

MISC 2010051849



JUN 14 2010 14:51 P 23

Fee amount: 119.50
FB: 01-60000
COMP: BW

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
06/14/2010 14:51:10.00



2010051849

PREPARED BY AND WHEN RECORDED,
PLEASE RETURN TO:

H. Daniel Smith
Smith, Gardner, Slusky, Lazer,
Pohren & Rogers, LLP
8712 West Dodge Road
Suite 400
Omaha, NE 68114
(402) 392-0101
(402) 392-1011
dsmith@smithgardenerslusky.com

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

This Agreement is made and entered into this 1st day of May, 2010, by and between **AVG-CFM 204Q, LLC**, a Delaware limited liability company, CFM Realty Advisors, 1823 Harney St., Suite 100, Omaha, NE 68102, Omaha, NE 68102 (the "Borrower"), and **UNION BANK & TRUST COMPANY**, a Nebraska state banking corporation, and its successors and/or assigns its Commercial Real Estate Lending Division's principal lending office, 2720 South 177th Street, Omaha, Nebraska 68130, Attn: Samantha Mosser (the "Lender").

PRELIMINARY STATEMENT

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

WHEREAS, on the 1st day of November, 2009, the parties made and entered into that certain First Amendment to Loan Agreement, Promissory Note and Deed of Trust,

Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement and recorded February 17, 2010, at Record 2010014467 in the office of the Register of Deeds of Douglas County, Nebraska pursuant to which the Lender agreed to the Requested Actions as set forth therein.

WHEREAS, the Lender has agreed to consent to the following requested actions (the “**Requested Actions**”): extension of the Maturity Date and establishment of lot sales release prices.

NOW THEREFORE, the parties agree:

ARTICLE 1

ACKNOWLEDGMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

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

1.4 **Title to Project and Legal Proceedings; Pledges of Equity in Borrower.** Borrower is the current owner of fee title in the Project. There are no pending or threatened suits, judgments, arbitration proceedings, administrative claims,

executions or other legal or equitable actions or proceedings against Borrower or the Project, or any pending or threatened condemnation proceedings or annexation proceedings affecting the Project, or any agreements to convey any portion of the Project, or any rights thereto to any person, entity, or government body or agency not disclosed in this Agreement. The Project is not encumbered by any mortgage lien other than the lien created by the Loan Documents. The membership interests in Borrower are not encumbered by any mortgage, pledge, security interest or hypothecation.

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

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

1.7 **No Default.** To Borrower's knowledge, no event, fact or circumstance has occurred or failed to occur which constitutes, or with the lapse or passage of time, giving of notice or both, could constitute a default or Event of Default under the Loan Documents.

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

ARTICLE 2

ADDITIONAL PROVISIONS

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

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

To extend the “Maturity Date” to July 1, 2010.

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

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

- 1) In the "Definitions" section the definition of "Maturity Date" is amended to July 1, 2010.
- 2) A new Section is added: Borrower shall be permitted to sell parcels of land within the Land, subject to complete compliance to Lender's satisfaction of the following conditions: (i) the Borrower shall have given the Lender not less than 60 days written notice prior to the proposed closing date of the proposed sale; (ii) Borrower shall have delivered, at Borrower's sole cost and expense, all extension and other agreements, instruments, plats or replats, cross-easements for parking, ingress and egress and the like with neighboring parcels, amendments, surveys, appraisals, title insurance endorsements, and modifications required by Lender to secure the performance of the obligations of Borrower on remaining parcels; (iii) Lender shall be satisfied in its sole judgment that the sale of the parcel will not materially impair the value or marketability of the remaining parcels; (iv) Borrower shall have paid all costs and fees incurred by Lender in connection with such sale; (v) Borrower shall have paid to Lender a sum equal to 90.00% of the net sales proceeds from the sale of the respective parcel or the "Minimum Release Price" as set forth in Exhibit B attached hereto, whichever is the greater, of such parcel at or before the time of closing on the sale of each parcel; (vi) no material adverse change shall have occurred in the financial condition of the Borrower or any Guarantors; (vii) each of the conditions listed in Sections II and III of the Loan Agreement shall have been fully satisfied and remain true with respect to the remaining parcels and the Improvements thereon; (viii) no Event of Default, or event which, with notice or the passage of time, or both, would constitute an Event of Default, shall be then existing. Upon satisfaction of all such conditions, Lender will release its interest the sold parcel or parcels.

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

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

All references to "Maturity Date" or the date the obligations are matured however described or termed are amended to July 1, 2010.

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

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

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

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

ARTICLE 3

MISCELLANEOUS PROVISIONS

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

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

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

3.4 **No Waivers.** Except as otherwise expressly set forth in this Agreement, nothing contained in this Agreement shall constitute a waiver of any rights or remedies of Lender under the Loan Documents or at law. No delay or failure on the part of any party hereto in the exercise of any right or remedy under this Agreement shall operate as a waiver, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action or forbearance by any party hereto contrary to the provisions of this Agreement shall be

construed to constitute a waiver of any of the express provisions. Any party hereto may in writing expressly waive any of such party's rights under this Agreement without invalidating this Agreement.

3.5 **Successors or Assigns.** Whenever any party is named or referred to in this Agreement, the heirs, executors, legal representatives, successors, successors-in-title and assigns of such party shall be included. All covenants and agreements in this Agreement shall bind and inure to the benefit of the heirs, executors, legal representatives, successors, successors-in-title and assigns of the parties, whether so expressed or not.

3.6 **Construction of Agreement.** Each party hereto acknowledges that it has participated in the negotiation of this Agreement and no provision shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision. Borrower at all times has had access to an attorney in the negotiation of the terms of and in the preparation and execution of this Agreement and has had the opportunity to review and analyze this Agreement for a sufficient period of time prior to execution and delivery. No representations or warranties have been made by or on behalf of Lender, or relied upon by Borrower pertaining to the subject matter of this Agreement, other than those set forth in this Agreement. All prior statements, representations and warranties relating to this Agreement and its subject matter, if any, are totally superseded and merged into this Agreement, subject to the reaffirmations set forth herein, and this Agreement represents the final and sole agreement of the parties with respect to the subject matter. All of the terms of this Agreement were negotiated at arm's length, and this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any of the parties upon the others. The execution and delivery of this Agreement is the free and voluntary act of Borrower.

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

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

3.9 **Notices.** Except as otherwise specifically provided to the contrary, any and all notices, elections, approvals, consents, demands, requests and responses (“**Notices**”) permitted or required to be given under this Agreement and the Loan Documents shall not be effective unless in writing, signed by or on behalf of the party giving the same, and sent by certified or registered mail, postage prepaid, return receipt requested, or by hand delivery or overnight courier service (such as Federal Express), to the party to be notified at the address of such party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance with this Section. Any Notices shall be effective upon the date sent in the manner indicated in this Section. Notices shall be deemed effective and received notwithstanding that attempted delivery is refused or rejected, the date of rejection shall be deemed the date of receipt. Notices must be addressed as follows, subject to change as provided above:

If to Borrower:	AVG-CFM 204Q, LLC CFM Realty Advisors 1823 Harney St., Suite 100, Omaha, NE 68102 Omaha, NE 68102 Attn: Terrance L. Fangman, Jr.
If to Lender:	Union Bank & Trust Company 2720 South 177th Street Omaha, NE 68130 Attn: Samantha Mosser
with copy to:	Smith, Gardner, Slusky, Lazer, Pohren & Rogers, LLP 8712 West Dodge Road Suite 400 Omaha, NE 68114 Attn: H. Daniel Smith

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

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

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

of the organizational documents that would be in violation of the terms and conditions of any of the Loan Documents.

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

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

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

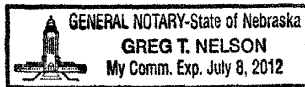
LENDER:

UNION BANK & TRUST COMPANY, a Nebraska state banking corporation:

By *Samantha Mosser*
Samantha Mosser, Vice President

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28th day of May, 2010, 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 Vice President of Union Bank & Trust Company, a Nebraska state banking corporation, for and on behalf of said Union Bank & Trust Company, and she acknowledged, signed and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth.



Greg T. Nelson
Notary Public

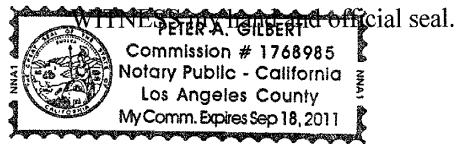
AVG-CFM 204Q, LLC, a Delaware limited liability company:

By: [Signature]
Arnold Schlesinger, Manager of AVG-CFM 204Q, LLC

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

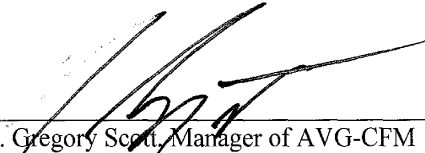
On MM 26, 2010, before me, Peter A. Gilbert, Notary Public, personally appeared Arnold Schlesinger, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or 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.



Place Notary Seal Above

[Signature]
Signature
Notary Public

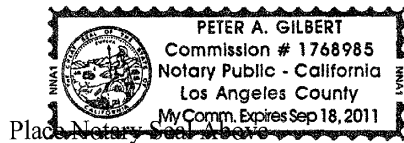
By: 
D. Gregory Scott, Manager of AVG-CFM
204Q, LLC

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

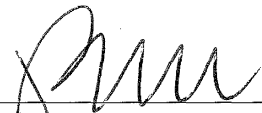
On May 26, 2010, before me, Peter A Gilbert, Notary Public, personally appeared D. Gregory Scott, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

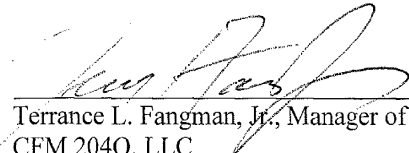
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

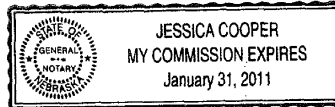

Signature
Notary Public

By: 
Terrance L. Fangman, Jr., Manager of AVG-CFM 204Q, LLC

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26 day of May, 2010, 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, 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.


Notary Public

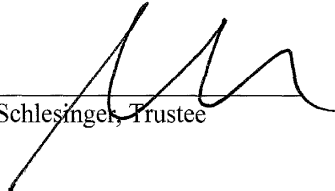


Signature page to
Second Amendment to Loan Documents
AVG-CFM 204Q, LLC
S - 4

CONSENT OF GUARANTOR

The undersigned Guarantor of the Loan described herein do hereby represent and warrant that all of the facts set forth in the Preliminary Statement of this Agreement are true and correct, and request of the Lender that it agree to the Requested Action, and further consent to the above and foregoing Agreement.

ARNOLD SCHLESINGER, TRUSTEE of the
THE SCHLESINGER LIVING TRUST
DATED THE 24TH DAY OF DECEMBER,
1994

By 
Arnold Schlesinger, Trustee

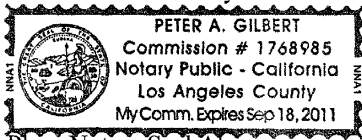
STATE OF CALIFORNIA)
)
)
COUNTY OF LOS ANGELES)

ss.

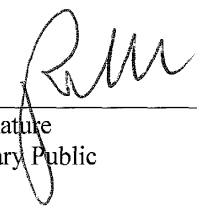
On May 26, 2010, before me, Peter A. Corbett,
Notary Public, personally appeared The Schlesinger Living Trust dated the 24th day of
December, 1994, who proved to me on the basis of satisfactory evidence to be the person
whose name is subscribed to the within instrument and acknowledged to me that he
executed the same in his authorized capacity, and that by his signature on the instrument
the person, or 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.



Place Notary Seal Above



Signature
Notary Public

VERA GUERIN, TRUSTEE of the VERA
GUERIN SEPARATE PROPERTY TRUST
1992

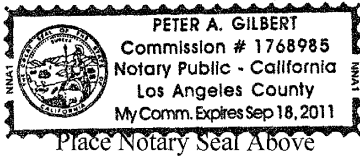
By *Vera Guerin*
Vera Guerin, Trustee

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

On MAY 26, 2010, before me, *Peter A. Gilbert*,
Notary Public, personally appeared Vera Guerin Separate Property Trust 1992, who
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that she executed the same
in her authorized capacity, and that by her signature on the instrument the person, or
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.



Peter A. Gilbert
Signature
Notary Public

Signature page to
Second Amendment to Loan Documents
AVG-CFM 204Q, LLC
S - 6



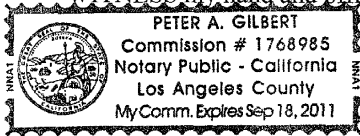
Arnold Schlesinger, Individually

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

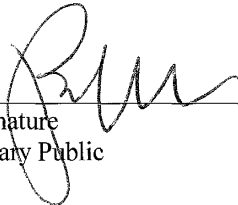
On May 26, 2010, before me, Peter A Gilbert,
Notary Public, personally appeared Arnold Schlesinger, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by
his signature on the instrument the person, or 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.

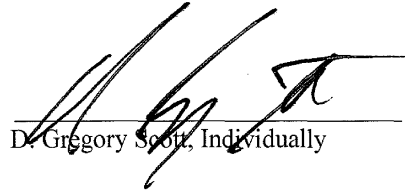
WITNESS my hand and official seal.



Place Notary Seal Above



Signature
Notary Public

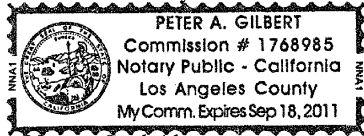

D. Gregory Scott, Individually

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

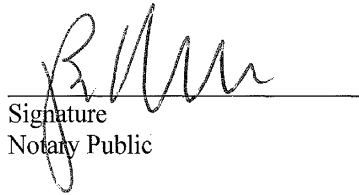
On May 26, 2010, before me, Peter A Gilbert,
Notary Public, personally appeared D. Gregory Scott, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by
his signature on the instrument the person, or 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.



Place Notary Seal Above



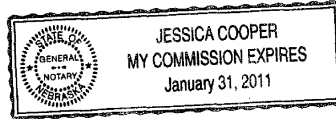
Signature
Notary Public

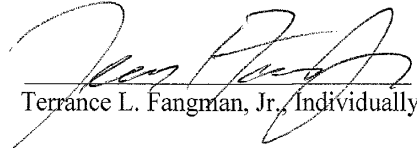
Joseph F. Carter
Joseph F. Carter, Individually

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me, a Notary Public, this 26 day of May, 2010, by Joseph F. Carter, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

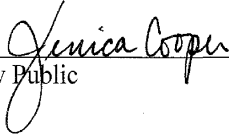
Jessica Cooper
Notary Public



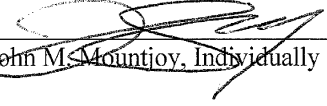

Terrance L. Fangman, Jr., Individually

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 26 day of May, 2010, by Terrance L. Fangman, Jr., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.


Notary Public

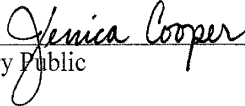




John M. Mountjoy, Individually

STATE OF NEBRASKA)
)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this 26 day of May, 2010, by John M. Mountjoy, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.



Notary Public

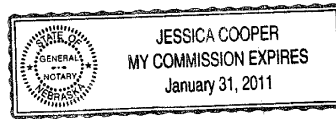


EXHIBIT "A"

NENE
NWNE
SENE
SWNE
NESE
NWSE
SESE
SWSE
SENW
NENW

0c-08150
Lots 79, 80, 81, 82, 86, 90, Coventry, a Subdivision in Douglas County, Nebraska.

Together with:
0c-08150

Lots 92 and 96, Coventry, a Subdivision in Douglas County, Nebraska.

Together with:
01-60000

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, 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 ½ of the Northwest ¼ of Section 12; thence S87°28'35"W along said South line of the East ½ of the Northwest ¼ of Section 12, a distance of 541.99 feet to the point of beginning.

AND A tract of land located in the North ½ 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 ¼ of said Section 12; thence S02°43'50"E (assumed bearing) along the West line of said Northeast ¼ 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 N35°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 S80°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 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.

Also excepting therefrom Lots 78, 79, 80, 81, 82, 86, 87, and 90, Coventry, a Subdivision in Douglas County, Nebraska.

Also excepting therefrom Lots 92 and 96, 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.

EXHIBIT B
Minimum Lot Release Prices

AVG CFM 204Q

Lot No.	Site Size	Appraised \$/SF	Appraised Value	Minimum Release Price (80% of Value)
92	453,765	\$ 3.00	\$ 1,361,295	\$ 1,089,036
93	726,494	\$ 3.00	\$ 2,179,482	\$ 1,743,586
94	836,613	\$ 3.00	\$ 2,509,839	\$ 2,007,871
95	65,253	\$ 3.00	\$ 195,759	\$ 156,607
North Parcel	1,741,442	\$ 5.50	\$ 9,577,931	\$ 7,662,345
South Parcel	2,696,887	\$ 4.15	\$ 11,192,081	\$ 8,953,665
80	60,026	\$ 7.50	\$ 450,195	\$ 360,156
81	67,977	\$ 7.50	\$ 509,828	\$ 407,862
82	64,599	\$ 7.50	\$ 484,493	\$ 387,594
86	75,402	\$ 8.25	\$ 622,067	\$ 497,653
79	51,183	\$ 12.00	\$ 614,196	\$ 491,357
96	118,483	\$ 12.00	\$ 1,421,796	\$ 1,137,437
97	120,618	\$ 15.50	\$ 1,869,579	\$ 1,495,663
98	80,891	\$ 15.50	\$ 1,253,811	\$ 1,003,048
	7,159,633		\$ 34,242,350	\$ 27,393,880

Exhibit page to
Second Amendment to Loan Documents
AVG-CFM 204Q, LLC
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