

Return to:  
Michael F. Kivett  
Valentine O'Toole, LLP  
PO Box 540125  
Omaha NE 68154-0125

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

This Agreement is made and entered into effective this 1st day of July, 2017, by and between **AVG-CFM 204Q, LLC**, a Delaware limited liability company, Attn: CFM Realty Advisors, 1823 Harney Street, Suite 301, Omaha NE 68102 (the "Borrower"), and **UNION BANK AND TRUST COMPANY**, a Nebraska state banking corporation, and its successors and/or assigns, c/o Commercial Real Estate Lending Division's principal lending office, 2720 South 177<sup>th</sup> Street, Omaha NE 68130, Attn: Samantha Mosser (the "Lender").

**PRELIMINARY STATEMENT**

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

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

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

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

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

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

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

WHEREAS, on the 26<sup>th</sup> day of June, 2013, the parties made and entered into that certain Seventh Amendment to Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement and recorded September 25, 2013, at Instrument No. 2013098182 in the office of the Register of

Deeds of Douglas County, Nebraska pursuant to which the Lender agreed to the Requested Actions as set forth therein; and

WHEREAS, on the 27<sup>th</sup> day of September, 2013, the parties made and entered into that certain Eighth Amendment to Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement and recorded October 4, 2013, at Instrument No. 2013101447 in the office of the Register of Deeds of Douglas County, Nebraska pursuant to which the Lender agreed to the Requested Actions as set forth therein; and

WHEREAS, on the 1<sup>st</sup> day of January, 2014, the parties made and entered into that certain Ninth Amendment to Land Acquisition Loan Agreement, Promissory Note and Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement and recorded February 14, 2014 at Instrument No. 2014011801 in the office of the Register of Deeds of Douglas County, Nebraska pursuant to which the Lender agreed to the Requested Actions as set forth therein; and

WHEREAS, the Lender has agreed to consent to the following requested actions (the “**Requested Actions**”): allow the Borrower to pay special assessments in the approximate amount of Eight Hundred Twenty One Thousand Seven Hundred Fifty Nine and no/100 Dollars (\$821,759.00) in lieu of the required principal payment due on July 1, 2017 in the amount of Four Hundred Ninety Seven Thousand Five Hundred Forty Six and no/100 Dollars (\$497,546.00); reduce the release price from approximately One Million Four Hundred Twenty Seven Thousand and no/100 Dollars (\$1,427,000.00) to Five Hundred Thousand and no/100 Dollars (\$500,000.00) for the approximately 22 acres to be sold by Borrower to be developed for a movie theater and related improvements; and other matters.

NOW, THEREFORE, the parties agree:

## ARTICLE 1

### ACKNOWLEDGMENTS, WARRANTIES AND REPRESENTATIONS

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

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

1.2 **Authority of Borrower.** Borrower is a duly organized and validly existing limited liability company in good standing under the laws of the State of Delaware, and authorized to do business in Nebraska. The execution and delivery of, and performance under, this Agreement by Borrower has been duly and properly authorized pursuant to all requisite

company action and will not (i) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Borrower or the Articles of Organization or Operating Agreement or any other organizational document of Borrower or (ii) result in a breach of or constitute or cause a default under any indenture, agreement, lease or instrument to which Borrower is a party or by which the Mortgaged Property may be bound or affected.

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

1.4 **Title to Project and Legal Proceedings; Pledges of Equity in Borrower.** Borrower is the current owner of fee title in the Project. There are no pending or threatened suits, judgment, arbitration proceedings, administrative claims, executions or other legal or equitable actions or proceedings against Borrower or the Project, or any pending or threatened condemnation proceedings or annexation proceedings affecting the Project, or any agreements to convey any portion of the Project, or any rights thereto to any person, entity or government body or agency not disclosed in this Agreement. The Project is not encumbered by any mortgage lien other than the lien created by the Loan Documents. The membership interests in Borrower are not encumbered by any mortgage, pledge, security interest or hypothecation.

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

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

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

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

## ARTICLE 2

### ADDITIONAL PROVISIONS

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

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

- (i) Borrower shall pay special assessments due on the Mortgaged Property in the approximate amount of Eight Hundred Twenty One Thousand Seven Hundred Fifty Nine and no/100 Dollars (\$821,759.00) and provide proof of such payment to Lender within twenty (20) Business Days from the date of this Agreement, in lieu of the required semi-annual principal payment due on July 1, 2017 in the amount of Four Hundred Ninety Seven Thousand Five Hundred Forty Six and no/100 Dollars (\$497,546.00).

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

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

- (i) Subsection 2.1(b)(2)(v) (also referred to as Subsection 2.1(b)(ii)(v) in the Ninth Amendment) is hereby amended in its entirety as follows:

“(v) Borrower shall have paid to Lender a sum equal to 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, provided, however, the “Minimum Release Price” for approximately 22 acres that is currently a portion of parcel 0105300035 (to be confirmed by a

replat of said parcel) to be sold by Borrower and developed as a movie theater and related improvements shall be reduced from approximately One Million Four Hundred Twenty Seven Thousand and no/100 Dollars (\$1,427,000.00) to Five Hundred Thousand and no/100 Dollars (\$500,000.00);”

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

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

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

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

### ARTICLE 3

#### MISCELLANEOUS PROVISIONS

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

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

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

be in addition to each and every other right, power and remedy given under this Agreement, the Loan Documents or now or subsequently existing at law.

3.4 **No Waivers.** Except as otherwise expressly set forth in this Agreement, nothing contained in this Agreement shall constitute a waiver of any rights or remedies of Lender under the Loan Documents or at law. No delay or failure on the part of any party 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. THIS WRITTEN AGREEMENT TOGETHER WITH THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS OF THE PARTIES.

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

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

3.9 **Notices.** Any notice, demand, consent, approval, request, or other communication or document required or permitted to be given by a party hereto to another party shall be deemed to have been given when (i) delivered personally (with written confirmation of receipt); (ii) sent by telefacsimile to a fax number as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested; (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested); or (iv) received by the addressee, if sent by certified mail, return receipt requested, to the address set forth below:

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

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

With copy to:                          Walentine O'Toole, LLP  
11240 Davenport Street  
Omaha NE 68154-0125  
Attn: Michael F. Kivett

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

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



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

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

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

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

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

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

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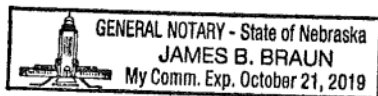
LENDER:

UNION BANK & TRUST COMPANY,  
a Nebraska state banking corporation

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

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of <sup>August</sup>~~July~~, 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.



*James B. Braun*  
Notary Public

BORROWER:

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

By: [Signature]  
Arnold Schlesinger, Manager

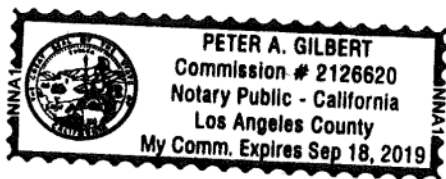
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

On 8/15/17, 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 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, # 9118/19  
In and for the State of California

MY COMMISSION EXPIRES:

By:   
D. Gregory Scott, Manager  
AVG-CFM 204Q, LLC  
a Delaware limited liability company

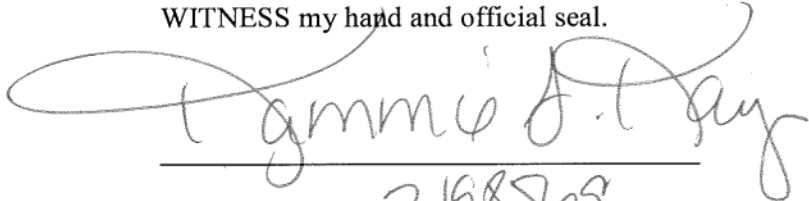
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

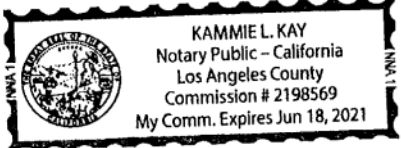
On August 15, 2017, before me, Kammie L. Kay, Notary Public – California, personally appeared D. Gregory Scott who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, 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.

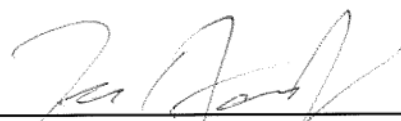
WITNESS my hand and official seal.



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



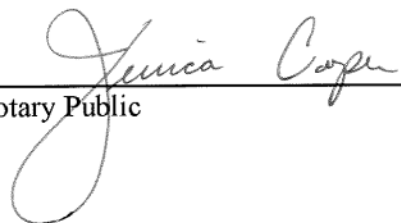
MY COMMISSION EXPIRES: 6/18/21

By:   
Terrance L. Fangman Jr., Manager

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 3rd day of <sup>August</sup> ~~July~~, 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.

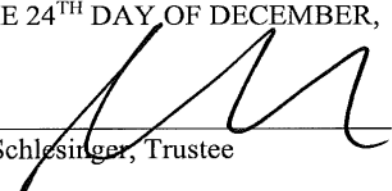
State of Nebraska - General Notary  
JESSICA COOPER  
My Commission Expires  
January 31, 2019

  
Notary Public

CONSENT OF GUARANTORS

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

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

By:   
Arnold Schlesinger, Trustee

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

8/15/17  
RJ

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

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

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public, # \_\_\_\_\_  
In and for the State of California  
MY COMMISSION EXPIRES:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

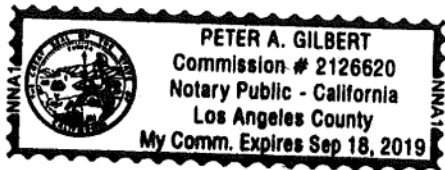
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

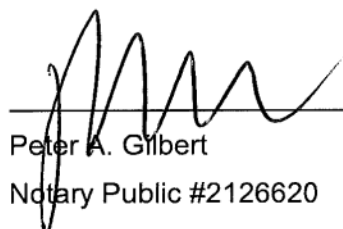
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On August 15, 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.



  
\_\_\_\_\_  
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

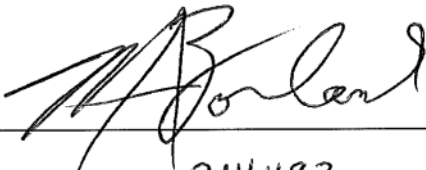
By:   
Vera Guerin, Trustee

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

On August 25<sup>th</sup>, 2017, before me, Mark Anthony Borland Notary Public -  
California, personally appeared Vera Guerin, Trustee of the Vera Guerin Separate Property  
Trust 1992 who proved to me on the basis of satisfactory evidence to be the person whose name  
is subscribed to the within instrument and acknowledged to me that ~~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.

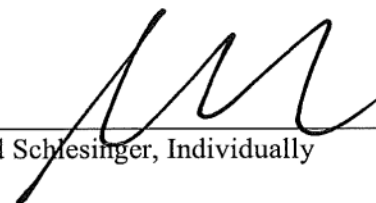
I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
  
  
Notary Public, # 2111483  
In and for the State of California



MY COMMISSION EXPIRES: Jun 9, 2019



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

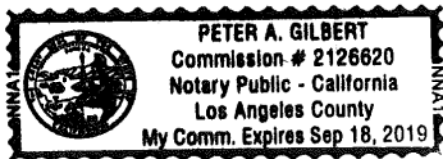
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

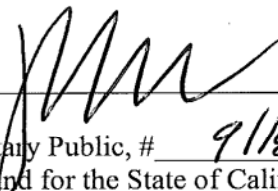
STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF LOS ANGELES    )

On 8/15/17, 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 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, # 9118/19  
In and for the State of California

MY COMMISSION EXPIRES:

*[Signature]*  
D. Gregory Scott, Individually

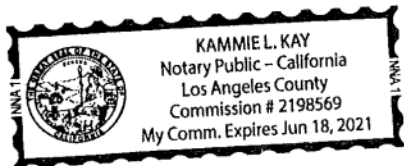
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

On August 15, 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

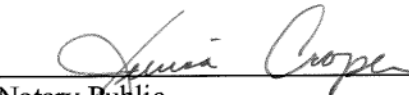
MY COMMISSION EXPIRES: 6/18/21

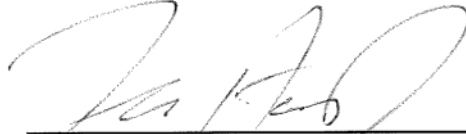
  
\_\_\_\_\_  
Joseph F. Carter, Individually

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of <sup>August</sup>~~July~~, 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

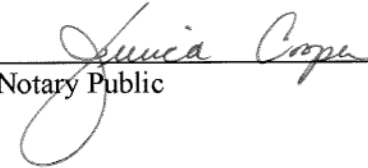
  
\_\_\_\_\_  
Notary Public


  
\_\_\_\_\_  
Terrance L. Fangman Jr., Individually

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

The foregoing instrument was acknowledged before me this 3rd day of July, 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 3rd day of <sup>August</sup> ~~July~~, 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

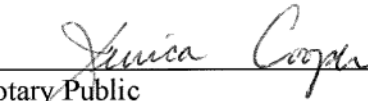
  
\_\_\_\_\_  
Notary Public

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  $N02^{\circ}43'49''W$  (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  $S87^{\circ}28'35''W$  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  $N02^{\circ}43'39''W$  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  $N81^{\circ}31'35''E$ , a distance of 138.32 feet; thence  $N87^{\circ}45'05''E$ , a distance of 1185.13 feet; thence  $N88^{\circ}00'59''E$ , a distance of 1064.58 feet; thence  $N87^{\circ}44'51''E$ , a distance of 600.10 feet; thence  $S02^{\circ}15'40''E$ , a distance of 21.53 feet; thence  $S85^{\circ}58'44''E$ , a distance of 359.77 feet; thence  $N87^{\circ}28'59''E$ , 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  $S02^{\circ}11'10''E$ , a distance of 780.54 feet; thence  $S04^{\circ}29'01''W$ , a distance of 69.76 feet; thence  $S03^{\circ}08'26''E$ , a distance of 361.79 feet; thence  $S03^{\circ}32'38''W$ , a distance of 557.12 feet; thence  $S00^{\circ}09'57''W$ , a distance of 246.41 feet; thence  $N87^{\circ}05'16''E$ , a distance of 63.67 feet; thence  $S06^{\circ}22'53''E$ , a distance of 516.37 feet; thence  $S04^{\circ}32'29''W$ , a distance of 327.06 feet; thence  $S00^{\circ}56'28''E$ , a distance of 1500.54 feet; thence  $S05^{\circ}57'26''E$ , a distance of 824.89 feet to a point on the South line of said Southeast 1/4 of Section 12; thence  $S87^{\circ}37'25''W$  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  $N02^{\circ}43'39''W$  (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  $N81^{\circ}31'35''E$  along said South right of way line of "Q" Street, a distance of 138.32 feet; thence  $N87^{\circ}45'05''E$  along said South right of way line of "Q" Street, a distance of 1167.29 feet; thence  $S02^{\circ}15'09''E$ , 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  $S02^{\circ}55'56''W$ ,

Continued on next page:

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:

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.



## Exhibit B

## Minimum Release Prices

AVG CFM 204Q

Lot No.	Parcel	Bulk Value	Minimum Release Price (80% of Value)
80	09-0001-3158	\$ 191,330.00	\$ 162,631
81	09-0001-3160	\$ 216,677.00	\$ 184,175
82	09-0001-3162	\$ 205,909.00	\$ 175,023
86	09-0001-3170	\$ 240,344.00	\$ 204,292
96	09-0001-3204	\$ 453,198.00	\$ 385,218
	01-0530-0010	\$ 459,583.00	\$ 390,646
	01-0530-0011	\$ 1,766,195.00	\$ 1,501,266
	01-0530-0012	\$ 900,730.00	\$ 765,621
	01-0530-0014	\$ 1,003,236.00	\$ 852,751
	01-0530-0030	\$ 1,522,694.00	\$ 1,294,290
	01-0530-0032	\$ 3,150,467.00	\$ 2,677,897
	01-0539-0011	\$ 471,799.00	\$ 401,029
79	09-0001-3156	\$ 163,146.00	\$ 138,674
98	09-0001-3208	\$ 309,404.00	\$ 262,993
97	09-0001-3206	\$ 461,360.00	\$ 392,156
90	09-0001-3180	\$ 506,931.00	\$ 430,891
90	09-0001-3184	\$ 312,407.00	\$ 265,546
90	09-0001-3182	\$ 528,717.00	\$ 449,409
		\$ 12,864,127.00	