision in Douglas County, Nebraska.

Parcel 3:

Lot 1 and Outlot A in Coventry Replat Six, a subdivision in Douglas County, Nebraska.

Continued on next page:

Inst. # 2018000926, Pages: 24 of 24

Parcel 4:

Lot 2 Coventry Ridge Replat One, A Subdivision as Surveyed, Platted and Recorded in Douglas County, Nebraska.