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**DECLARATION OF EASEMENTS,**

**RESERVATIONS, COVENANTS AND RESTRICTIONS**

**FOR 120, 200 AND 220 SOUTH 31<sup>ST</sup> AVENUE,**

**OMAHA, NEBRASKA**

THIS INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:

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**DECLARATION OF EASEMENTS,  
RESERVATIONS, COVENANTS AND RESTRICTIONS**

THIS DECLARATION (this "Declaration"), is made and entered into as of DECEMBER 10, 2009, by EAST CAMPUS REALTY, LLC, a Nebraska limited liability company ("Declarant").

**WITNESSETH:**

WHEREAS, the Declarant owns the real property legally described on **Exhibit A** attached hereto and made a part hereof (the "Retail Parcel"), and the real property legally described on **Exhibit B** attached hereto and made a part hereof (the "Condominium 200 Parcel"), the real property legally described on **Exhibit C** attached hereto and made a part hereof (the "120 Parcel"), the real property legally described on **Exhibit D** attached hereto and made a part hereof (the "220 Parcel"), and the Retail Parcel, the Condominium 200 Parcel, the 120 Parcel and the 220 Parcel together comprise the real property legally described on **Exhibit E** attached hereto and made a part hereof (the "Total Tract") located at 120, 200 and 220 South 31<sup>st</sup> Avenue, Omaha, Nebraska (each of the Retail Parcel, the Condominium 200 Parcel, the 120 Parcel and the 220 Parcel are sometimes referred to herein as a "Parcel", and all of them together are sometimes referred to herein as the "Parcels"); and

WHEREAS, the Declarant desires and intends by this Declaration to establish, for the benefit of the Retail Parcel and all future owners or occupants of the Retail Parcel, and each part thereof (Declarant on behalf of the Retail Parcel, together with all future owners or occupants of the Retail Parcel, collectively known as the "Retail Owner"), certain easements and rights in, over and upon the Condominium 200 Parcel, the 120 Parcel and the 220 Parcel and certain mutually beneficial restrictions and obligations with respect to the use and maintenance of the Retail Parcel; and

WHEREAS, the Declarant desires and intends by this Declaration to establish, for the benefit of the Condominium 200 Parcel and all future owners or occupants of the Condominium 200 Parcel, and each part thereof (the Declarant on behalf of the Condominium 200 Parcel, together with all future owners or occupants of the Condominium 200 Parcel, collectively known as the "Condominium 200 Owner"), certain easements and rights in, over and upon the Retail Parcel, the 120 Parcel and the 220 Parcel, and certain mutually beneficial restrictions and obligations with respect to the use and maintenance of the Condominium 200 Parcel; and

WHEREAS, the Declarant desires and intends by this Declaration to establish, for the benefit of the 120 Parcel and all future owners or occupants of the 120 Parcel, and each part thereof (the Declarant on behalf of the 120 Parcel, together with all future owners or occupants of the 120 Parcel, collectively known as the "120 Owner"), certain easements and rights in, over and upon the Retail Parcel, the Condominium 200 Parcel and the 220 Parcel, and certain mutually beneficial restrictions and obligations with respect to the use and maintenance of the 120 Parcel; and

WHEREAS, the Declarant desires and intends by this Declaration to establish, for the benefit of the 220 Parcel and all future owners or occupants of the 220 Parcel, and each part thereof (the Declarant on behalf of the 220 Parcel, together with all future owners or occupants of the 220 Parcel, collectively known as the "220 Owner"), certain easements and rights in, over and upon the Retail Parcel, the Condominium 200 Parcel and the 120 Parcel, and certain mutually beneficial restrictions and obligations with respect to the use and maintenance of the 220 Parcel; and

WHEREAS, each of the Retail Owner, the Condominium 200 Owner, the 120 Owner and the 220 Owner may hereinafter be individually referred to as an "Owner" or collectively referred to as the "Owners"; and

WHEREAS, a building and other improvements are to be constructed on the Total Tract for residential, parking and retail uses (said development being sometimes hereinafter referred to as the "Project"); and

WHEREAS, each of the parties hereto intends to construct or install within its Parcel, at or after completion of the Project, certain additional improvements, fixtures or equipment: and

WHEREAS, to provide for the proper, efficient and useful existence, use and operation of each of the Parcels, the parties desire to create, establish and maintain certain easements, reservations, covenants and restrictions relating to the Parcels and certain improvements, fixtures and equipment that will be or may be constructed or installed therein, or thereon, all as provided for herein.

NOW, THEREFORE, the Declarant, as the legal title holder of the parcel, and for the purposes above set forth, DECLARES AS FOLLOWS:

## **ARTICLE 1 IMPROVEMENTS**

1.1 Project Development. The building to be developed as part of the Project (the "Building" shall encompass the Retail Parcel, the Condominium 200 Parcel, the 120 Parcel and the 220 Parcel and is shown and identified on the drawings (the "Drawings") prepared by Holland Basham Architects (said architect or any other such architect mutually selected by the parties hereto as hereinafter referred to as the "Architect"). In general, the Drawings provide for (a) with respect to the Retail Parcel, retail spaces (hereinafter referred to as "Retail Parcel A", "Retail Parcel B" and "Retail Parcel C") on the first floor of 120 Parcel consisting of approximately 19,552 square feet as to Retail Parcel A and on the first floor of 220 Parcel consisting of approximately 19,395 square feet as to Retail Parcel B on the first, second and third floor of the Condominium 200 Parcel and consisting of approximately 42,772 square feet as Retail Space C; (b) with respect to the Condominium 200 Parcel, condominium space of approximately 166,126 square feet, consisting of the following: (i) residential space consisting of approximately 101 dwelling units; (ii) entrance lobby, elevator lobby, elevators, mechanical rooms and mail room: and (iii) portion of the parking garage with approximately 120 individual parking spaces; (c) with respect to the 120 Parcel, condominium space of approximately 143,418 square feet, consisting of the following: (i) residential space consisting of approximately 98

dwelling units; (ii) entrance lobby, elevator lobby, elevators, mechanical rooms and mail room: and (iii) portion of the parking garage with approximately 118 individual parking spaces; (d) with respect to the 220 Parcel, condominium space of approximately 143,450 square feet, consisting of the following: (i) residential space consisting of approximately 98 dwelling units; (ii) entrance lobby, elevator lobby, elevators, mechanical rooms and mail room: and (iii) portion of the parking garage with approximately 123 individual parking spaces; and (e) with respect to the Retail Parcel, exterior space adjacent to the Building (all of the foregoing, together with the Building and all equipment and utility lines located in or otherwise serving the Building are herein collectively called the "Improvements"). The Drawings, including the plans and specifications described therein, are herein collectively called the "Plans".

## 1.2 Exterior Changes to the Building

(A) Except as otherwise expressly set forth in this Section 1.2, Section 6.2 or otherwise in this Declaration, after completion of the initial construction of the Improvements, the exterior walls and surfaces of the Building, including, but not limited to, its design, appearance, or material components, shall not be changed or modified whatsoever by Condominium 200 Owner, Parcel 120 Owner or Parcel 220 Owner without the written consent of Retail Owner.

(B) The Retail Owner may change the exterior walls and surfaces of the Building in the Retail Parcel in its discretion.

(C) No Owner shall have the right to increase the height of its portion of the Building, or to expand the floor area of its Building outside of the original Building envelope, without the prior written consent of the other Owners. In furtherance of the foregoing, Condominium 200 Owner acknowledges and agrees that except for any Condominium 200 Owner's Equipment or Shared Equipment shown on the Plans to be installed in the initial construction of the Building on the roof areas constituting Common Improvements (the "Common Roofs", as further defined in Exhibit L attached hereto and made a part hereof), including without limitation the Upper Roof (as defined in Section 2.4), and any replacements of such equipment, no equipment of any kind, including, without limitation, communications antennae, satellite dishes or like equipment, shall be installed on the Upper Roof by or for the benefit of Condominium 200 Owner without the prior written consent of Retail Owner. Retail Owner agrees not to unreasonably withhold its consent to the installation of Condominium 200 Owner's Equipment on the Upper Roof, provided that: (i) such equipment services the Condominium 200 Parcel; (ii) such equipment does not generate income for the benefit of the Condominium 200 Owner pursuant to an agreement between Condominium 200 Owner and a third party (e.g., communication antennae and satellite dishes); (iii) the proposed location of such equipment on the Upper Roof is reasonably agreeable to Retail Owner; and (iv) such equipment will not unreasonably interfere with the current or reasonably contemplated operations of the Additional Equipment and Ancillary Equipment (as those terms are defined in Section 2.4). Additionally, 120 Owner acknowledges and agrees that except for any 120 Owner's Equipment or Shared Equipment shown on the Plans to be installed in the initial construction of the Building on the roof areas constituting Common Improvements (the "Common Roofs", as further defined in Exhibit L attached hereto and made a part hereof), including without limitation the Upper Roof (as defined in Section 2.4), and any replacements of such equipment, no equipment of any

kind, including, without limitation, communications antennae, satellite dishes or like equipment, shall be installed on the Upper Roof by or for the benefit of 120 Owner without the prior written consent of Retail Owner. Retail Owner agrees not to unreasonably withhold its consent to the installation of 120 Owner's Equipment on the Upper Roof, provided that: (i) such equipment services the 120 Parcel; (ii) such equipment does not generate income for the benefit of the 120 Owner pursuant to an agreement between 120 Owner and a third party (e.g., communication antennae and satellite dishes); (iii) the proposed location of such equipment on the Upper Roof is reasonably agreeable to Retail Owner; and (iv) such equipment will not unreasonably interfere with the current or reasonably contemplated operations of the Additional Equipment and Ancillary Equipment (as those terms are defined in Section 2.4). Also, 220 Owner acknowledges and agrees that except for any 220 Owner's Equipment or Shared Equipment shown on the Plans to be installed in the initial construction of the Building on the roof areas constituting Common Improvements (the "Common Roofs", as further defined in Exhibit L attached hereto and made a part hereof), including without limitation the Upper Roof (as defined in Section 2.4), and any replacements of such equipment, no equipment of any kind, including, without limitation, communications antennae, satellite dishes or like equipment, shall be installed on the Upper Roof by or for the benefit of 220 Owner without the prior written consent of Retail Owner. Retail Owner agrees not to unreasonably withhold its consent to the installation of 220 Owner's Equipment on the Upper Roof, provided that: (i) such equipment services the 220 Parcel; (ii) such equipment does not generate income for the benefit of the 220 Owner pursuant to an agreement between 220 Owner and a third party (e.g., communication antennae and satellite dishes); (iii) the proposed location of such equipment on the Upper Roof is reasonably agreeable to Retail Owner; and (iv) such equipment will not unreasonably interfere with the current or reasonably contemplated operations of the Additional Equipment and Ancillary Equipment (as those terms are defined in Section 2.4).

(D) Notwithstanding anything contained herein, Retail Owner shall have the right, at its sole cost and expense, at any time and from time to time, to construct and maintain additional (in addition to those presently shown on the Plans) grade level entrances and exits or to remove, close or relocate any grade level entrances and exits through that exterior portion of the Building included within the Retail Parcel.

1.3 Interior Changes in the Building. Subject to the limitations in this Declaration, each Owner shall have the right, at any time or times, without the consent of any other Owner, to change, alter and revise, from time to time, that portion of the interior of the Building which is hereafter located on or within such Owner's Parcel and to add improvements to or remove improvements from such interior in any manner as such Owner may desire, provided only that: (a) there shall be no material interference with any of the easement rights herein granted to the other Owners, (b) such changes shall not materially interfere with or burden any equipment, utility lines, or other improvements previously constructed and installed (in accordance with the terms and conditions of this Declaration) which is used by or for the benefit of any such other Owner's Parcel, including, without limitation, Shared Equipment and Common Improvements (as those terms are defined in Section 7.5(F) below), provided, however, that the Owner wishing to make such changes may, at its sole cost and expense, relocate such equipment, utility lines or other improvements to a location that is not materially less advantageous or less desirable to such other Owners in order to avoid such material interference or burden by its changes, (c) such change shall be made without cost or expense to the other Owners, (d) such change shall not

impair the structural integrity of the Improvements, and (e) such change shall not violate any of the other applicable terms and conditions of this Declaration.

**ARTICLE 2**  
**EASEMENTS APPURTENANT TO THE**  
**RETAIL PARCEL AND RIGHTS RESERVED**

2.1 Support. Condominium 200 Owner, Parcel 120 Owner and Parcel 220 Owner hereby grant to Retail Owner, non-exclusive easements in the locations as shown on the Plans for support of those pillars, columns, beams, members, joists, and other supports of whatever nature (collectively the "Supports") now or hereafter constructed or existing in the Condominium 200 Parcel, the 120 Parcel and/or the 220 Parcel, as applicable, as may be reasonably necessary or which may be required by applicable laws, codes, ordinances or permits, for or in connection with the support of that portion of the Building and the Improvements constructed in the Retail Parcel. Without limiting the generality or scope of the preceding sentence, Condominium 200 Owner, Parcel 120 Owner and Parcel 220 Owner shall have the right and obligation to maintain, repair, and replace said Supports as located in their respective Parcels as and when necessary or appropriate, but shall do so in a way that will minimize the interference with the use and enjoyment of the Retail Parcel by the Retail Owner and its tenants, licensees, permittees and guests and, except in an Emergency Situation (as defined in Section 2.8 below), only after giving reasonable advance notice to Retail Owner. Nothing in this Section 2.1 shall be construed to allow the Retail Owner the right to require additional Supports in that portion of the Building constructed in the Condominium 200 Parcel, the 120 Parcel or the 220 Parcel beyond those set forth in the Plans, or to increase the support requirements of that portion of the Building constructed in the Retail Parcel beyond those set forth in the Plans.

2.2 Common Walls, Ceilings and Floors. Each of Condominium 200 Owner, 120 Owner and 220 Owner hereby grant to Retail Owner, non-exclusive easements for support and enclosure with respect to those walls, ceilings and horizontal slabs, if any, constructed in and along the common boundaries of the Condominium 200 Parcel, the 120 Parcel and the 220 Parcel, as applicable, and the Retail Parcel, and non-exclusive easements for enclosure with respect to all roofs and other enclosing surfaces of the Building.

2.3 Equipment and Utilities. Each of Condominium 200 Owner, 120 Owner and 220 Owner hereby grants to Retail Owner, its tenants and their respective contractors the following: (a) a non-exclusive easement and right to install, own, use, maintain and repair that certain equipment listed or designated on **Exhibit F** attached hereto or as set forth on the Plans and made a part hereof (including, but not limited to, the right to run all accompanying wires, pipes, cables, connectors and conduits through the Condominium 200 Parcel, 120 Parcel or 220 Parcel, as applicable, to the Retail Parcel as necessary to operate such equipment), or such other ancillary or replacement equipment (either similar or functionally equivalent) which may, from time to time, supplement or replace said equipment (the foregoing collectively referred to as the "Retail Owner's Equipment"), at, and only at, the locations in the Condominium 200 Parcel, 120 Parcel and 220 Parcel shown on or referred to in the Plans or otherwise installed in the initial construction of the Building (except that if any substitute or replacement equipment is larger or otherwise requires more space than the then-existing Retail Owner's Equipment, such substitute or replacement equipment shall also be permitted and this grant of easement shall automatically

be expanded so as to include and permit it so long as it does not interfere with the then use of the Condominium 200 Parcel, 120 Parcel and 220 Parcel by Condominium 200 Owner, 120 Owner or 220 Owner, as applicable); (b) a non-exclusive easement and right to connect the Retail Owner's Equipment, or any other equipment of the Retail Owner, to those systems serving the Condominium 200 Parcel, 120 Parcel or 220 Parcel or to the Shared Equipment located on the Condominium 200 Parcel, 120 Parcel and 220 Parcel on which such Retail Owners Equipment or other equipment is dependent for operation at the points of connection shown on or referred to in the Plans or otherwise existing at the initial construction of the Building, provided that Retail Owner shall be obligated to pay its equitable share of the cost relating to its use of such systems or Shared Equipment as reasonably determined by Condominium 200 Owner, 120 Owner and 220 Owner, as applicable; (c) to the extent not encompassed by the foregoing, a non-exclusive easement and right to install and maintain utility lines (including, but not limited to, the right to gas, water, electricity, sewer, and telephone and other communications lines, together with all accompanying wires, connectors and conduits), as may reasonably be or become, necessary or appropriate, at said locations and points of connection in the Condominium 200 Parcel, 120 Parcel and 220 Parcel existing at the initial construction of the Building or at such other locations and points of connection approved by Condominium 200 Owner, 120 Owner and 220 Owner, as applicable, such approval not to be unreasonably withheld or delayed; (d) a non-exclusive easement and right to inspect, maintain, repair and replace the Shared Equipment and the Common Improvements located on the Condominium 200 Parcel, 120 Parcel and 220 Parcel, as applicable, in the event Condominium 200 Owner, 120 Owner or 220 Owner, as applicable, breaches its obligations under Section 7.5(F) below; and (e) with respect of all of the foregoing, a right of access to said locations and points of connection on the Condominium 200 Parcel, 120 Parcel and 220 Parcel, as applicable, for the purposes set forth in this Section 2.3 subject to any applicable terms and conditions contained in this Declaration. Each of the Owners burdened by the easement set forth in this Section 2.3 shall have the right at its sole cost and expense to relocate within its Parcel any facilities and easements which burden its Parcel and benefit the Retail Owner, so long as such relocation does not have a material adverse effect on the benefited Parcel.

2.4 Upper Roof. Each of Condominium 200 Owner, 120 Owner and 220 Owner hereby grants to Retail Owner and its contractors the following: (i) an exclusive easement to install, construct, own, use, maintain and repair communication antennae, satellite dishes and similar income-producing equipment and components thereof or such other equipment (either similar or functionally equivalent) which may, from time to time, replace said equipment (the foregoing collectively referred to as the "Additional Equipment" on any portion of those certain Common Roofs above the 8<sup>th</sup> floor of the Building (collectively, the "Upper Roof") and not otherwise occupied by the Retail Owner's Equipment, Condominium 200 Owner's Equipment, 120 Owner's Equipment and 220 Owner's Equipment and Shared Equipment shown on the Plans to be installed in the initial construction of the Building on the Upper Roof: (ii) a non-exclusive easement to install and maintain the wires, pipes, cable, lines, connectors, conduits and other equipment (including, without limitation, a utility meter and standby power generator) supporting or otherwise serving the Additional Equipment (the foregoing collectively referred to as the "Ancillary Equipment") on, over and through the Condominium 200 Parcel, 120 Parcel and 220 Parcel, as applicable, provided that the location thereof does not unreasonably interfere with the operations of the Condominium 200 Improvements, 120 Improvements and 220 Improvements: (iii) a non-exclusive easement to connect the Additional Equipment and

Ancillary Equipment to those systems serving the Condominium 200 Parcel, 120 Parcel and the 220 Parcel, as applicable, or to the Shared Equipment located on the Condominium 200 Parcel, 120 Parcel and the 220 Parcel, as applicable, on which such Additional Equipment and Ancillary Equipment are dependent for operation at points of connection reasonably acceptable to Condominium 200 Owner, 120 Owner or 220 Owner, as applicable, provided that Retail Owner shall be obligated to pay its equitable share of the cost relating to its use of such systems or Shared Equipment as reasonably determined by Condominium 200 Owner, 120 Owner or 220 Owner, as applicable; and (iv) a non-exclusive easement for ingress and egress over the Condominium 200 Parcel, 120 Parcel and 220 Parcel (including, without limitation, the elevators located thereon, including the freight elevators) by persons, material and equipment to the extent reasonably necessary to permit access to the Upper Roof and to permit the construction, installation, inspection, maintenance, repair, replacement or removal of the Additional Equipment and the Ancillary Equipment, wherever located on the Parcels. Retail Owner shall operate the Additional Equipment in a manner that will not cause interference to any then-existing equipment installed on the Common Roofs in accordance with this Declaration. The Additional Equipment, including the Ancillary Equipment, shall at all times be owned by Retail Owner or its contractors, and shall be personal property and not fixtures. Upon removal of the Additional Equipment and Ancillary Equipment from the Upper Roof, Retail Owner shall place those portions of the Upper Roof on or in which the Additional Equipment and Ancillary Equipment are located to the condition in which those portions existed at the time of installation thereof, subject to reasonable wear and tear, loss by casualty, or other causes beyond the control of Retail Owner. Retail Owner shall be responsible for any damage caused to the Upper Roof, or any other portion of the Parcels, resulting from the construction, installation, inspection, maintenance, repair, replacement or removal of the Additional Equipment or the Ancillary Equipment. Except as provided in the preceding sentence, Retail Owner shall not be obligated to make or pay for any roof or replacements to any portion of the Condominium 200 Parcel, 120 Parcel or 220 Parcel, including the Upper Roof, except as otherwise provided in this Section. Each of Condominium 200 Owner, 120 Owner and 220 Owner agree to: (i) cooperate with Retail Owner, at Retail Owner's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Retail Owner's intended use of the Upper Roof; and (ii) sign such documents or grant such easements, at no cost to Retail Owner, as may be reasonably required by any utility companies providing service to the Additional Equipment and Ancillary Equipment, provided that the location of any such easements shall be approved by the Condominium 200 Owner, 120 Owner and 220 Owner, as applicable, such approval not to be unreasonably withheld or delayed.

2.5 Construction Easement. Subject to the terms of Section 18.1, with respect to, and in connection with, the initial development of the Retail Parcel, the initial construction of those Improvements which exclusively serve the Retail Parcel, including other improvements and finish work being made to the Retail Parcel by the Retail Owner (the "Retail Improvements"), and the initial construction of any Shared Equipment and Common Improvements located on the Retail Parcel, each of Condominium 200 Owner, 120 Owner and 220 Owner hereby grants the Retail Owner, its tenants and their respective contractors, a temporary, non-exclusive easement to: (i) enter the Condominium 200 Parcel, 120 Parcel or 220 Parcel, as applicable, for the purpose of said construction, including, without limitation, the right to excavate and grade soil, erect improvements and otherwise do all things necessary or beneficial to complete such construction; and (ii) store equipment, supplies and materials on the Condominium 200 Parcel,



120 Parcel or 220 Parcel, as applicable, all as may be reasonably necessary in order to construct the Retail Improvements and those portions of the Building and any Shared Equipment and Common Improvements located within the Retail Parcel. The easements and all other rights granted to Retail Owner in or by the provisions of this Section shall terminate and be of no force or effect automatically (and without notice or action of any kind) upon completion of the initial Retail Improvements and those portions of the Building and any Shared Equipment and Common Improvements located within the Retail Parcel.

Subject to the terms of Section 18.1, with respect to, and in connection with any exterior or interior changes to be made to the Retail Parcel (pursuant to Sections 1.2 and 1.3 above), from time to time, after the initial construction of the Retail Parcel and the Retail Improvements, each of Condominium 200 Owner, 120 Owner and 220 Owner hereby grants the Retail Owner, its tenants and their respective contractors, a temporary, non-exclusive easement to enter the Condominium 200 Parcel, 120 Parcel or 220 Parcel, as applicable, for the purpose of constructing said changes. The easements and all other rights granted to Retail Owner in or by the provisions of this Section shall exist from the commencement of said changes to the Retail Parcel until the completion thereof.

If, in the performance of said construction, Retail Owner causes any damage to the Condominium 200 Parcel, 120 Parcel, 220 Parcel, the Condominium Improvements, the Shared Equipment or the Common Improvements, Retail Owner shall, at its sole cost and expense, promptly repair and restore the damage thereto.

## 2.6 Loading Docks.

(A) 120 Parcel Loading Dock. Retail Owner hereby grants to 120 Owner, its tenants and its contractors and suppliers, a non-exclusive easement to use the loading dock located in the Retail Parcel which serves 120 Parcel as shown on the Drawings ("120 Loading Dock") to: (i) load and upload materials, supplies and goods utilized by the 120 Parcel; and (ii) use the service corridors located in the Retail Parcel ("120 Service Corridors") to access the 120 Loading Dock for the efficient delivery or dispatch of materials, supplies, goods and refuse to and from the 120 Parcel. The 120 Loading Dock shall be owned and operated by Retail Owner and may be used concurrently by the 120 Owner. The 120 Loading Dock shall be accessible and available for use by the 120 Owner (and its tenants, contractors and suppliers) at all times and shall remain clear of storage materials at all times. The rules and regulations governing the use of the 120 Loading Dock by the 120 Owner and its tenants, contractors and suppliers, including user scheduling, when agreed to between the Retail Owner and the 120 Owner shall be attached hereto as **Exhibit G** and upon adoption, such rules and regulations may only be modified with the approval of the Owners, such approval not to be unreasonably withheld. Retail Owner shall maintain the 120 Loading Dock in a clean and sightly condition, in accordance with all applicable laws and in such a manner which will not allow any health hazards, vermin or noxious odors to exist as a result thereof.

(B) 220 Parcel Loading Dock. Retail Owner hereby grants to 220 Owner, its tenants and its contractors and suppliers, a non-exclusive easement to use the loading dock located in the Retail Parcel which serves 220 Parcel as shown on the Drawings ("220 Loading Dock") to: (i) load and upload materials, supplies and goods utilized by the 220 Parcel; and (ii)

use the service corridors located in the Retail Parcel ("220 Service Corridors") to access the 220 Loading Dock for the efficient delivery or dispatch of materials, supplies, goods and refuse to and from the 220 Parcel. The 220 Loading Dock shall be owned and operated by Retail Owner and may be used concurrently by the 220 Owner. The 220 Loading Dock shall be accessible and available for use by the 220 Owner (and its tenants, contractors and suppliers) at all times and shall remain clear of storage materials at all times. The rules and regulations governing the use of the 220 Loading Dock by the 220 Owner and its tenants, contractors and suppliers, including user scheduling, when agreed to between the Retail Owner and the 220 Owner shall be attached hereto as **Exhibit G** and upon adoption, such rules and regulations may only be modified with the approval of the Owners, such approval not to be unreasonably withheld. Retail Owner shall maintain the 220 Loading Dock in a clean and slightly condition, in accordance with all applicable laws and in such a manner which will not allow any health hazards, vermin or noxious odors to exist as a result thereof.

## 2.7 Refuse.

(A) Retail Owner hereby grants to the 120 Owner (and its tenants) the right to a nonexclusive easement to use the trash room located in the Retail Parcel which serves the 120 Parcel as shown on the Drawings ("120 Trash Room") to: (i) dispose of the refuse generated by the 120 Parcel; and (ii) use the 120 Service Corridors to access the 120 Trash Room for the efficient delivery or dispatch of refuse to and from the 120 Parcel. The 120 Trash Room, and the equipment located therein, shall be owned and operated by Retail Owner. The rules and regulations governing the use of the 120 Trash Room by each Owner and their tenants, contractors and suppliers, including user scheduling, when agreed to between the Owners shall be attached hereto as **Exhibit G** and upon adoption, such rules and regulations may only be modified with the approval of the Owners, such approval not to be unreasonably withheld. Retail Owner shall maintain the 120 Trash Room in a clean and slightly condition, in accordance with all applicable laws and in such a manner which will not allow any health hazards, vermin or noxious odors to exist as a result thereof.

(B) Retail Owner hereby grants to the 220 Owner (and its tenants) the right to a nonexclusive easement to use the trash room located in the Retail Parcel which serves the 220 Parcel as shown on the Drawings ("220 Trash Room") to: (i) dispose of the refuse generated by the 220 Parcel; and (ii) use the 220 Service Corridors to access the 220 Trash Room for the efficient delivery or dispatch of refuse to and from the 220 Parcel. The 220 Trash Room, and the equipment located therein, shall be owned and operated by Retail Owner. The rules and regulations governing the use of the 220 Trash Room by each Owner and their tenants, contractors and suppliers, including user scheduling, when agreed to between the Owners shall be attached hereto as **Exhibit G** and upon adoption, such rules and regulations may only be modified with the approval of the Owners, such approval not to be unreasonably withheld. Retail Owner shall maintain the 220 Trash Room in a clean and slightly condition, in accordance with all applicable laws and in such a manner which will not allow any health hazards, vermin or noxious odors to exist as a result thereof.

2.8 HVAC Farms. Located at the roof level of Condominium 200 Parcel, Parcel 120 and Parcel 220 are the HVAC units for that specific Parcel as well as for the Retail Parcel. A non-exclusive easement is hereby granted to the Retail Parcel, its tenants, contractors, licensees,

invitees, agents and permittees for the installation, maintenance, repair or replacement of its HVAC units through each of Condominium 200 Parcel, 120 Parcel and 220 Parcel and on the roof of Condominium 200 Parcel, 120 Parcel and 220 Parcel. The HVAC units serving the Retail Parcel shall be maintained by the Retail Owner at its sole cost and expense. Any damage to any roof caused by the Retail Owner or its tenants, contractors, licensees, invitees, agents and permittees or others acting on behalf of the Retail Owner shall be promptly repaired by Retail Owner at its sole cost and expense.

2.9 Emergency Access. Each of Retail Owner, Condominium 200 Owner, 120 Owner and 220 Owner hereby grants to each other Owner, and its tenants, contractors, licensees, invitees, permittees and guests, a non-exclusive easement for ingress and egress by persons, materials and equipment in an Emergency Situation on, over, across and through any and all Service Corridors and any hallways and stairwells necessary for emergency ingress and egress. For purposes of this Declaration, "Emergency Situation" means: (a) a situation impairing or imminently likely to impair structural support or any Improvements critical to the operation of the Building as a whole or to the operation of any component part thereof; (b) a situation causing or imminently likely to cause bodily injury to persons or substantial physical damage to all or any portion of the Building or any property within or about the Building; or (c) a situation which materially interferes with the beneficial use by any Owner of its Parcel. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

2.10 Property Benefited. The easements granted in this Article 2 are for the benefit of and appurtenant to the Retail Parcel, are perpetual (except as otherwise provided in Section 2.5 above) and run with the land.

### **ARTICLE 3 EASEMENTS APPURTENANT TO THE CONDOMINIUM 200 PARCEL AND RIGHTS RESERVED**

3.1 Support. The Retail Owner hereby grants to Condominium 200 Owner, non-exclusive easements in the locations as shown on the Plans for support of those Supports of whatever nature now or hereafter constructed or existing in the Retail Parcel as may be reasonably necessary or which may be required by applicable laws, codes, ordinances or permits, for or in connection with the support of that portion of the Building and the Improvements constructed in the Condominium 200 Parcel. Nothing contained in this Section 3.1 shall be construed to allow Condominium 200 Owner the right to require additional Supports in that portion of the Building constructed in the Retail Parcel beyond those set forth in the Plans, or to increase the support requirements of that portion of the Building constructed in the Condominium 200 Parcel beyond those set forth in the Plans. Condominium 200 Owner shall be responsible for the maintenance, repair, and replacement of the Supports, and, in connection therewith, shall have the right to enter into the Retail Parcel to make such repairs, provided, however, that Condominium 200 Owner shall, except in an Emergency Situation, provide the Retail Owner with prior written notice of its election to make said repairs and Condominium 200 Owner's maintenance, repair, and replacement shall be performed in such a manner as to minimize interference with the use of the Retail Parcel by the Retail Owner and its tenants, licensees, permittees and guests.

3.2 Common Walls, Ceilings and Floors. The Retail Owner hereby grants to Condominium 200 Owner, non-exclusive easements for support and enclosure with respect to those walls, ceilings and horizontal slabs, if any, constructed in and along the common boundaries of the Retail Parcel and the Condominium 200 Parcel.

3.3 Equipment and Utilities. The Retail Owner hereby grants to Condominium 200 Owner and its contractors the following: (a) a non-exclusive easement and right to install, own, use, maintain and repair that certain equipment listed or designated on **Exhibit H** attached hereto and made a part hereof (including, but not limited to, the right to run all accompanying wires, pipes, connectors and conduits through the Retail Parcel to the Condominium 200 Parcel as necessary to operate such equipment), or such other equipment (either similar or functionally equivalent) which may, from time to time, replace said equipment (the foregoing collectively referred to as the "Condominium 200 Owner's Equipment"), at, and only at, the locations in the Retail Parcel shown on or referred to in the Plans or otherwise installed in the initial construction of the Building (except that if any substitute or replacement equipment is larger or otherwise requires more space than the then-existing Condominium 200 Owner's Equipment, such substitute or replacement equipment shall also be permitted and this grant of easement shall automatically be expanded so as to include and permit it so long as it does not interfere with the then-existing use of the Retail Parcel by the Retail Owner); (b) a non-exclusive easement and right to connect the Condominium 200 Owner's Equipment to those systems serving the Retail Parcel or to the Shared Equipment located on the Retail Parcel, on which such Condominium 200 Owner's Equipment is dependent for operation at the points of connection shown on or referred to in the Plans or otherwise existing at the initial construction of the Building, provided that Condominium 200 Owner shall be obligated to pay its equitable share of the cost relating to its use of such systems or Shared Equipment as reasonably determined by the Retail Owner; (c) to the extent not encompassed by the foregoing, a non-exclusive easement and right to maintain utility lines (including, but not limited to, the right to gas, water, electricity, sewer, and telephone and other communications lines, together with all accompanying wires, pipes, connectors and conduits) at said locations and points of connection in the Retail Parcel existing at the initial construction of the Building or at such other locations and points of connection approved by the Retail Owner, such approval not to be unreasonably withheld or delayed; (d) a non-exclusive easement and right to inspect, maintain, repair and replace the Shared Equipment and the Common Improvements located on the Retail Parcel; and (e) with respect of all of the foregoing, a right of access to said locations and points of connection on the Retail Parcel for the purposes set forth in this Section 3.3 subject to any applicable terms and conditions contained in this Declaration. Retail Owner shall have the right at its sole cost and expense to relocate within its Parcel any facilities and easements which burden its Parcel and benefit the Condominium 200 Owner, 120 Owner and 220 Owner, so long as such relocation does not have a material adverse effect on the benefited Parcel.

3.4 Construction Easements. Subject to the terms of Section 18.1, with respect to, and in connection with, the initial development of the Condominium 200 Parcel, the initial construction of those Improvements which exclusively serve the Condominium 200 Parcel, including other improvements and finish work being made to the Condominium 200 Parcel by Condominium 200 Owner (collectively, the "Condominium 200 Improvements"), and the initial construction of the Shared Equipment and Common Improvements located on the Condominium 200 Parcel, the Retail Owner hereby grants to Condominium 200 Owner a temporary, non-

exclusive easement to enter the Retail Parcel to: (i) construct the Condominium 200 Improvements, and (ii) store equipment, supplies and materials in or on the Retail Parcel, all as may be reasonably necessary in order to construct the Condominium 200 Improvements and those portions of the Building and any Shared Equipment and Common Improvements located within the Condominium 200 Parcel. The easement and all other rights granted to Condominium 200 Owner in or by the provisions of this paragraph shall terminate and be of no force or effect automatically (and without notice or action of any kind) upon completion of the Condominium 200 Improvements and those portions of the Building, Shared Equipment and Common Improvements located within the Condominium 200 Parcel (the "200 Completion Date"); provided, however, that in the event that any portion of the Retail Parcel opens for business to the general public prior to the 200 Completion Date (the "Operating Retail Space"): (i) said easement and other rights granted herein shall terminate with respect to the Operating Retail Space and any exterior access thereto; and (ii) Condominium 200 Owner shall, to the extent possible, restrict its construction equipment and activities to those portions of the Total Tract that will not interfere with the business of the occupant of the Operating Retail Space, or block access to or the visibility of the Operating Retail Space.

Subject to the terms of Section 18.1, with respect to, and in connection with, any exterior or interior changes to be made to the Condominium 200 Parcel (pursuant to Sections 1.2 and 1.3 above), from time to time, after the initial construction of the Condominium 200 Parcel and the Condominium 200 Improvements, Retail Owner hereby grants Condominium 200 Owner a temporary, non-exclusive easement to enter the Retail Parcel for the purpose of constructing said changes. The easements and all other rights granted to Condominium 200 Owner in or by the provisions of this paragraph shall exist from the commencement of said changes to the Condominium 200 Parcel until the completion thereof.

If, in the performance of said construction, Condominium 200 Owner causes any damage to the Retail Parcel, the Retail Improvements, the Shared Equipment or the Common Improvements, Condominium 200 Owner shall, at its sole cost and expense, promptly repair and restore the damage thereto.

3.5 Emergency Access. Retail Owner hereby grants to Condominium 200 Owner, and its tenants, contractors, licensees, invitees, permittees and guests, a non-exclusive easement for ingress and egress by persons, materials and equipment in an Emergency Situation on, over, across and through the Loading Dock, Service Corridors and any hallways and stairwells necessary for emergency ingress and egress. For purposes of this Declaration, "Emergency Situation" means: (a) a situation impairing or imminently likely to impair structural support or any Improvements critical to the operation of the Building as a whole or to the operation of any component part thereof; (b) a situation causing or imminently likely to cause bodily injury to persons or substantial physical damage to all or any portion of the Building or any property within or about the Building; or (c) a situation which materially interferes with the beneficial use by any Owner of its Parcel. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

3.6 Property Benefited. The easements granted in this **Article 3** are for the benefit of and appurtenant to the Condominium 200 Parcel, are perpetual (except as otherwise provided in Section 3.4 above) and run with the land.

**ARTICLE 4**  
**EASEMENTS APPURTENANT TO THE**  
**120 PARCEL AND RIGHTS RESERVED**

4.1 Support. The Retail Owner hereby grants to 120 Owner, non-exclusive easements in the locations as shown on the Plans for support of those Supports of whatever nature now or hereafter constructed or existing in the Retail Parcel as may be reasonably necessary or which may be required by applicable laws, codes, ordinances or permits, for or in connection with the support of that portion of the Building and the Improvements constructed in the 120 Parcel. Nothing contained in this Section 4.1 shall be construed to allow 120 Owner the right to require additional Supports in that portion of the Building constructed in the Retail Parcel beyond those set forth in the Plans, or to increase the support requirements of that portion of the Building constructed in the 120 Parcel beyond those set forth in the Plans. 120 Owner shall be responsible for the maintenance, repair, and replacement of the Supports, and, in connection therewith, shall have the right to enter into the Retail Parcel to make such repairs, provided, however, that 120 Owner shall, except in an Emergency Situation, provide the Retail Owner with prior written notice of its election to make said repairs and 120 Owner's maintenance, repair, and replacement shall be performed in such a manner as to minimize interference with the use of the Retail Parcel by the Retail Owner and its tenants, licensees, permittees and guests.

4.2 Common Walls, Ceilings and Floors. The Retail Owner hereby grants to 120 Owner, non-exclusive easements for support and enclosure with respect to those walls, ceilings and horizontal slabs, if any, constructed in and along the common boundaries of the Retail Parcel and the 120 Parcel.

4.3 Equipment and Utilities. The Retail Owner hereby grants to 120 Owner and its contractors the following: (a) a non-exclusive easement and right to install, own, use, maintain and repair that certain equipment listed or designated on **Exhibit I** attached hereto and made a part hereof (including, but not limited to, the right to run all accompanying wires, pipes, connectors and conduits through the Retail Parcel to the 120 Parcel as necessary to operate such equipment), or such other equipment (either similar or functionally equivalent) which may, from time to time, replace said equipment (the foregoing collectively referred to as the "120 Owner's Equipment"), at, and only at, the locations in the Retail Parcel shown on or referred to in the Plans or otherwise installed in the initial construction of the Building (except that if any substitute or replacement equipment is larger or otherwise requires more space than the then-existing 120 Owner's Equipment, such substitute or replacement equipment shall also be permitted and this grant of easement shall automatically be expanded so as to include and permit it so long as it does not interfere with the then-existing use of the Retail Parcel by the Retail Owner); (b) a non-exclusive easement and right to connect the 120 Owner's Equipment to those systems serving the Retail Parcel or to the Shared Equipment located on the Retail Parcel, on which such 120 Owner's Equipment is dependent for operation at the points of connection shown on or referred to in the Plans or otherwise existing at the initial construction of the Building, provided that 120 Owner shall be obligated to pay its equitable share of the cost relating to its use of such systems or Shared Equipment as reasonably determined by the Retail Owner; (c) to the extent not encompassed by the foregoing, a non-exclusive easement and right to maintain utility lines (including, but not limited to, the right to gas, water, electricity, sewer, and telephone and other communications lines, together with all accompanying wires, pipes,

connectors and conduits) at said locations and points of connection in the Retail Parcel existing at the initial construction of the Building or at such other locations and points of connection approved by the Retail Owner, such approval not to be unreasonably withheld or delayed; (d) a non-exclusive easement and right to inspect, maintain, repair and replace the Shared Equipment and the Common Improvements located on the Retail Parcel; and (e) with respect of all of the foregoing, a right of access to said locations and points of connection on the Retail Parcel for the purposes set forth in this Section 4.3 subject to any applicable terms and conditions contained in this Declaration.

4.4 Construction Easements. Subject to the terms of Section 18.1, with respect to, and in connection with, the initial development of the 120 Parcel, the initial construction of those Improvements which exclusively serve the 120 Parcel, including other improvements and finish work being made to the 120 Parcel by 120 Owner (collectively, the "120 Improvements"), and the initial construction of the Shared Equipment and Common Improvements located on the 120 Parcel, the Retail Owner hereby grants to 120 Owner a temporary, non-exclusive easement to enter the Retail Parcel to: (i) construct the 120 Improvements, and (ii) store equipment, supplies and materials in or on the Retail Parcel, all as may be reasonably necessary in order to construct the 120 Improvements and those portions of the Building and any Shared Equipment and Common Improvements located within the 120 Parcel. The easement and all other rights granted to 120 Owner in or by the provisions of this paragraph shall terminate and be of no force or effect automatically (and without notice or action of any kind) upon completion of the 120 Improvements and those portions of the Building, Shared Equipment and Common Improvements located within the 120 Parcel (the "120 Completion Date"); provided, however, that in the event that any portion of the Retail Parcel opens for business to the general public prior to the 120 Completion Date (the "Operating Retail Space"): (i) said easement and other rights granted herein shall terminate with respect to the Operating Retail Space and any exterior access thereto; and (ii) 120 Owner shall, to the extent possible, restrict its construction equipment and activities to those portions of the Total Tract that will not interfere with the business of the occupant of the Operating Retail Space, or block access to or the visibility of the Operating Retail Space.

Subject to the terms of Section 18.1, with respect to, and in connection with, any exterior or interior changes to be made to the 120 Parcel (pursuant to Sections 1.2 and 1.3 above), from time to time, after the initial construction of the 120 Parcel and the 120 Improvements, Retail Owner hereby grants 120 Owner a temporary, non-exclusive easement to enter the Retail Parcel for the purpose of constructing said changes. The easements and all other rights granted to 120 Owner in or by the provisions of this paragraph shall exist from the commencement of said changes to the 120 Parcel until the completion thereof.

If, in the performance of said construction, 120 Owner causes any damage to the Retail Parcel, the Retail Improvements, the Shared Equipment or the Common Improvements, 120 Owner shall, at its sole cost and expense, promptly repair and restore the damage thereto.

4.5 Emergency Access. Retail Owner hereby grants to 120 Owner, and its tenants, contractors, licensees, invitees, permittees and guests, a non-exclusive easement for ingress and egress by persons, materials and equipment in an Emergency Situation on, over, across and through the Loading Dock, Service Corridors and any hallways and stairwells necessary for

emergency ingress and egress. For purposes of this Declaration, "Emergency Situation" means: (a) a situation impairing or imminently likely to impair structural support or any Improvements critical to the operation of the Building as a whole or to the operation of any component part thereof; (b) a situation causing or imminently likely to cause bodily injury to persons or substantial physical damage to all or any portion of the Building or any property within or about the Building; or (c) a situation which materially interferes with the beneficial use by any Owner of its Parcel. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

4.6 Property Benefited. The easements granted in this **Article 3** are for the benefit of and appurtenant to the 120 Parcel, are perpetual (except as otherwise provided in Section 4.4 above) and run with the land.

## **ARTICLE 5 EASEMENTS APPURTENANT TO THE 220 PARCEL AND RIGHTS RESERVED**

5.1 Support. The Retail Owner hereby grants to 220 Owner, non-exclusive easements in the locations as shown on the Plans for support of those Supports of whatever nature now or hereafter constructed or existing in the Retail Parcel as may be reasonably necessary or which may be required by applicable laws, codes, ordinances or permits, for or in connection with the support of that portion of the Building and the Improvements constructed in the 220 Parcel. Nothing contained in this Section 5.1 shall be construed to allow 220 Owner the right to require additional Supports in that portion of the Building constructed in the Retail Parcel beyond those set forth in the Plans, or to increase the support requirements of that portion of the Building constructed in the 220 Parcel beyond those set forth in the Plans. 220 Owner shall be responsible for the maintenance, repair, and replacement of the Supports, and, in connection therewith, shall have the right to enter into the Retail Parcel to make such repairs, provided, however, that 220 Owner shall, except in an Emergency Situation, provide the Retail Owner with prior written notice of its election to make said repairs and 220 Owner's maintenance, repair, and replacement shall be performed in such a manner as to minimize interference with the use of the Retail Parcel by the Retail Owner and its tenants, licensees, permittees and guests.

5.2 Common Walls, Ceilings and Floors. The Retail Owner hereby grants to 220 Owner, non-exclusive easements for support and enclosure with respect to those walls, ceilings and horizontal slabs, if any, constructed in and along the common boundaries of the Retail Parcel and the 220 Parcel.

5.3 Equipment and Utilities. The Retail Owner hereby grants to 220 Owner and its contractors the following: (a) a non-exclusive easement and right to install, own, use, maintain and repair that certain equipment listed or designated on **Exhibit J** attached hereto and made a part hereof (including, but not limited to, the right to run all accompanying wires, pipes, connectors and conduits through the Retail Parcel to the 220 Parcel as necessary to operate such equipment), or such other equipment (either similar or functionally equivalent) which may, from time to time, replace said equipment (the foregoing collectively referred to as the "220 Owner's Equipment"), at, and only at, the locations in the Retail Parcel shown on or referred to in the Plans or otherwise installed in the initial construction of the Building (except that if any



substitute or replacement equipment is larger or otherwise requires more space than the then-existing 220 Owner's Equipment, such substitute or replacement equipment shall also be permitted and this grant of easement shall automatically be expanded so as to include and permit it so long as it does not interfere with the then-existing use of the Retail Parcel by the Retail Owner): (b) a non-exclusive easement and right to connect the 220 Owner's Equipment to those systems serving the Retail Parcel or to the Shared Equipment located on the Retail Parcel, on which such 220 Owner's Equipment is dependent for operation at the points of connection shown on or referred to in the Plans or otherwise existing at the initial construction of the Building, provided that 220 Owner shall be obligated to pay its equitable share of the cost relating to its use of such systems or Shared Equipment as reasonably determined by the Retail Owner; (c) to the extent not encompassed by the foregoing, a non-exclusive easement and right to maintain utility lines (including, but not limited to, the right to gas, water, electricity, sewer, and telephone and other communications lines, together with all accompanying wires, pipes, connectors and conduits) at said locations and points of connection in the Retail Parcel existing at the initial construction of the Building or at such other locations and points of connection approved by the Retail Owner, such approval not to be unreasonably withheld or delayed; (d) a non-exclusive easement and right to inspect, maintain, repair and replace the Shared Equipment and the Common Improvements located on the Retail Parcel; and (e) with respect of all of the foregoing, a right of access to said locations and points of connection on the Retail Parcel for the purposes set forth in this Section 5.3 subject to any applicable terms and conditions contained in this Declaration.

5.4 Construction Easements. Subject to the terms of Section 18.1, with respect to, and in connection with, the initial development of the 220 Parcel, the initial construction of those Improvements which exclusively serve the 220 Parcel, including other improvements and finish work being made to the 220 Parcel by 220 Owner (collectively, the "220 Improvements"), and the initial construction of the Shared Equipment and Common Improvements located on the 220 Parcel, the Retail Owner hereby grants to 220 Owner a temporary, non-exclusive easement to enter the Retail Parcel to: (i) construct the 220 Improvements, and (ii) store equipment, supplies and materials in or on the Retail Parcel, all as may be reasonably necessary in order to construct the 220 Improvements and those portions of the Building and any Shared Equipment and Common Improvements located within the 220 Parcel. The easement and all other rights granted to 220 Owner in or by the provisions of this paragraph shall terminate and be of no force or effect automatically (and without notice or action of any kind) upon completion of the 220 Improvements and those portions of the Building, Shared Equipment and Common Improvements located within the 220 Parcel (the "220 Completion Date"); provided, however, that in the event that any portion of the Retail Parcel opens for business to the general public prior to the 220 Completion Date (the "Operating Retail Space"): (i) said easement and other rights granted herein shall terminate with respect to the Operating Retail Space and any exterior access thereto; and (ii) 220 Owner shall, to the extent possible, restrict its construction equipment and activities to those portions of the Total Tract that will not interfere with the business of the occupant of the Operating Retail Space, or block access to or the visibility of the Operating Retail Space.

Subject to the terms of Section 18.1, with respect to, and in connection with, any exterior or interior changes to be made to the 220 Parcel (pursuant to Sections 1.2 and 1.3 above), from time to time, after the initial construction of the 220 Parcel and the 220 Improvements, Retail

Owner hereby grants 220 Owner a temporary, non-exclusive easement to enter the Retail Parcel for the purpose of constructing said changes. The easements and all other rights granted to 220 Owner in or by the provisions of this paragraph shall exist from the commencement of said changes to the 220 Parcel until the completion thereof.

If, in the performance of said construction, 220 Owner causes any damage to the Retail Parcel, the Retail Improvements, the Shared Equipment or the Common Improvements, 220 Owner shall, at its sole cost and expense, promptly repair and restore the damage thereto.

5.5 Emergency Access. Retail Owner hereby grants to 220 Owner, and its tenants, contractors, licensees, invitees, permittees and guests, a non-exclusive easement for ingress and egress by persons, materials and equipment in an Emergency Situation on, over, across and through the Loading Dock, Service Corridors and any hallways and stairwells necessary for emergency ingress and egress. For purposes of this Declaration, "Emergency Situation" means: (a) a situation impairing or imminently likely to impair structural support or any Improvements critical to the operation of the Building as a whole or to the operation of any component part thereof; (b) a situation causing or imminently likely to cause bodily injury to persons or substantial physical damage to all or any portion of the Building or any property within or about the Building; or (c) a situation which materially interferes with the beneficial use by any Owner of its Parcel. The duration of an Emergency Situation shall be deemed to include the time reasonably necessary to remedy the Emergency Situation.

5.6 Property Benefited. The easements granted in this **Article 3** are for the benefit of and appurtenant to the 220 Parcel, are perpetual (except as otherwise provided in Section 5.4 above) and run with the land.

## **ARTICLE 6 FURTHER RIGHTS RESERVED**

6.1 Changes in Use. Except as expressly prohibited or limited by other provisions of this Declaration, including, but not limited to, Sections 7.3 and 7.4, each Owner shall have the right to change, from time to time, the use of those portions of the Improvements owned by such Owner in any manner as such Owner may desire, provided only that: (i) there shall be no material interference with the easement rights granted herein to the other Owner, (ii) each Parcel shall remain restricted and limited to any uses permitted by the applicable zoning ordinance (or such variances, special use permits or other authorizations or approvals which may be obtained), and (iii) the Condominium 200 Parcel, 120 Parcel and 220 Parcel shall remain restricted and limited to residential apartment and condominium uses (including ancillary parking and certain ancillary uses customary to developments of similar nature and quality, including without limitation, valet laundry services).

6.2 Signs, Lights and Awnings. Notwithstanding anything contained herein to the contrary, Retail Owner shall have the sole and exclusive right to place and maintain awnings, lighting, signs and other similar types of displays (collectively, the "Signs") on the entire exterior and façade of the Building for any purpose including business identification of the Retail Owner and for each retail business established in the Retail Parcel displaying the name or trade name of such business. Each of Condominium 200 Owner, 120 Owner and 220 Owner hereby grants to

Retail Owner and its tenants a perpetual exclusive easement and right to install, own, use, maintain, repair and replace Signs on those portions of the Building located within the Condominium 200 Parcel, 120 Parcel or 220 Parcel, as applicable. Retail Owner shall at all times observe, comply with, and abide by the zoning ordinance (subject to any variances, special use permits or other relief therefrom that may be obtained from time to time) and any other applicable law applicable to the Signs. The Retail Owner shall have the right to change any then existing Signs, including the type or size thereof. The Condominium Owner, 120 Owner and 220 Owner shall only have the signage as is placed on the Building from the original construction. If the Condominium 200 Owner, 120 Owner or 220 Owner desires to install any Signs on that portion of the Building located within the Condominium 200 Parcel, 120 Parcel or 220 Parcel, as applicable, the type and location of such Signs shall be approved in advance by the Retail Owner and such approval may be withheld in its sole discretion. Subject to the foregoing, each Owner shall, at its sole cost and expense, inspect, maintain, repair and replace, as and when necessary, its Signs. Declarant may install all signs, lights and awnings or similar displays in its sole discretion so long as the same comply with all applicable laws and ordinances.

6.3 Rules and Regulations. Subject to all the terms and conditions of this Declaration, and except to the extent (if any) expressly prohibited or limited by other provisions of this Declaration, with respect to the particular portion of the Building owned by each Owner, such Owner shall have the right to make and adopt from time to time reasonable rules and regulations, which shall only be applicable to the respective Parcel owned by the Owner that adopts such rules and regulations, for the protection and welfare of those tenants, invitees, licensees and other occupants of that portion of the Building owned by such Owner, provided such rules and regulations do not diminish, impede, impair or interfere with the other Owner's use or enjoyment of its Parcel or of the easements or rights granted to it by this Declaration. This Section shall not be construed to permit any impairment of the easements or other rights and privileges created by this Declaration.

6.4 Easements for Encroachments. There is hereby granted in favor of each Owner, a perpetual exclusive easement for the ownership, operation and maintenance of Improvements which hereafter encroach upon another Owner's Parcel (the "Other Parcel"), but only to the extent that said encroachments are caused by unintentional minor deviations in construction or the shifting or settling of the Improvements and do not cause damage to, or impede or impair the use of, the Improvements on the Other Parcel. In addition, to the extent the Improvements once constructed, materially encroach upon the Other Parcel in such a manner as to materially reduce the other Owner's use of its Parcel, an easement is hereby granted to maintain the Improvements in such location, but such grant shall not restrict the other Owner's rights to sue for any damages resulting therefrom. Notwithstanding the foregoing, a valid easement for an encroachment shall in no event be created in favor of any Owner if such encroachment occurred due to the willful conduct of said Owner.

6.5 Ingress-Egress Easement. Each Owner ("Grantor") hereby grants to the other Owner (and its tenants, employees, contractors, invitees and guests) ("Grantee"), a perpetual non-exclusive easement for ingress and egress to and from Grantee's Parcel by persons, materials and equipment on, over and across those sidewalks and driveways located on the Grantor's Parcel, if any.

**ARTICLE 7**  
**COVENANTS AND RESTRICTIONS**

7.1 Zoning. With respect to the current City of Omaha Zoning Code (the "Zoning Ordinance"), the parties covenant and agree as follows:

(A) The Retail Parcel and the Condominium 200 Parcel, 120 Parcel and 220 Parcel shall at all times constitute a single lot or parcel for the sole purpose of zoning and obtaining building permits. Prior to the date on which a temporary certificate of occupancy for the common elements of the Condominium 200 Parcel, and for the 120 Parcel and 220 Parcel is received from the local municipal or governing agency (such date being hereinafter referred to as "Project Completion"), the parties hereto covenant and agree that applications for building permits for the Project may be filed and processed solely by the Retail Owner. The parties hereto covenant and agree that in connection with any applications for building permits and other similar permits that Retail Owner files and processes prior to Project Completion in order to enable it to construct the Project in accordance with the Plans and as contemplated by the provisions of this Declaration, the Condominium 200 Owner, 120 Owner and 220 Owner hereby authorize the Retail Owner to file and process any such applications on its behalf and to act as its duly authorized attorney-in-fact, such power of attorney being a power coupled with an interest, execute, deliver, and file such applications as may be in furtherance of such aforesaid purposes.

(B) Nothing contained in this Section 7.1 or elsewhere in this Declaration shall be construed or applied so as to limit or restrict in any way the right or authority of Retail Owner (or its tenants), at any time or from time to time (and without regard to whether construction of the entire Building or any other of the Improvements has been completed), unilaterally and without the consent, approval or joinder of any other Owner, to (i) apply for, process and receive any building permits (or other permits, licenses or approvals) for interior or exterior improvements in or on the Retail Parcel, any certificates of occupancy (whether partial, complete, conditional, final or other) relating to all or any part of the Improvements exclusively on or entirely within the Retail Parcel, or any other governmental licenses or permits relating solely to the Retail Parcel, including, without limitation, a license or permit for outdoor dining on the Retail Parcel; (ii) apply for and receive any variations in the application of the Zoning Ordinance or any special use permits relating to the Retail Parcel which do not violate any express prohibitions or restrictions set out in this Declaration, provided that such action does not cause the Condominium 200 Parcel, 120 Parcel and 220 Parcel not to comply with the Zoning Ordinance; or (iii) use, occupy, possess, lease or otherwise deal with, in a manner that does not violate any express provision of this Declaration, the Retail Parcel or any Retail Improvements situated exclusively or entirely within the Retail Parcel at any time or from time to time. Condominium 200 Owner, 120 Owner and 220 Owner shall not oppose publicly or otherwise any request Retail Owner may make to any governmental authority for any building permits, certificates of occupancy or other licenses or permits (including, without limitation, special use permits and zoning variances) authorizing, permitting or relating to Retail Owner's use or occupancy of the Retail Parcel or any Retail Improvements thereon or therein, in a manner that does not violate any express provision of this Declaration, provided that such action does not change the zoning designation for the Condominium 200 Parcel, 120 Parcel and 220 Parcel or cause the Condominium 200 Parcel, 120 Parcel and 220 Parcel not to comply with the Zoning Ordinance.

(C) After Project Completion, applications for building permits or for variations in the application of the Zoning Ordinance or any special use permits which do not violate any of the terms or provisions of this Declaration may be filed and processed solely by the Owner of the Parcel requesting or wishing to file such application and shall not require the joinder of the Owner of the Other Parcel, provided that such action does not change the zoning designation for any Other Parcel or cause any Other Parcel not to comply with the Zoning Ordinance or any other applicable law or code. The applicant shall furnish the Owner of the Other Parcel with a copy of such application prior to any such filing or processing.

7.2 Association as Owner. Each Owner hereto covenants and agrees that if all or any part of such Owner's interest in its Parcel (the "Submitted Parcel") is hereafter submitted to the provisions of the Condominium Property Act of the State of Nebraska, as amended from time to time, or to any other form of condominium ownership authorized by applicable law (the "Condominium Act") the association of all of the condominium unit owners of the Submitted Parcel (the "Association") acting through a duly elected management board or other body administering such Association in accordance with the Condominium Act (the "Board of Managers"), shall have the power and authority to act for and bind all the individual condominium unit owners with respect to all the provisions, terms and conditions of this Declaration. For all purposes of this Declaration, from and after such time as a Parcel is or becomes a Submitted Parcel, the Association shall be deemed to be the "Owner" of the Submitted Parcel, with all the rights, obligations, duties, liabilities and responsibilities of said Owner together with the benefits and burdens of the easements granted in this Declaration. In connection therewith and with this Section 7.2, the Association, through its Board of Managers, shall have whatever powers and authorities are granted in this Declaration to the Owner of the Submitted Parcel. However, notwithstanding the preceding provisions of this Section 7.2 or any other contrary provision of this Declaration, from and after such time as a Parcel is or becomes a Submitted Parcel, any and all liens, charges, security interests or encumbrances of any kind whatsoever (collectively, "Liens") which Article 6 of this Declaration provides is to be a Lien against or upon a Parcel shall automatically also become and be at all times a Lien upon the entire Submitted Parcel and all components thereof and interests therein, including (without limitation) the fee interest (and all other ownership interests) in each and every condominium unit in or comprising the Submitted Parcel. The provisions of the preceding sentence shall govern and control over all inconsistent or contrary provisions of this Declaration.

7.3 Restrictions on Use of Condominium 200 Parcel, 120 Parcel and 220 Parcel. The Condominium 200 Owner, 120 Owner and 220 Owner covenants and agrees that without the prior written consent of Retail Owner, the Condominium 200 Parcel, 120 Parcel and 220 Parcel will be used solely for private, single-family residential apartments or condominium units, as applicable (including parking spaces therefor) and ancillary related uses in accordance with the Zoning Ordinance. The Condominium 200 Owner, the 120 Owner and the 220 Owner further covenant and agree that they shall not occupy or use the Condominium 200 Parcel, the 120 Parcel and the 220 Parcel (or permit the use or occupancy of the Condominium 200 Parcel) for any purpose or in any manner which: (i) is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule (including the Board of Fire Underwriters); (ii) may be dangerous to persons or property; or (iii) may create a nuisance to any other occupant of the Building or neighboring property or injure the reputation of the Building. The Retail Owner further covenants and agrees that it shall not occupy or use the Retail Parcel

(or permit the use or occupancy of the Retail Parcel) for any purpose or in any manner which: (i) is unlawful or in violation of any applicable legal, governmental or quasi-governmental requirement, ordinance or rule (including the Board of Fire Underwriters); (ii) may be dangerous to persons or property; or (iii) may create a nuisance to any other occupant of the Building or neighboring property or injure the reputation of the Building.

7.4 No Overloading. Each Owner does hereby covenant and agree that it will not permit that portion of the Building constructed on and located within its Parcel to be used or occupied so as to exceed the load-bearing capacity for said portion of the Building as designed and constructed.

7.5 Damage to and Repair of Improvements; Apportionment of Costs. Except as otherwise provided in this Section, each Owner shall cause that portion of the Improvements located in its Parcel always to be in good condition and repair. If any portion of the Improvements is damaged or destroyed by fire or other casualty, any repair, restoration or construction performed in connection therewith shall comply with all of the following standards: (a) such repair, restoration or construction shall result in improvements as architecturally, functionally and aesthetically identical as is practically possible to the Improvements existing prior to such damage or destruction, unless prohibited by law or unless the Owners unanimously agree otherwise; (b) to the extent reasonably possible, such repair, restoration or construction work shall be carried out in such manner as not to interfere materially with any of the easements herein granted to either Owner, and the Improvements as repaired, restored or constructed shall be such as fully to permit and facilitate the originally-intended benefits, use and enjoyment of all of, and as not to diminish, limit, interfere with or adversely affect in any way any of, the easements and other rights herein granted to any Owner; (c) such construction shall not have any material adverse effect on the structural integrity of any portion of the Improvements; and (d) the improvements as so repaired, restored or constructed shall not violate the Zoning Ordinance or any other applicable laws. Each Owner hereto shall, with due diligence, repair, rebuild and restore that portion of the Improvements damaged or destroyed by fire or other casualty which is located within its Parcel (or shall cause the same to be done), and shall do so in compliance with the foregoing standards. Notwithstanding any of the foregoing provisions of this Section to the contrary, it is mutually understood and agreed that:

(A) Retail Owner shall own, and pay and be solely responsible for the maintenance, repair and replacement of all of the Retail Owner's Equipment, utility lines, and all pipes, wires, cables and other facilities used to make its connections referred to in Section 2.3 and other related improvements, wherever located, pursuant to the provisions of Section 2.3. Retail Owner covenants and agrees that it will keep all such equipment, utility lines and other improvements in good and safe condition and repair. If Retail Owner operates a restaurant on the Retail Parcel, the Retail Owner's maintenance obligations shall include all waste and exhaust systems, piping, fans, ducts, and related equipment serving solely the Retail Parcel.

(B) Condominium 200 Owner shall own, and pay and be solely responsible for the maintenance, repair and replacement of all of the Condominium 200 Owner's Equipment, utility lines, and all pipes, wires, cables and other facilities used to make its connections referred to in Section 3.3 and other related improvements, wherever located, pursuant to the provisions of

Section 3.3. Condominium 200 Owner covenants and agrees that it will keep all such equipment, utility lines and other improvements in good and safe condition and repair.

(C) 120 Owner shall own, and pay and be solely responsible for the maintenance, repair and replacement of all of the 120 Owner's Equipment, utility lines, and all pipes, wires, cables and other facilities used to make its connections referred to in Section 3.3 and other related improvements, wherever located, pursuant to the provisions of Section 3.3. 120 Owner covenants and agrees that it will keep all such equipment, utility lines and other improvements in good and safe condition and repair.

(D) 220 Owner shall own, and pay and be solely responsible for the maintenance, repair and replacement of all of the 220 Owner's Equipment, utility lines, and all pipes, wires, cables and other facilities used to make its connections referred to in Section 3.3 and other related improvements, wherever located, pursuant to the provisions of Section 3.3. 220 Owner covenants and agrees that it will keep all such equipment, utility lines and other improvements in good and safe condition and repair.

(E) Each Owner shall be solely responsible for the finishing, maintenance, repair and replacement of those surfaces of the common walls, ceilings and floors, if any, referred to in Sections 2.2 and 3.2, which serve as part of the interior of that portion of the Building within such Owner's Parcel. Without limiting the generality of the foregoing, the parties acknowledge that the parking garage ramps and surfaces located in the Total Tract, including any waterproof membrane therein, shall be the sole responsibility of the Condominium 200 Owner, 120 Owner and 220 Owner.

(F) The Retail Owner shall inspect, maintain, repair and replace the Shared Equipment and Common Improvements (both as hereinafter defined), wherever located in the Building, with the direct actual cost attributable to any such inspection, maintenance, repair and replacement (the "Shared Cost") to be shared proportionately between the parties hereto in accordance with the Common Maintenance Percentages (as defined below), unless such cost is incurred due to the action or inaction of one of the Owners (or its tenants, contractors, licensees, invitees, permittees and guests) in which event the responsible Owner shall pay such cost. The Condominium 200 Owner, 120 Owner and 220 Owner shall pay its proportionate share of the Shared Cost to the Retail Owner within thirty (30) days after receipt of written notice detailing the nature of the work performed and the amount of the Shared Cost. Unless otherwise agreed to in writing by the Owners, the Owners shall not be required to pay all or any portion of its proportionate share of the Shared Cost prior to such work being performed and completed. In the event that the Retail Owner desires to use its personnel to perform any inspection, maintenance, repair or replacement services relating to the Shared Equipment or Common Improvements, the Shared Cost of such services, as determined by the Retail Owner, shall be approved in writing by the other Owners prior to the performance of said services, such approval not to be unreasonably withheld or delayed. Notwithstanding the foregoing, each Owner shall inspect, maintain, repair, replace, and clean, as and when necessary, at its sole cost and expense, entry doors and hardware (including glass), windows (including glass), landscaping and associated fencing (other than Common Improvements), and light bulbs located on that portion of the Building situated within such Owner's Parcel. Each Owner, at its sole cost and expense, shall keep its Parcel clean and free of insects, rodents, vermin, and other pests or unhealthy conditions. To insure compliance,

each Owner (or their respective tenants) shall cause extermination services, including treatment for insects, spiders, rats, mice, moles, and other rodents, to be provided to their respective Parcel by a reputable exterminator on a monthly basis, or more often as required. For purposes of this Declaration, (i) "Shared Equipment" shall mean the equipment that services more than one Parcel as listed on **Exhibit E** attached hereto and made a part hereof or as set forth on the Plans, including such other equipment (either similar or functionally equivalent) which may, from time to time, replace said equipment and/or any structural components of the Improvements which affect more than one Parcel; (ii) "Common Improvements" shall mean those improvements that benefit more than one Parcel as listed on **Exhibit L** attached hereto and made a part hereof or as set forth on the Plans, including such other improvements (either similar or functionally equivalent) which may, from time to time, replace said improvements; and (iii) "Common Maintenance Percentages" shall mean 15.75% with respect to the Retail Owner, and 31.39% with respect to the Condominium 200 Owner, 26.43% with respect to the 120 Owner and 26.43% with respect to the 220 Owner. In the event Shared Equipment or Common Improvements are shared by less than all of the Owners, the Shared Cost shall be allocated between the involved Owners in the percentages their parcels bear to each other, assuming their percentages total 100% under the preceding section.

(G) The Owners agree that the utilities of each Owner, including, but not limited to, the exterior lighting and Signs, shall, to the maximum extent possible, be separately metered and separately paid for by each such Owner. To the extent that any utilities servicing more than one Parcel cannot reasonably be separately metered, said utility costs shall be paid proportionately by the parties hereto in accordance with the Common Maintenance Percentages or if less than all Parcels, their proportionate share in the percentages their parcels bear to each other, assuming their percentages total 100% under the subsection (F) above.

(H) If all or a substantial part of the Condominium 200 Improvements, 120 Improvements or 220 Improvements constructed or situated in or on the Condominium 200 Parcel, 120 Parcel or 220 Parcel, respectively, is damaged or destroyed by fire or other casualty, the Retail Owner, the Condominium 200 Owner, the 120 Owner or the 220 Owner, respectively, shall be required, at its sole cost and expense, to restore or replace said Improvements located on its respective Parcel, making such replacements in accordance with the standards set forth in this Section 7.6; provided, however, that the Owner who incurred the casualty shall be released from its obligation to restore or replace said Improvements if a written release from said obligations is obtained from the other Owners, in its sole and absolute discretion. If at any time any Owner so obligated to repair and restore such damage (the "Obligated Owner") shall not proceed diligently with any repair or restoration of such damage which adversely and materially affects an easement in favor of the other Owners or services to be furnished the other Owner under this Declaration, then (i) the other Owners may give written notice to the Obligated Owner specifying the respect or respects in which such repair or restoration is not proceeding diligently and, if, upon expiration of ten (10) days after the receipt of such notice, any such repair or restoration work is still not proceeding diligently, then the other Owner may perform such repair and restoration and may take all appropriate steps to carry out the same; or (ii) in an Emergency Situation, the other Owner may immediately perform such repair or restoration and may take all appropriate steps to carry out the same. The other Owner in so performing such repair and restoration shall be entitled to use any insurance proceeds (and any other monies held for such repair and restoration pursuant to the immediately succeeding paragraph) which are available as



a result of any such damages for application to the cost and expense of any such repair or restoration and shall also be entitled to reimbursement upon demand from the Obligated Owner for all costs and expenses incurred by the other Owner in excess of said insurance proceeds (and any other monies held for such repair and restoration). For purposes of this Subparagraph, architects and engineers' fees, construction manager's fees, attorneys' fees, consultants' fees, title insurance premiums and other similar costs and expense relating to repair or restoration shall be included in the costs and expenses of any such repair or restoration.

If the cost and expense of performing any repair and restoration provided for in this Section shall exceed the amount of available insurance proceeds, if any, paid by reason of the damage, then such excess cost and expense, including the cost of any applicable deductible under the insurance policy (or the entire amount of such cost and expense, if there are no insurance proceeds) shall be borne by the Owners in proportion to the cost and expense of repairing to their former condition their respective portions of the Building, and either Owner may require that the Owners make deposit of security for the payment of their respective share of such excess costs into a joint account or escrow with a mutually-agreeable financial institution or title insurance company located in downtown Omaha, Nebraska.

Upon completion of the repair and restoration of any damage to the Building, any remaining insurance proceeds from the Building Insurance Policy (as defined in Section 7.6 below) paid by reason of such damage shall be refunded to each Owner in proportion to the ratio of insurance proceeds attributed to such Owner's portion of the Building by the insurer to the total insurance proceeds made available by the insurer for the repair and restoration. The right of any Owner to payment of excess insurance proceeds, if any, shall be subject to the rights of the Parcel Mortgagees for such portion of the Building.

#### 7.6 Insurance.

(A) The Owners shall procure and maintain a single policy of Commercial Property Insurance (the "Building Insurance Policy") insuring against loss or damage to the Building, including without limitation all Improvements within the Building (exclusive of betterments and improvements made to the standard-grade condominium units initially offered for sale by Owners of any condominium units in the Building and tenant improvements made to the Retail Parcel) (the "Covered Improvements"), pursuant to an "all risk" or a broad scope of "covered perils" form of coverage (which shall, at a minimum, contain the coverages enumerated in Insurance Services Office, Inc. Broad Causes of Loss Form, together with insurance for loss of rental income or business interruption and extra expense and insurance against boiler and machinery risks, on a comprehensive, blanket basis covering the Building and Covered Improvements on: a repair or replacement basis for an amount not less than one hundred percent (100%) of the Full Insurable Value (as hereinafter defined) of the Building and the Covered Improvements therein. The Full Insurable Value shall be determined from time to time by an appraisal prepared by the insurance company or an independent appraiser chosen by the Owners, the cost of such appraisal to be shared by the Owners proportionately based on the Full Insurable Value of their respective portions of the Building, including the Covered Improvements therein. The Building Insurance Policy shall name the Owners as insureds as their interests may appear. The Building Insurance Policy shall be written on a repair and replacement cost basis with agreed amount endorsements in lieu of any coinsurance clauses, if reasonably available. Each

Owner shall be responsible to pay its proportionate cost of the premiums payable with respect to the Building Insurance Policy proportionately based on the Full Insurable Value of their respective portions of the Building, including the Covered Improvements therein. For purposes of this Section, "Full Insurable Value" means actual replacement cost of the Building and the Covered Improvements therein, exclusive of the cost of: (i) excavation, foundations and footings below the lowest basement floor; (ii) betterments and improvements made to the standard-grade condominium units initially offered for sale by Condominium 200 Owner or the residences in the 120 Parcel and 220 Parcel; and (iii) tenant improvements made to the Retail Parcel.

(B) The Owners shall procure and maintain a single commercial general liability insurance policy covering claims for personal and bodily injury, death or property damage occurring in, on, within, upon or about the Total Tract, or any portion thereof, or as a result of operations thereon or the actions of any Owner or its lessees, agents or employees. Such insurance shall be maintained in such amounts as from time to time shall be carried by those multi-use buildings of similar size and class as the Building within the downtown area of Omaha, Nebraska, but in all events with limits of not less than \$1,000,000 per occurrence with additional umbrella liability insurance coverage of not less than \$10,000,000, if reasonably available. The commercial general liability insurance policy shall name the Owners as insureds as their interests may appear. Each Owner shall be responsible to pay its proportionate cost of the premiums payable with respect to such policy proportionately in accordance with the Common Maintenance Percentages.

(C) Insurance policies required by this Section shall be purchased from insurance companies authorized and licensed to transact business in the State of Nebraska who shall have a current A.M. Best's Rating of "A-" or better and an A.M. Best's Financial Size Category of not less than VIII.

(D) All of the policies of insurance required to be obtained by the Owners pursuant to this Section: (i) shall provide that the knowledge or acts or omissions of any insured party shall not invalidate the policy as against any other insured party or otherwise adversely affect the rights of any other insured party under such policy; (ii) shall provide by endorsement or otherwise, that the insurance shall not be invalidated should any of the insureds under the policy waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property insured under the policy; and (iii) shall provide for a minimum of thirty (30) days' advance written notice of cancellation, non-renewal or material modification thereof, except as otherwise provided by law.

(E) Limits of liability or types of insurance specified in this Section shall be reviewed by the Owners no less often than annually at least thirty (30) days before the expiration of each policy to determine if such limits, deductible amounts and types of insurance are reasonable and prudent in view of the type, place and amount of risk to be transferred, are in compliance with this Section and whether, on a risk management basis, additional types of insurance or endorsements against special risks should be carried or whether required coverages or endorsements should be deleted. Initially, deductible amounts for insurance required under subparagraphs (A) and (B) above shall not exceed \$10,000. Such limits shall be increased or decreased, deductible amounts increased or decreased, or types of insurance shall be modified, if justified, based upon said annual review, and upon the approval of any such increase, decrease or

modification by the Owners, the Owners shall, at any Owner's election, execute an instrument in recordable form evidencing such increase, decrease or modification, which any Owner may record with the Recorder as a supplement to this Declaration; provided that no agreement regarding a decrease in limits of liability, an increase in the deductible amounts, or elimination of any types of coverages shall be effective without the written consent of the Owners and the Parcel Mortgagees (as defined in Section 18.3).

(F) Should any Owner fail to pay its share of the premiums or other costs for any of the joint policies, then the other Owner may pay the defaulting Owner's share of such costs in which event the other Owner shall have the remedies stated in **Article 8** hereof.

(G) Provided that such a waiver does not invalidate the respective policy or policies or diminish or impair the insured's ability to collect under such policy or policies or unreasonably increase the premiums for such policy or policies unless the party to be benefited by such waiver pays such increase, and without limiting any release or waiver of liability or recovery contained elsewhere in this Declaration, each of the Owners, for itself and for each party claiming under, by or through such Owner, hereby waives all claims for recovery from the other Owners for any loss or damage to any of its property insured (or required hereunder to be insured) under valid and collectible insurance policies to the extent of any recovery collectible (or which would have been collectible had such insurance required hereunder been obtained) under such insurance policies plus any deductible amounts.

7.7 Lien Claims. If, by reason of labor or material furnished or claimed to have been furnished to or on behalf of or at the request of another Owner ("Benefited Party"), any mechanic's, materialman or similar lien or liens shall be placed, at any time or times, upon any part of the Parcel owned by or easements benefiting another Owner, the Benefited Party covenants and agrees that it will: (i) notify the other Owner of the existence of such lien promptly after learning of its existence; and (ii) within thirty (30) days after its receipt of written demand to do so from the other Owner, cause said lien or liens to be released, bonded over or title insured over in a manner reasonably satisfactory to the other Owner and, if the other Owner's Parcel is encumbered by a Parcel Mortgage (as hereinafter defined in Section 18.3), cause said lien or liens to be contested in the manner specified in such Parcel Mortgage. If the Benefited Party fails to comply with the provisions of the preceding sentence within the time period provided for therein, the other Owner may, after giving thirty (30) days prior written notice thereof to the Benefited Party and the failure of the Benefited Party to cure within such thirty (30) day period, pay all amounts necessary to release such lien or liens (but only if it obtains, and duly records in the appropriate real estate records of Douglas County, Nebraska, a recordable full, complete and final waiver, release and satisfaction of such lien or liens duly executed and acknowledged by all holders of such liens) without inquiry as to the validity thereof and it shall then be entitled to reimbursement from the Benefited Party for such payment in accordance with the provisions of **Article 8**.

## **ARTICLE 8 REMEDIES**

8.1 Reimbursement and Liens. Any Owner required to pay the other Owner by the terms of this Declaration shall do so within ten (10) business days after its receipt of a written

demand therefor accompanied by such backup or supporting documentation (including, without limitation, invoices, statements for payment, and receipts or other evidences of payment), if any, as the Owner from whom payment is demanded may reasonably request. If at any time any Owner shall fail within such ten (10) day period to pay the other Owner then demanding such payment ("Damaged Party") any amount which the defaulting Owner is obligated to pay the Damaged Party pursuant to this Declaration, then, in addition to any other rights or remedies, the Damaged Party shall have a lien, upon the recording of a notice of lien in the office of the Recorder of Deeds of Douglas County, Nebraska against the Parcel owned by the Defaulting Owner to secure payment of such amount and to secure payment of all interest accruing thereon pursuant to the provisions of Section 8.2. The notice of lien shall identify this Declaration, the original parties hereto, the date of recording this Declaration in said office and the recording number of such recording and state the name of the Damaged Party, the name of the defaulting Owner, the amount then due the Damaged Party, and the Parcel (by its legal description) to which such lien is to attach. Said lien shall remain in full force and effect until such amount and interest are paid in full or it has otherwise been released pursuant to a recordable written instrument of full, complete and final release signed by the Damaged Party. Said lien may be foreclosed by a proceeding in equity or at law, all as provided by, and in accordance with, applicable law.

8.2 Interest. In event of the failure of the Defaulting Party (as defined in Section 8.4 below) to so pay the Damaged Party within said ten (10) day period, interest shall accrue on the unpaid amount from the date of such demand to the date of such payment at an annual rate equal to the lesser of (a) the highest rate of interest permitted by law or (b) a rate equal to two (2) points above the Prime Rate or Corporate Base Rate in effect from time to time during such period of non-payment at Mutual of Omaha Bank, or its successor.

8.3 Priority of Liens. The liens provided for in Section 8.1 shall take precedence and have priority over any mortgage or other encumbrance which may be a lien on the Parcel and Improvements owned by the Defaulting Party, other than a mortgage or trust deed recorded prior to the recording of the notice of lien as hereinafter provided, irrespective of whether the amounts secured by such mortgage or trust deed are disbursed before or after the recording of said notice of lien.

8.4 Other Remedies. In addition to the remedies stated in this Declaration, if at any time any Owner shall fail, after the expiration of ten (10) business days after receiving written notice of a payment default, to make any payment required to be made hereunder or, after the expiration of thirty (30) days after receiving written notice of a non-payment default, to perform any other covenants or agreements herein contained (the "Defaulting Party"), then the other Owner(s), collectively or individually, as the case may be, shall have (subject to the limitations in Section 8.5): (i) all rights and remedies at law or in equity, including, but not limited to, the right to specifically enforce such covenant or agreement or the right to enjoin such violation; and (ii) in the case of a non-payment default, upon prior written notice given to the Defaulting Party, the right to perform any obligation as to which the Defaulting Party is in default, which in such event (a) the other Owner(s) shall have a temporary non-exclusive easement of access on and across the Defaulting Party's Parcel to the extent reasonably necessary to perform the Defaulting Party's obligation, and (b) all costs and expenses reasonably incurred by the other Owner(s) in performing such defaulted obligation shall be payable to the other Owner(s) in accordance with

Section 8.1 above. Notwithstanding anything to the contrary contained in the preceding sentence, if any such non-payment default cannot be reasonably cured within the thirty (30) day cure period, such failure shall not constitute an event of default hereunder so long as the Defaulting Party promptly commences to cure such default after notice from the other Owner(s) and thereafter continuously prosecutes the curing of such default to completion. In addition, in the event of a final judicial determination of default hereunder, the non-prevailing Owner(s) shall be obligated to pay all costs and expenses, including, but not limited to, reasonable attorneys' fees, incurred by the prevailing Owner(s) in successfully enforcing or defending an action pursuant to or in connection with this Declaration.

8.5 Limitation of Liability. The enforcement of any rights or obligations contained in this Declaration against any Owner shall be limited to the interest of such Owner in its Parcel and the Improvements located thereon. No judgment against any Owner shall be subject to execution on, or be a lien on, any property or assets of such Owner other than that Owner's interest in its Parcel and the Improvements located thereon.

## **ARTICLE 9 ESTOPPEL CERTIFICATES**

Each Owner (the "Certifying Owner") shall, from time to time at reasonable intervals (and in no event more frequently than once in any period of 180 consecutive days), within ten (10) business days after written request from any other Owner (the requesting Owner having a reasonable business purpose therefor (which purpose shall be described in such written request)), execute, acknowledge and deliver to the requesting Owner, a certificate stating:

(A) That the terms and provisions of this Declaration are unmodified or, if modified, identifying the modification agreements;

(B) Whether the Certifying Owner has actual knowledge of, or has given the requesting Owner written notice of the existence of any default hereunder by the requesting Owner which has not yet been cured and, if so, specifying the nature and extent of such default;

(C) The total amount of all liens (if any) then being asserted hereunder by the Certifying Owner against the requesting Owner: and

(D) Such other matters as may be reasonably requested.

## **ARTICLE 10 NOTICES**

All notices, demands, elections, consents, approvals or other communications required, permitted or desired to be given or served hereunder shall be in writing and shall be delivered personally, or sent by United States registered or certified mail, postage prepaid, return receipt requested, or by overnight express courier, postage prepaid, and addressed to the parties at their respective addresses set forth below and the same shall be effective upon receipt if delivered personally or by overnight express courier, or three (3) business days after deposit if mailed.

If to the Retail Owner: East Campus Realty, LLC  
Mutual of Omaha Plaza  
Omaha, NE 68175  
Attn: President

If to the Condominium 200 Owner: Midtown Crossing Building 200 Condominium  
Association  
c/o East Campus Realty, LLC  
Mutual of Omaha Plaza  
Omaha, NE 68175  
Attn: President

If to the 120 Owner: East Campus Realty, LLC  
Mutual of Omaha Plaza  
Omaha, NE 68175  
Attn: President

If to the 220 Owner: East Campus Realty, LLC  
Mutual of Omaha Plaza  
Omaha, NE 68175  
Attn: President

Either Owner may change its address for receipt of notices hereunder by written notice given to the other Owner at least ten (10) business days prior to the effective date of such change, which notice shall specify its new notice address (which must be in the United States of America and which must be not greater than three in total number of names and their respective addresses). So long as any Parcel is subject to the Condominium Act, (i) the other Owner may, but shall not be obligated to, give personal notice to any individual condominium unit owner, homeowner, notice to the Association, through its Board of Managers, shall be deemed sufficient, and (ii) the Association alone, through its Board of Managers, shall be empowered to give notice on behalf of any or all individual condominium unit owners under this Declaration, which notice shall be binding on the individual condominium unit owners.

## **ARTICLE 11 REAL ESTATE TAXES**

11.1 Tax Division. When separate real estate tax bills are received, (i) the Condominium 200 Owner shall pay the real estate taxes, special assessments and any and all other taxes and assessments of every kind or nature levied upon all or any portion of the Condominium 200 Parcel, (ii) the 120 Owner shall pay the real estate taxes, special assessments and any and all other taxes and assessments of every kind or nature levied upon all or any portion of the 120 Parcel (iii) the 220 Owner shall pay the real estate taxes, special assessments and any and all other taxes and assessments of every kind or nature levied upon all or any portion of the 220 Parcel, and (iv) the Retail Owner shall pay the real estate taxes, special assessments and any and all other taxes and assessments of every kind or nature levied upon all or any portion of the Retail Parcel. Each owner of a condominium unit located within a Submitted Parcel shall pay the

real estate taxes, special assessments, and any and all other taxes and assessments of every kind or nature levied upon his or her unit ownership.

#### 11.2 Apportionment of Real Estate Taxes.

(A) At any time that the Condominium 200 Parcel, 120 Parcel, 220 Parcel and the Retail Parcel are not separately assessed and taxed, each Owner shall pay its respective portion of such real estate taxes, special assessments and any and all other taxes and assessments of every kind or nature levied upon or with respect to the Total Tract. The Retail Owner will allocate taxes to the Condominium 200 Parcel, 120 Parcel, 220 Parcel and Retail Parcel proportionally based upon the Common Maintenance Percentages, except in the event a certificate of occupancy is issued for only one of the Parcels, in which event the tax allocation shall be subject to equitable adjustment as agreed to by the Owners.

(B) Upon receipt of the undivided real estate tax bills for the Total Tract, Retail Owner shall promptly forward a copy of same to Condominium 200 Owner, 120 Owner and 220 Owner together with Retail Owner's initial determination of their respective shares of such tax bills pursuant to the apportionment method stated in subparagraph (A) above. Condominium 200 Owner, 120 Owner and 220 Owner shall provide written notice within ten (10) business days of its receipt of such determination of any objection(s) thereto, in which event Condominium 200 Owner, 120 Owner, 220 Owner and Retail Owner shall cooperate with each other and reach a fair and reasonable agreement as to the determination of their respective shares of such tax bills. In the event Condominium 200 Owner, 120 Owner or 220 Owner do not provide any such written notice of objection, Condominium 200 Owner, 120 Owner and 220 Owner shall deliver to Retail Owner a cashier's or certified check made payable to the Douglas County Collector for its allocable share of the tax bills within ten (10) days after the objection period expires. Retail Owner shall no later than fifteen (15) days prior to the due date for such payment, forward such check from Condominium 200 Owner, 120 Owner and 220 Owner together with Retail Owner's share of the undivided tax bill to the Douglas County Collector and shall forward a copy of the receipt for same to Condominium 200 Owner, 120 Owner and 220 Owner when it is received. In the event an Owner shall fail to pay its share of any tax or other charge which is due and which such Owner is obligated to pay pursuant to this **Article 11**, such non-paying Owner shall be liable for the amount of such Owner's share of the tax or other charge, including the amount of any interest or penalty amounts accrued thereon.

(C) If Retail Owner attempts to obtain a lowering of the assessed valuation upon the Total Tract or takes other action for the purpose of reducing taxes thereon with respect to any period prior to the time that the Condominium 200 Parcel, 120 Parcel, 220 Parcel and the Retail Parcel are separately assessed and taxed, Condominium 200 Owner, 120 Owner and 220 Owner shall cooperate with Retail Owner in such attempt and shall share in the costs incurred in proportion to its share of the real estate taxes. Any refund received as a result of such action shall be apportioned between Condominium 200 Owner, 120 Owner, 220 Owner and Retail Owner in the same manner as the real estate taxes are shared. Nothing contained herein shall affect the independent right of each Owner to protest taxes and other charges to the extent the same affect only such Owner's Parcel.

11.3 Failure to Pay Taxes. If, prior to the time separate tax bills are obtained, any Owner (the "Defaulting Owner") shall fail to pay any tax or other charge, or share thereof, which is due and which the Defaulting Owner is obligated to pay pursuant to this **Article 11**, and if such unpaid tax or charge is a lien or encumbrance on the portion of the Total Tract owned by the other Owner, or if any lawful authority would have the right to sell or otherwise foreclose against the portion of the Total Tract owned by the other Owner or extinguish any easement benefiting the other Owner by reason of such nonpayment, or subjects the other Owner to personal liability for the same, then the other Owner may, after ten (10) days' written notice to the Defaulting Owner, pay such tax or charge, or share thereof, together with any interest and penalties thereon, and the Defaulting Owner shall, upon demand, reimburse the other Owner for the amount of such payment, including the amount of any interest or penalty amounts accrued thereon together with interest on the monies advanced by the other Owner from the date of such demand to the date of the Defaulting Owner's payment, at an annual rate equal to the lesser of (a) the highest rate of interest permitted by law, or (b) a rate equal to two (2) points above the Prime Rate or Corporate Base Rate in effect from time to time during such period of non-payment at Mutual of Omaha Bank, or its successor.

11.4 Applicability. Those provisions of this **Article 11** which relate to the issuance of an undivided real estate tax bill for the Total Tract shall only apply to an undivided tax bill issued for the tax year 2010 (and any subsequent tax years for which bills are issued on an undivided basis for the Total Tract).

## **ARTICLE 12 ADDITIONAL EASEMENTS**

The Easements set forth on the survey attached hereto as **Exhibit M**, if any, are granted as set forth thereon.

## **ARTICLE 13 STORAGE AREAS; COMMUNITY ROOM**

13.1 Storage Areas. Certain areas located in the building on the Condominium 200 Parcel are marked Limited Common Elements for Storage ("Storage Areas"). Certain of those Storage Areas are assigned limited common elements to the individual condominium unit owners in the Condominium 200 Parcel. Additional Storage Areas will be assigned by the Declarant to residents of the 120 Parcel and the 220 Parcel pursuant to perpetual rights to use. Easements are hereby granted to the holders of those perpetual rights to use for access, ingress and egress and use of those Storage Areas. Additionally, the Condominium 200 Parcel hereby grants a non-exclusion easement for ingress and egress to the Storage Areas for the resident and/or owners of the 120 Parcel and 220 Parcel. The owners of the perpetual rights to use the Storage Areas shall have the right to use the elevators located in the Condominium 200 Parcel solely for the purpose of accessing the Storage Areas. The Condominium 200 Owner may prescribe reasonable rules and regulations with respect to the Storage Areas as it may deem fit so long as the same do not materially interfere with the access to the Storage Areas by the perpetual right users in the 120 Parcel and the 220 Parcel. Any repairs and/or replacements of any specific Storage Area in the Condominium 200 Parcel shall be the sole responsibility of the owner/perpetual right to use owner of the Storage Area. The maintenance and repair thereof shall be performed by the Condominium 200 Owner and shall be allocated to the party benefited by the ownership or



perpetual right to use of the Storage Area by the Condominium 200 Owner. Payment shall be made to the Condominium 200 Owner within thirty (30) days of invoice of the same. Failure of a party to pay any invoice when presented shall deem them to be treated as a Defaulting Party as set forth in **Article 8** hereof. The Condominium 200 Owner shall have no responsibility or liability for any personal property located in the Storage Areas. The Condominium 200 Owner shall not be considered a bailee of any personal property stored in any Storage Area or security related thereto. The ownership of the Storage Areas in the Condominium 200 Parcel shall be evidenced in the deeds to Condominium Unit Owners in the Condominium 200 Parcel as well as Condominium Unit Owners in the 120 Parcel and 220 Parcel, if, and when the same are converted to condominiums. Additionally, ownership of the Storage Areas can be evidenced by agreements designating a perpetual right to use to be executed by Declarant, copies of which shall be retained by the Retail Owner.

13.2 **Community Room.** Located at the roof level of Condominium 200 Parcel is a Community Room and common area deck ("Community Area") which are for the use of Parcel 120, Parcel 220 and Condominium 200 Parcel jointly. A non-exclusive easement is hereby granted to Parcel 120 and Parcel 220 to access and use the Community Area. Use thereof shall be governed by reasonable rules and regulations as passed by Condominium 200 Owner. The green roof area located adjacent to the Community Area shall be maintained by the Condominium 200 Owner. The Community Area outdoor patio, all furniture and grills related thereto as well as facilities used in connection therewith including, but not limited to, the washroom facilities located therein shall be maintained by the Condominium 200 Owner. All costs and expenses related to the foregoing facilities in this Section shall be allocable to the 120 Owner, the 220 Owner and the Condominium 200 Owner equally. They shall be invoiced by the Condominium 200 Owner to each of the other Owners and payment in connection thereof will be due within thirty (30) days of invoice. Should 120 Owner or 220 Owner fail to remit payment with said thirty (30) day period, they will be deemed a Defaulting Party as set forth in **Article 8** hereof.

## **ARTICLE 14 GARAGE**

14.1 **Garage.** The Condominium 200 Parcel, 120 Parcel and the 220 Parcel each own approximately one-third (1/3<sup>rd</sup>) of the parking garage located on the lower level of the Building ("Garage"). The Owners of the Condominium 200 Parcel, 220 Parcel and the 120 Parcel shall share all costs and expenses related to the maintenance, repair and replacement of the Garage and all equipment related thereto, including security gates and door openers, in equal proportion. Should the repair, replacement or maintenance work be required only in one particular Owner's portion of the Garage, that Owner shall contract for and provide for the maintenance, repair or replacement work to be completed. In the event the repair, replacement or maintenance work involves portions of the Garage owned by one or more Owners, the Owners shall work together to contract for the repair, replacement and/or maintenance work. The Garage, being a commonly used facility among Condominium 200 Parcel, 120 Parcel and the 220 Parcel, shall have all costs and expenses incurred shared equally. In the event maintenance, repair or replacement work in the Garage affects the Improvements, the cost of such maintenance, repair and/or replacement work shall be allocated in the Common Maintenance Percentages set forth in Section 7.5(f) of this Declaration.

14.2 Non-Exclusive Easement for Ingress and Egress. The Owners of Condominium 200 Parcel, 220 Parcel and 120 Parcel each hereby grant to each other a non-exclusive easement for ingress and egress in, over, on, across and through all portions of the Garage necessary to access and/or maintain their respectively owned portions of the Garage.

14.3 Easement for Retail Property in Garage. A non-exclusive easement is hereby granted to the Retail Owner to access the Garage for purposes of installing, maintaining, repairing and replacing lines, equipment, vents and/or other materials needed to service the Retail Property, so long as the same are installed with minimal interference to the use of the Garage and at the Retail Owner's sole cost and expense. The Retail Owner shall repair any and all damage to the Garage caused by installation, maintenance, repair or replacement of any such equipment. This easement shall automatically be adjusted to include any additional equipment installed after the date hereof by the Retail Owner.

**ARTICLE 15**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF**  
**CERTAIN RECIPROCAL RIGHTS AND EASEMENTS FOR MIDTOWN CROSSING**  
**AT TURNER PARK**

The Total Tract is subject to the terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions of Certain Reciprocal Rights and Easements for Midtown Crossing at Turner Park recorded of even date herewith ("Campus REA") which delineates the rights, obligations and privileges of the Declarant with respect to the interrelationship of the Total Tract and the other land located at Midtown Crossing. Each Owner is subject to the terms and provisions of the Campus REA. The Facilities Manager shall be responsible for fulfilling all of the obligations under the Campus REA for the benefit of the Total Tract and providing any services required under the Campus REA. The costs and expenses due to compliance with the Campus REA shall be shared by the Owners in their percentages as set forth in the Expense Percentage Allocation. All use of the Total Tract is subject to and must be in compliance with the terms of the Campus REA.

**ARTICLE 16**  
**ARBITRATION**

16.1 The following matters shall be submitted for arbitration to the American Arbitration Association (the "AAA") pursuant and subject to the provisions of this Article 16:

(A) All disputes, claims or controversies arising under this Declaration involving an amount not exceeding \$250,000 (in 2008 equivalent dollars) which shall not be resolved within sixty (60) days after same have arisen; and

(B) All other matters which are required or permitted under the provisions of this Declaration to be submitted for, or determined by, arbitration.

Any such dispute, claim, controversy or matter is referred to herein as a "Matter". Arbitration of any Matter shall be initiated by any Owner making a written demand therefor by giving written notice thereof to the other Owners and by filing a copy of such demand with the AAA. The AAA shall have jurisdiction upon the giving of such notice and the filing of such demand. Any such

arbitration shall be held in Omaha, Nebraska, and shall be conducted and completed in an expeditious manner and without delay.

16.2 Unless otherwise agreed to in writing by the parties to the arbitration, within twenty (20) business days after the notice demanding arbitration has been given, the parties shall jointly designate one arbitrator to resolve the Matter. If the parties fail to designate the arbitrator within such time period, an arbitrator shall be appointed in accordance with the procedures set forth in the applicable AAA rules, provided, however, that in any event such arbitrator shall be experienced as to the design, construction and/or operation, as the Matter requires, of high-rise, multi-use structures similar to the Building. Except where contrary to the provisions set forth in this Declaration, the rules of the AAA for commercial arbitration shall apply to the arbitration of any Matter. During the twenty (20) day time period referenced above, the parties may agree in writing to any additions, deletions or changes to the applicable arbitration rules.

16.3 The arbitrator shall commence hearings within sixty (60) days of selection, unless the Owners who are parties to the arbitration or the arbitrator agree upon an expedited or delayed schedule of hearings. Prior to the hearings any such Owner may send out requests to compel document production from the other Owners. Disputes concerning the scope of document production and enforcement of the document requests shall be subject to agreement by such Owners or may be ordered by the arbitrator to the extent reasonable. The arbitrator may obtain independent legal counsel or other professional consultants to aid in resolution of legal or other questions presented in the course of arbitration to the extent reasonably necessary to the fair resolution of the Matter and to the extent that it is economical to do so considering the financial consequences of the Matter. The arbitrator in rendering a decision may base such decision only on the facts presented in the course of arbitration and shall not modify or amend the provisions of this Declaration. Subject to the other terms hereof, if any Owner fails or refuses to appear at and participate in an arbitration hearing after due notice, the arbitrator may hear and determine the Matter upon evidence produced by the appearing Owners. The arbitration costs shall be borne equally by each Owner, except that each Owner shall be responsible for its own expenses.

16.4 Unless otherwise agreed in writing, the Owners shall continue to perform all obligations and make all payments due under this Declaration in accordance with this Declaration during the course of any arbitration constituted or conducted under the provisions of this **Article 16**. The obligation of the Owners to continue performance and make payments despite the existence of an arbitration hereunder shall be enforceable by any party to the Matter by application to any court of competent jurisdiction for an injunctive order requiring the immediate performance of such obligations as provided in the preceding sentence until such time as any Matter is resolved as provided in this **Article 16**.

16.5 With respect to any Matter subject to arbitration under this **Article 16**, it is agreed that the arbitration provisions of this **Article 16** shall be the sole remedy of the Owners under this Declaration. Notwithstanding any other provisions of this Declaration, the foregoing agreement to arbitrate shall be specifically enforceable under prevailing arbitration law. The foregoing agreement to arbitrate shall not constitute any agreement or consent to arbitration of any dispute, claim, controversy or matter not described in this **Article 16** or with any person not named or described herein, provided that any arbitration proceeding initiated under the terms of this **Article 16** may, at the request of any party, be joined or consolidated with other arbitration proceedings involving additional parties if the Matter and the subject of such other proceedings

arise out of common or interrelated factual occurrences. Any award of the arbitrator shall be final and binding upon the Owners and judgment thereon shall be entered by any court having jurisdiction.

16.6 For purposes of this **Article 16**, "2008 equivalent dollars" means the equivalent purchasing power at any time of the value of One Dollar (\$1.00) in calendar year 2008. The 2008 equivalent dollars of any amount shall be determined by multiplying said amount by one (1) plus a fraction, the numerator of which is the amount, if any, by which (x) the monthly Consumer Price Index (as hereinafter defined) last published prior to the date of such determination exceeds (y) the Consumer Price Index for January, 2008, and the denominator of which is the Consumer Price Index for January, 2008. As used herein, the term "Consumer Price Index" shall mean the Consumer Price Index for Urban Consumers, U.S. City Average, All Items (Base Year 1982-1984 = 100) for the applicable month published by the Bureau of Labor Statistics of the United States Department of Labor or equivalent index agreed to by the Owners if such index is no longer available.

## **ARTICLE 17 NO MERGER**

Notwithstanding any ownership, directly or indirectly, in all or any portion of the Property, in one person or entity, it is the intent and understanding that all such properties and estates shall remain separate and distinct from each other and shall not be merged into such other estates and properties by reason of such common ownership. A merger of any of such estates and properties can only be effected by a written instrument signed by the then owner of such estates and properties and by each mortgage of such estates and properties and recorded in the office of the Recorder

## **ARTICLE 18 MISCELLANEOUS PROVISIONS**

18.1 Minimal Interference. Subject to all the terms and conditions of this Declaration, in fulfilling obligations and exercising rights under this Declaration and in constructing, repairing, maintaining or restoring any improvements on or in either its Parcel or in the portions of another Owner's Parcel in which it has been granted an appropriate easement for such construction, repair, maintenance or restoration, each Owner shall, to the greatest extent practical, minimize interference with another Owner's (and such Owner's tenants', licensees', invitees', permittees' and guests') property, operations, and use and enjoyment of its Parcel and its easements and rights granted hereunder and, to that end, will (except to the extent that emergency conditions do not permit it) give to the other Owner reasonable (and in all events not less than ten (10) business days') advance notice of work which may interfere with the property or operations of the other Owner (or its tenants, licensees, or permittees) and will (except to the extent that emergency conditions do not permit it) arrange with the other Owner for reasonable and definite times and conditions at and under which such work shall be done provided that, in non-Emergency Situations where the work would adversely affect the business operations conducted on the Parcel, the Owner shall use reasonable efforts to perform the work outside of the other Owner's normal business hours. Without limitation of the foregoing, an immediate need to repair or replace utility lines which service either Parcel and which run through the other

Parcel shall be deemed an Emergency Situation hereunder and the Owner of such affected Parcel shall have the right to immediately enter the other Parcel at any time to make necessary repairs.

18.2 Ownership Votes. In any instance under this Declaration where a decision needs to be made by more than one Owner, a meeting shall be called at the request of any two or more Owners and at such meeting the agenda will contain such items on which consensus needs to be reached. An Ownership Majority will control the disposition of any issues put to a vote. "Ownership Votes" means the number of the votes that each Owner is allocated hereunder and is entitled to cast in each case where the consent, approval or agreement of an Ownership Majority is required to be obtained under the terms of this Declaration or as otherwise requested by one or more Owners. In the event the decision affects less than all of the Owners, the vote shall be held with the affected Owners and an Ownership Majority of those Owners shall control with the total Ownership Votes for those affected Owners being recalculated to total 100%. The schedule set forth immediately below indicates the number of Ownership Votes attributable to and held by each respective portion of the Total Tract and therefore available to be cast by the respective Owner thereof:

<u>Owner</u>	<u>Number of Ownership Votes</u>
Retail Parcel	15.75%
Condominium 200 Parcel	31.39%
120 Parcel	26.43%
220 Parcel	26.43%

For purposes of this Declaration, "Ownership Majority" means 51% or more of the Ownership Votes.

18.3 Retail Owner Responsibilities. The Retail Owner shall be responsible for the matters set forth this Declaration as the responsibility of the Retail Owner, including but not limited to as set forth in Section 7.5 hereof, as well as the following:

- (A) Emergency Power. Emergency electrical service for the Total Tract.
- (B) Fire Alarm System. Maintenance of the fire alarm system for the Total Tract.
- (C) Loading and Service Facilities. Maintenance of the shared loading docks servicing Parcel 120 and Parcel 220.
- (D) Security and Service. Provide security service for the shared Loading Docks, service entrances, including maintaining exterior cameras at the loading docks and service entrances and in such other portions of the Total Tract.
- (E) Street Level Exterior Maintenance and Snow Removal. Snow removal and Maintenance of the sidewalks, landscaping and other improvements on or adjacent to the Total Tract.

(F) City Water. Maintenance of the Facilities which are shared for the use of more than one (1) Owner necessary to supply city water to the Total Tract.

(G) Gas and Electric Facilities. Maintenance of the Facilities which are shared for the use of more than one (1) Owner necessary to supply gas and electric service to any of the Total Tract.

(H) Building Insurance Policy. If requested by the Owners, the Retail Owner shall obtain and keep in force the Building Insurance Policies set forth in this Declaration.

(I) Exterior Lighting. The Retail Owner shall provide Maintenance for and installation of all exterior lighting of the Building, and all Facilities related thereto.

(J) Facade. The Retail Owner shall provide Maintenance of the Building façade for the Total Tract.

(K) Fire Suppression System. The Retail Owner shall provide maintenance of the fire suppression system for the Building.

(L) Pump Maintenance. The Retail Owner shall provide maintenance of the various water pumps, sewage evacuation pumps, grease pumps and other pumping equipment comprising part of the Facilities.

(M) HVAC System. The Retail Owner shall provide Maintenance of any heating, ventilation and air conditioning systems or components which service the Building comprising part of the Facilities or serving more than one Owner.

(N) General Services. The cost of providing the aforementioned services will be allocated between the Owners in accordance with the Expense Percentage Allocation or if serving less than all Owners to the served Owners in accordance with the Expense Percentage Allocation of those Owners in their percentages their Parcels bear to each other assuming their percentages total 100%.

18.4 Term. This Declaration and each easement, covenant, provision and restriction contained in this Declaration shall remain in full force and effect unless and until this Declaration has been fully and completely released of record by a written instrument executed by both Owners. Easements created hereunder shall not be presumed abandoned by non-use or the occurrence of damage or destruction of a portion of the Building subject to an easement, unless the Owner benefited by such easement states in writing its intention to abandon the easement, provided that the consent of the Parcel Mortgagee shall also be required with respect to any such abandonment.

18.5 Facilities Management Fee. The Owners shall pay a fee (the "Facilities Management Fee") to Retail Owner as consideration for its provision of the services and performance of the obligations required of it under this Declaration. The Facilities Management Fee shall be determined annually and shall be payable to the Retail Owner within thirty (30) days after invoicing of the fee by the Retail Owner to the other Owners. The amount of the Facilities Management Fee in any year shall be approved by an Ownership Majority. The Facilities

Management Fee shall be borne by the Owners pro rata based on their respective Expense Percentage Allocations.

18.6 Delegation of Duties by Retail Owner. The Owners, acting through an Ownership Majority, may from time to time select and engage on behalf of all Owners a management company to perform the maintenance, repair and replacement obligations of the Retail Owner hereunder which affect more than one Parcel (hereafter, the "Facilities Manager"). The Owners forming the Ownership Majority selecting a Facilities Manager shall have no liability or owe any fiduciary duty to any other Owner for selecting the Facilities Manager or for any action taken by the Facilities Manager in the exercise of its duties hereunder, it being expressly acknowledged and agreed that the sole responsibility of the Owners in connection with the Facilities Manager shall be to utilize their good faith judgment in selecting a Facilities Manager meeting the qualifications expressed in this Section. Any Facilities Manager, once so selected, if required by the owners shall enter into a written agreement specifically outlining its duties hereunder, which written agreement (the "Facilities Management Agreement") shall incorporate the terms and provisions in this Agreement and may contain such additional provisions as the Owners may require, so long as such additional provisions do not increase the obligation of any Owner beyond its obligations stated herein, or increase the power or authority of the Facilities Manager vis a vis any Owner (unless, in either case, such affected Owner specifically consents to same in writing), and shall include, without limitation, provisions relating to the Facilities Management Fee applicable thereto. The Facilities Management Agreement shall be executed on behalf of all Owners by the Owners constituting the Ownership Majority approving its terms. Additionally, the Retail Owner may contract a Facilities Manager to perform the maintenance, repair and replacement obligations of the Retail Owner which affect more than one Parcel and the costs and expenses thereof shall be allocated to the Owners in the Expense Percentage Allocations. This provision shall not be interpreted as allowing any party other than the Retail Owner to perform work in the Retail Parcel without the consent of the Retail Owner.

18.7 Rights Of Certain Mortgagees. The provisions of this Section 18.7 shall apply to and benefit only a person or entity (a "Parcel Mortgagee") who holds a note secured by a first mortgage or first trust deed (a "Parcel Mortgage") on the entire Retail Parcel or the entire Condominium 200 Parcel (a "Mortgaged Parcel"). Without limiting the generality, scope or breadth of the preceding sentence, the provisions of this Section 18.7 shall not apply to or benefit any mortgagee, trustee under or beneficiary of a deed of trust, or other lien or encumbrance whose mortgage, deed of trust, lien or encumbrance burdens or encumbers any one or more condominium units which may at any time be created or established, or which may exist in, as part of or in connection with any Submitted Parcel. Any Parcel Mortgagee shall have the right, but not the obligation, to cure during or within thirty (30) days after the cure periods applicable to the Default Party as provided in Section 8.4 hereof, any failure of performance or other default hereunder by the owner of the Mortgaged Parcel.

18.8 Release from Liability. Each Owner hereby releases the other Owners hereto, its beneficiaries and its directors, officers, partners, members, managers, agents and employees from all loss, liability, damage and expense arising from its negligent acts or omissions that are covered by the insurance required to be obtained by the Owners pursuant to Section 7.6 hereof, or any other insurance procured by said Owner.

18.9 Amendments. This Declaration may be amended, changed, modified or cancelled only by the provisions of a written agreement executed by all of the Owners to this Declaration, or their respective successors and assigns, and duly recorded in the real estate records of Douglas County, Nebraska. So long as any portion of the Property is submitted to the Act, the Association shall, by its authorized officers, execute all amendments to or any termination of this Declaration on behalf of all Unit Owners which amendments or termination shall be binding on all Unit Owners. Any amendment to or termination of this Declaration shall be recorded with the Recorder. All consents and approvals of any of the Owners or any of the holders of the First Mortgages shall not be unreasonably withheld or delayed. Any disapproval of or failure to consent to any matter hereunder shall be in writing and shall state in reasonable detail the reason or reasons therefore.

18.10 Third Parties. Except as may be specifically set forth in this Declaration with respect to rights of Parcel Mortgagees, nothing contained in this Declaration is intended to create any third-party beneficiary rights in favor of anyone not a party to this Declaration, under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise, it being mutually understood and agreed that the terms and provisions of this Declaration shall be for the sole benefit of the Owners hereto and their respective successors and assigns.

18.11 No Waiver. No provision of this Declaration shall be deemed to have been waived by any Owner except to the extent (if any) such waiver is expressly set out in a writing signed by the Owner making such waiver. The failure of any Owner to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Declaration, shall not be deemed a waiver thereof or prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation.

18.12 Headings. Headings and captions used in this Declaration are for convenience only and are not intended to interpret or change the meaning of any of the terms or provisions of this Declaration.

18.13 Successors and Assigns. Whether or not specific reference is made to successors and assigns in each term or provision of this Declaration, all of the terms and provisions of this Declaration shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, and all of the terms and provisions hereof (including, without limitation, all easements and covenants set out in this Declaration) shall run with the land both as a benefit and burden thereon.

18.14 Severability. If any provision of this Declaration or the application thereof is held invalid for any reason, the invalidity shall not affect the other provisions or any other application of this Declaration which can be given effect without the invalid provisions or application, and to this end, all the provisions of this Declaration are declared to be severable.

18.15 Rule Against Perpetuities. If the rule against perpetuities or any other rule of law limits the time during which any provision of this Declaration shall be effective, then each such provision shall continue to be effective until twenty-one (21) years after the death of the last survivor of all of the President and Vice President of the United States of America, serving at the date at execution of this Declaration, and all of their children and grandchildren living on the date of execution of this Declaration.



18.16 Cooperation. In fulfilling obligations and exercising rights under this Declaration, the Condominium 200 Owner, 120 Owner, 220 Owner and the Retail Owner shall cooperate with each other to promote the efficient operation of each respective portion of the Total Tract and the harmonious relationship amongst them and to protect the value of each of their respective portion, estate or interest in the Total Tract, including, but not limited to, and the obtaining of insurance for the Improvements, including the Building. To that end, Condominium 200 Owner, 120 Owner, 220 Owner and Retail Owner shall share all information possessed relating to matters which are the subject of this Declaration, except such information as such Owner may reasonable deem confidential or which may be the subject of litigation and which such Owner is prohibited from revealing pursuant to court order. From time to time after the date hereof, each Owner shall furnish, execute and acknowledge, without charge (except where elsewhere provided herein): (i) such other instruments, documents, materials and information as the other Owners may reasonably request in order to confer to such requesting Owner the benefits contemplated hereby, but only so long as any such request does not restrict or abridge the benefits granted to the other Owners, and (ii) such grants of easements to and agreements with utility companies as the other Owners may reasonably request in order to enable such utility company to furnish utility service, as required by such requesting Owner, provided that the Parcel Mortgagees have first consented in writing to such easements.

18.17 Force Majeure. The Owners shall diligently perform their respective obligations set forth herein. No Owner shall be deemed to be in default in the performance of any obligation created under or pursuant to this Declaration, other than an obligation requiring the payment of a sum of money, if and so long as non-performance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, Civil commotion, strikes, lockouts, inability to obtain labor or materials, war or national defense preemptions, acts of God, energy shortages or similar causes beyond the reasonable control of such Owner ("Unavoidable Delay") and the time limit for such performance shall be extended for a period equal to the period of any such Unavoidable Delay; provided, however, that the Owner unable to perform (the "Non-Performing Owner") shall notify the other Owner in writing of the existence and nature of any Unavoidable Delay within five (5) days after the onset of any such Unavoidable Delay. The Non-Performing Owner shall, from time to time upon written request of the other Owner, keep the other Owner fully informed, in writing, of all further developments concerning any such Unavoidable Delay and its non-performance.

18.18 Association Acting for Unit Owners. In the event any portion of the Total Tract is submitted to the Condominium Act and/or so long as such portion of the Total Tract is subject to the provisions of the Condominium Act, all rights, Easements and benefits under this Declaration appurtenant to or enjoyed by that portion of the Total Tract shall be exercised by the condominium association established on behalf of the Unit Owners in such portion of the Total Tract, except for such rights or benefits expressly granted to Unit Owners hereunder, and except for Easements which by their nature are exercisable only by Unit Owners. Any action to enforce rights, obligations, Easements, burdens and benefits under this Declaration on behalf of the applicable Unit Owners or the applicable Association solely by the applicable Association by its

duly authorized officers acting pursuant to authority granted by law, the condominium declaration for such association or resolution of the board of managers of the Association.

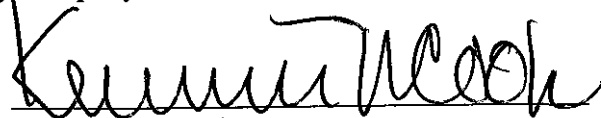
18.19 Additional Easements. If it becomes clear that additional easements among the portions of the Total Tract are necessary or desirable to effectuate the purposes of this Declaration, provided said proposed additional easements will not materially interfere with the use and occupancy of any portion of the Building, materially affect access to, or operation of, any portion of the Building, or materially increase the operating costs of, or create any additional expense for, any of the Owners, Declarant hereby reserves the right to determine, create and grant such additional easements as are necessary. In the event any such new easements are created, this Declaration and the Exhibits hereby shall be amended by designating and describing said easements and such amended Declaration shall be signed by Declarant and the Owners, if necessary, to effectuate the grant or creation of such additional easements, and shall be recorded in the land records and shall have the same force, effect and priority as if such new easements were originally contained herein.

18.20 Subdivision. Each Owner shall be able to fully subdivide any portion of the Total Tract owned by it. Each Owner reserves the right to effect a subdivision of its portion of the Property into parcels ("Subdivision") and cause such components to be separately conveyed and owned subject to this Declaration. From and after the occurrence of a Subdivision, the Owner of the Property so deeded may at its option either (i) cause the owners of the subdivided portions of the Property to jointly and severally perform the obligations and enforce the rights of the Owner of that portion of the Property under this Declaration, or (ii) with the consent of the other Owners, which shall not be unreasonably withheld or delayed, amend this Declaration (the "Subdivision Amendment"), and cause the Subdivision Amendment to be recorded with the Recorder, to reflect the separate ownership of the components; provided, however, that the Subdivision Amendment shall not reduce the obligations of the Owner of the portion of the Property deeded or increase the obligations or reduce the rights of the other Owners under this Declaration. Each Owner hereby authorizes and irrevocably appoints the other Owners as their attorney-in-fact to execute a Subdivision Amendment, which appointment shall be deemed an appointment with an interest and shall be irrevocable.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

East Campus Realty, LLC, a Nebraska limited liability company

By:

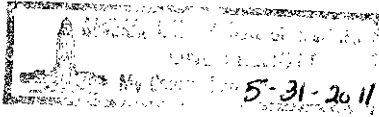


Kenneth R. Cook  
President

STATE OF NEBRASKA    )  
  ) SS  
COUNTY OF DOUGLAS    )

I, Linda Elliott, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kenneth R. Cook of EAST CAMPUS REALTY, LLC, a Nebraska limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the company, for the uses and purpose therein set forth.

GIVEN, under my hand and Notarial Seal this of 10 day of December, 2009.



Linda Elliott  
Notary Public

**CONSENT OF MORTGAGEE**

United of Omaha Life Insurance Company, a Nebraska stock insurance company, holder of a note secured by a Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing on the Total Tract recorded in the Mortgage Records in the Office of the Register of Deeds of Douglas County, Nebraska, on March 10, 2008, as Document No. 2008023004, hereby consents to the execution of and recording of the above and foregoing Declaration of Easements, Reservations, Covenants and Restrictions, and hereby subordinates said mortgage to the provisions of the foregoing Declaration.

IN WITNESS WHEREOF, said Lender has caused this instrument be signed by its duly authorized officers on its behalf at Omaha, Nebraska, on this 11<sup>th</sup> day of December, 2009.

United of Omaha Life Insurance Company, a  
Nebraska stock insurance company

By: *David A. Diamond*  
Name: David A. Diamond  
Its: Chief Financial Officer

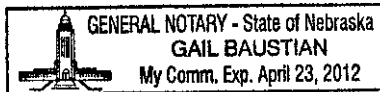
STATE OF NEBRASKA    )

) SS

COUNTY OF DOUGLAS    )

I, Gail Baustian, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David A. Diamond, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Chief Financial Officer of United of Omaha Life Insurance Company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of United of Omaha Life Insurance Company, for the uses and purpose therein set forth.

GIVEN, under my hand and Notarial Seal this of 11<sup>th</sup> day of December, 2009.



*Gail Baustian*  
Notary Public

## LIST OF EXHIBITS

- EXHIBIT A -** RETAIL PARCEL
- EXHIBIT B -** CONDOMINIUM 200 PARCEL
- EXHIBIT C -** 120 PARCEL
- EXHIBIT D -** 220 PARCEL
- EXHIBIT E -** TOTAL TRACT
- EXHIBIT F -** RETAIL OWNERS EQUIPMENT (2.3)
- EXHIBIT G -** LOADING DOCK AND REFUSE RULES AND REGULATIONS (2.6)
- EXHIBIT H -** CONDOMINIUM 200 OWNER EQUIPMENT (3.3)
- EXHIBIT I -** CONDOMINIUM 120 OWNER EQUIPMENT (4.3)
- EXHIBIT J -** CONDOMINIUM 220 OWNER EQUIPMENT (5.3)
- EXHIBIT K -** SHARED EQUIPMENT (7.5(F))
- EXHIBIT L -** COMMON IMPROVEMENTS (7.5(F))
- EXHIBIT M -** ADDITIONAL EASEMENTS (11.15)

**EXHIBIT A**  
**RETAIL PARCEL**

**LEGAL DESCRIPTION:**

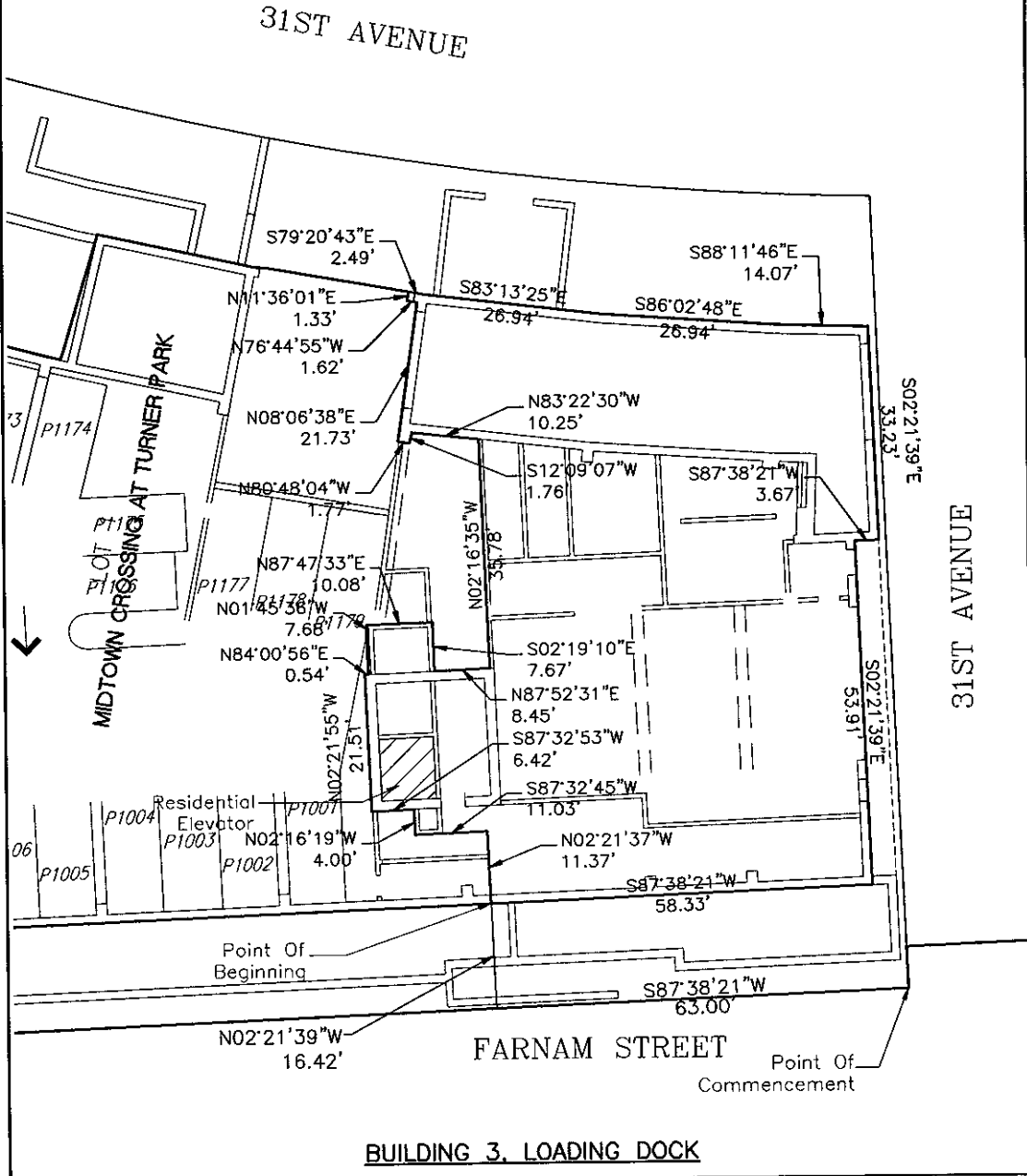
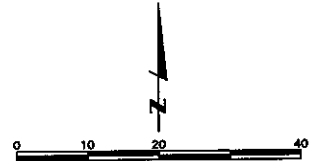
That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, Loading Dock, from the bottom of slab at the lowest point of the Loading Dock at elevation 1125.56 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.97 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

**ELEVATION**

Floor Elev. =  
1125.56 To 1144.97  
Contains 5,858 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88



**Lamp, Rynearson & Associates, Inc.**  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

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drawn by: RJK  
designer: MRT  
job number-task: 03074.01-212  
date: 10/28/2009  
book: 03074#3 page: 31-74  
file name: B2--P1.dwg

### Legal Description – Building 3, Loading Dock

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, Loading Dock, from the bottom of slab at the lowest point of the Loading Dock at elevation 1125.56 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.97 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 63.00 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 16.42 feet to the outside face of the precast wall of the parking garage and the TRUE POINT OF BEGINNING;

Thence along a line separating the commercial loading dock from the residential parking garage the following seventeen (17) courses;

1. Thence North 02°21'37" West for 11.37 feet;
2. Thence South 87°32'45" West for 11.03 feet;
3. Thence North 02°16'19" West for 4.00 feet;
4. Thence South 87°32'53" West for 6.42 feet;
5. Thence North 02°21'55" West for 21.51 feet;
6. Thence North 84°00'56" East for 0.54 feet;
7. Thence North 01°45'36" West for 7.68 feet;
8. Thence North 87°47'33" East for 10.08 feet;
9. Thence South 02°19'10" East for 7.67 feet;
10. Thence North 87°52'31" East for 8.45 feet;
11. Thence North 02°16'35" West for 35.78 feet;
12. Thence North 83°22'30" West for 10.25 feet;
13. Thence South 12°09'07" West for 1.76 feet;
14. Thence North 80°48'04" West for 1.77 feet;
15. Thence North 08°06'38" East for 21.73 feet;
16. Thence North 76°44'55" West for 1.62 feet;
17. Thence North 11°36'01" East for 1.33 feet to the outside face of the wall of the loading dock;

Thence along said outside face of wall the following eight (8) courses;

1. Thence South 79°20'43" East for 2.49 feet;
  2. Thence South 83°13'25" East for 26.94 feet;
  3. Thence South 86°02'48" East for 26.94 feet;
  4. Thence South 88°11'46" East for 14.07 feet;
  5. Thence South 02°21'39" East for 33.23 feet;
  6. Thence South 87°38'21" West for 3.67 feet;
  7. Thence South 02°21'39" East for 53.91 feet;
  8. Thence South 87°38'21" West for 58.33 feet to the Point of Beginning;
- Contains 5,939 square feet.

### EXCEPT FOR

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the bottom of slab of the elevator shaft at elevation 1122.00 feet to the finished floor elevation of Floor 1 at 1144.97 (NAVD 88) feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 78.83 feet along the south line of said Lot 1;



Thence North 02°21'39" West for 33.34 feet to the inside face of pre-cast wall in the southwest corner of the residential elevator shaft in the loading dock of Building 3, and the TRUE POINT OF BEGINNING;

Thence along said inside face of precast wall the following four (4) courses;

1. Thence North 02°21'39" West for 9.67 feet;
2. Thence North 87°38'21" East for 8.33 feet;
3. Thence South 02°21'39" East for 9.67 feet;
4. Thence South 87°38'21" West for 8.33 feet to the Point of Beginning.  
Contains 81 square feet.

Note: Entire legal description contains 5,858 square feet including the exceptions.

**LEGAL DESCRIPTION:**

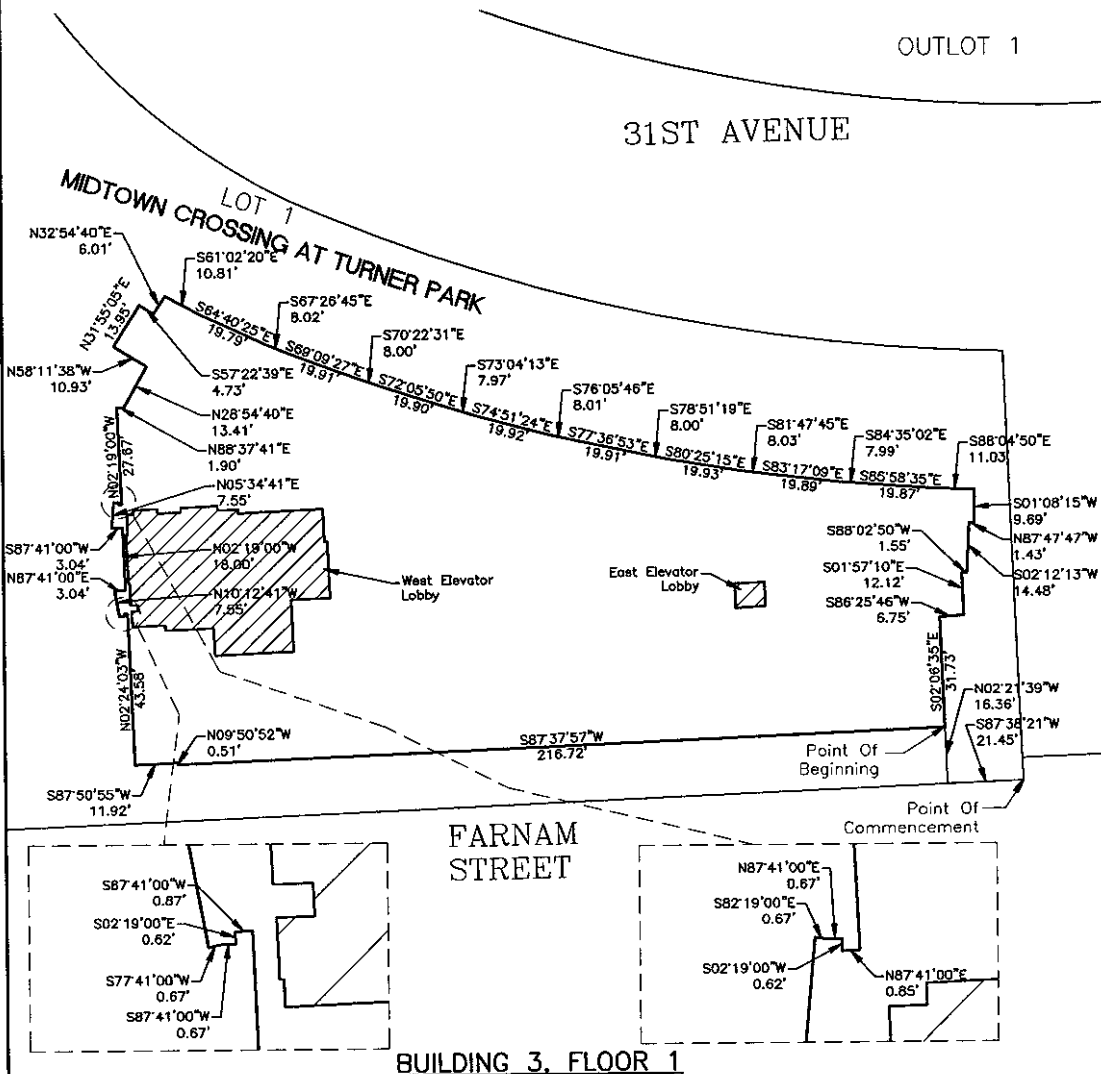
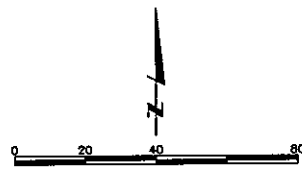
That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 1 at elevation 1144.97 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

**ELEVATION**

First Floor Elev. =  
1144.97 To 1167.63  
Contains 20,150 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88



**Lamp, Rynearson & Associates, Inc.**  
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drawn by: RJK  
designer: MRT  
job number-task: 03074.01-212  
date: 10/12/09  
book: 03074#3page: 31-74  
file name: 1FL-BLD3-5.dwg

### Legal Description - Building 3, Floor 1

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 1 at elevation 1144.97 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 21.45 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 16.36 feet to the outside face of pre-cast wall on the southeast corner of Building 3, and the TRUE POINT OF BEGINNING;

Thence South 87°37'57" West for 216.72 feet;

Thence North 09°50'52" West for 0.51 feet;

Thence South 87°50'55" West for 11.92 feet;

Thence North 02°24'03" West for 43.58 feet;

Thence South 87°41'00" West for 0.87 feet;

Thence South 02°19'00" East for 0.62 feet;

Thence South 87°41'00" West for 0.67 feet;

Thence South 77°41'00" West for 0.67 feet;

Thence North 10°12'41" West for 7.55 feet;

Thence North 87°41'00" East for 3.04 feet;

Thence North 02°19'00" West for 18.00 feet;

Thence South 87°41'00" West for 3.04 feet;

Thence North 05°34'41" East for 7.55 feet;

Thence South 82°19'00" East for 0.67 feet;

Thence North 87°41'00" East for 0.67 feet;

Thence South 02°19'00" West for 0.62 feet;

Thence North 87°41'00" East for 0.85 feet;

Thence North 02°19'00" West for 27.67 feet;

Thence North 88°37'41" East for 1.90 feet;

Thence North 28°54'40" East for 13.41 feet;

Thence North 58°11'38" West for 10.93 feet;

Thence North 31°55'05" East for 13.95 feet;

Thence South 57°22'39" East for 4.73 feet;

Thence North 32°54'40" East for 6.01 feet;

Thence South 61°02'20" East for 10.81 feet;

Thence South 64°40'25" East for 19.79 feet;

Thence South 67°26'45" East for 8.02 feet;

Thence South 69°09'27" East for 19.91 feet;

Thence South 70°22'31" East for 8.00 feet;

Thence South 72°05'50" East for 19.90 feet;

Thence South 73°04'13" East for 7.97 feet;

Thence South 74°51'24" East for 19.92 feet;

Thence South 76°05'46" East for 8.01 feet;

Thence South 77°36'53" East for 19.91 feet;

Thence South 78°51'19" East for 8.00 feet;

Thence South 80°25'15" East for 19.93 feet;

Thence South 81°47'45" East for 8.03 feet;

Thence South 83°17'09" East for 19.89 feet;

Thence South 84°35'02" East for 7.99 feet;

Thence South 85°58'35" East for 19.87 feet  
Thence South 88°04'50" East for 11.03 feet;  
Thence South 01°08'15" West for 9.69 feet;  
Thence North 87°47'47" West for 1.43 feet;  
Thence South 02°12'13" West for 14.48 feet;  
Thence South 88°02'50" West for 1.55 feet;  
Thence South 01°57'10" East for 12.12 feet;  
Thence South 86°25'46" West for 6.75 feet;  
Thence South 02°06'35" East for 31.73 feet to the Point of Beginning;  
Contains 22,175 square feet.

Note: All calls on the above referenced legal description run along the outside face of precast wall.

EXCEPT FOR:

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 1 at elevation 1144.97 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;  
Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 70.42 feet along the south line of said Lot 1;  
Thence North 02°21'39" West for 53.52 feet to the southeast corner of the inside face of concrete wall of the east elevator shaft, and the TRUE POINT OF BEGINNING;

- Thence along said inside face of wall the following four (4) courses;
1. Thence South 87°33'54" West for 8.33 feet;
  2. Thence North 02°26'06" West for 7.00 feet;
  3. Thence North 87°33'54" East for 8.33 feet;
  4. Thence South 02°26'06" East for 7.00 feet to the Point of Beginning.
- Contains 58 square feet.

AND ALSO EXCEPT:

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 1 at elevation 1144.97 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;  
Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 203.98 feet along the south line of said Lot 1;  
Thence North 02°21'39" West for 47.19 feet to the inside face of wall at the southeast corner of the west elevator lobby and the TRUE POINT OF BEGINNING;

- Thence along said inside face of wall the following eleven (11) courses;
1. Thence South 87°40'06" West for 22.17 feet;
  2. Thence North 02°26'06" West for 7.89 feet;
  3. Thence South 87°33'54" West for 13.53 feet;
  4. Thence North 02°26'06" West for 1.52 feet;
  5. Thence South 87°33'54" West for 9.27 feet;
  6. Thence North 02°26'06" West for 4.49 feet;
  7. Thence North 87°33'54" East for 1.90 feet;

8. Thence North 02°26'06" West for 1.67 feet;
9. Thence South 87°33'54" West for 1.99 feet;
10. Thence North 02°26'06" West for 6.29 feet;
11. Thence South 88°24'34" West for 0.36 feet to the outside face of glass on the entrance doors;  
 Thence North 02°26'09" West for 14.01 feet along said outside face of glass;  
 Thence North 87°02'39" East for 0.59 feet to the inside face of wall of the west elevator lobby;  
 Thence along said inside face of wall the following thirteen (13) courses;
  1. Thence North 02°26'06" West for 6.00 feet;
  2. Thence North 87°33'54" East for 1.90 feet;
  3. Thence North 02°26'06" West for 1.10 feet;
  4. Thence North 87°33'54" East for 6.76 feet;
  5. Thence South 02°26'06" East for 1.29 feet;
  6. Thence North 87°33'54" East for 6.48 feet;
  7. Thence North 02°26'06" West for 1.28 feet;
  8. Thence North 87°33'54" East for 10.45 feet;
  9. Thence South 02°26'06" East for 1.29 feet;
  10. Thence North 87°33'54" East for 5.66 feet;
  11. Thence South 02°26'06" East for 1.06 feet;
  12. Thence North 87°33'54" East for 23.86 feet;
  13. Thence South 02°26'06" East for 9.41 feet to a point on the inside face of concrete wall of the elevator shaft;  
 Thence continuing along said inside face of concrete wall the following three (3) courses;
    1. Thence North 87°33'54" East for 0.80 feet;
    2. Thence South 02°26'06" East for 16.34 feet;
    3. Thence South 87°33'54" West for 11.07 feet;  
 Thence South 02°26'06" East for 14.91 feet through said concrete wall to the inside face of wall of the west elevator lobby and the Point of Beginning.  
 Contains 1,969 square feet.

Note: Entire legal description contains 20,150 square feet including the exceptions.

**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, Loading Dock, from the bottom of slab at the lowest point of the Loading Dock at elevation 1124.95 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.98 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

**ELEVATION**

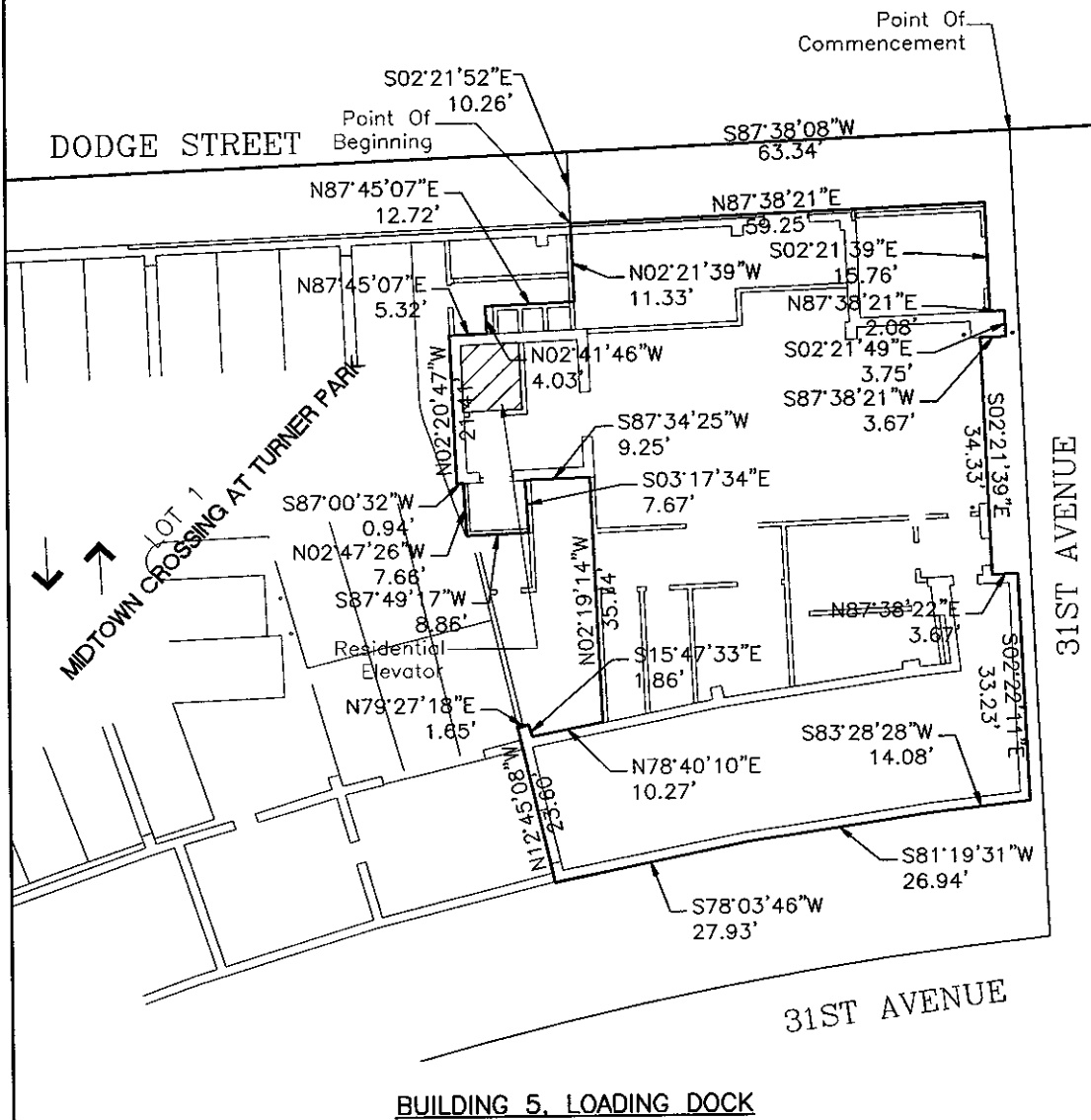
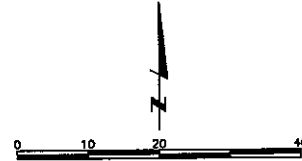
First Floor Elev. =  
1124.95 To 1144.98  
Contains 5,962 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88

**NOTE**

PARKING SPACES ARE  
LIMITED COMMON AREAS



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Omaha, Nebraska 68154-2027

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drawn by: RJK  
designer: MRT  
job number-task: 03074.01-212  
date: 10/28/2009  
book: 03074#4 page 31-74  
file name: B1-P2.dwg

### Legal Description – Building 5, Loading Dock

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, Loading Dock, from the bottom of slab at the lowest point of the Loading Dock at elevation 1124.95 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.98 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 63.34 feet along the south line of said Lot 1;

Thence South 02°21'52" East for 10.26 feet to the outside face of the wall of the loading dock, and the TRUE POINT OF BEGINNING;

Thence along said outside face of wall the following twelve (12) courses;

1. Thence North 87°38'21" East for 59.25 feet;
2. Thence South 02°21'39" East for 15.76 feet;
3. Thence North 87°38'21" East for 2.08 feet;
4. Thence South 02°21'49" East for 3.75 feet;
5. Thence South 87°38'21" West for 3.67 feet;
6. Thence South 02°21'39" East for 34.33 feet;
7. Thence North 87°38'22" East for 3.67 feet;
8. Thence South 02°22'11" East for 33.23 feet;
9. Thence South 83°28'28" West for 14.08 feet;
10. Thence South 81°19'31" West for 26.94 feet;
11. Thence South 78°03'46" West for 27.93 feet;
12. Thence North 12°45'08" West for 23.60 feet to a line separating the commercial loading dock from the residential parking garage;

Thence along said line the following fourteen (14) courses;

1. Thence North 79°27'18" East for 1.65 feet;
2. Thence South 15°47'33" East for 1.86 feet;
3. Thence North 78°40'10" East for 10.27 feet;
4. Thence North 02°19'14" West for 35.74 feet;
5. Thence South 87°34'25" West for 9.25 feet;
6. Thence South 03°17'34" East for 7.67 feet;
7. Thence South 87°49'17" West for 8.86 feet;
8. Thence North 02°47'26" West for 7.66 feet;
9. Thence South 87°00'32" West for 0.94 feet;
10. Thence North 02°20'47" West for 21.41 feet;
11. Thence North 87°45'07" East for 5.32 feet;
12. Thence North 02°41'46" West for 4.03 feet;
13. Thence North 87°45'07" East for 12.72 feet;
14. Thence North 02°21'39" West for 11.33 feet to the Point of Beginning.

Contains 6,043 square feet.

### EXCEPT FOR

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the bottom of slab at the lowest point of the elevator shaft at elevation 1122.00 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.98 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 79.89 feet along the north line of said Lot 1;

Thence North 02°21'52" West for 27.09 feet to the inside face of the concrete wall at the northwest corner of the residential elevator shaft in the loading dock of Building 5, and the TRUE POINT OF BEGINNING;

Thence along said inside face of concrete wall the following four (4) courses;

1. Thence North 87°13'14" East for 8.24 feet;
2. Thence South 02°20'47" East for 9.69 feet;
3. Thence South 87°34'25" West for 8.42 feet;
4. Thence North 01°17'54" West for 9.64 feet to the Point of Beginning.

Contains 81 square feet.

Note: Entire legal description contains 5,962 square feet including the exceptions.



**LEGAL DESCRIPTION:**

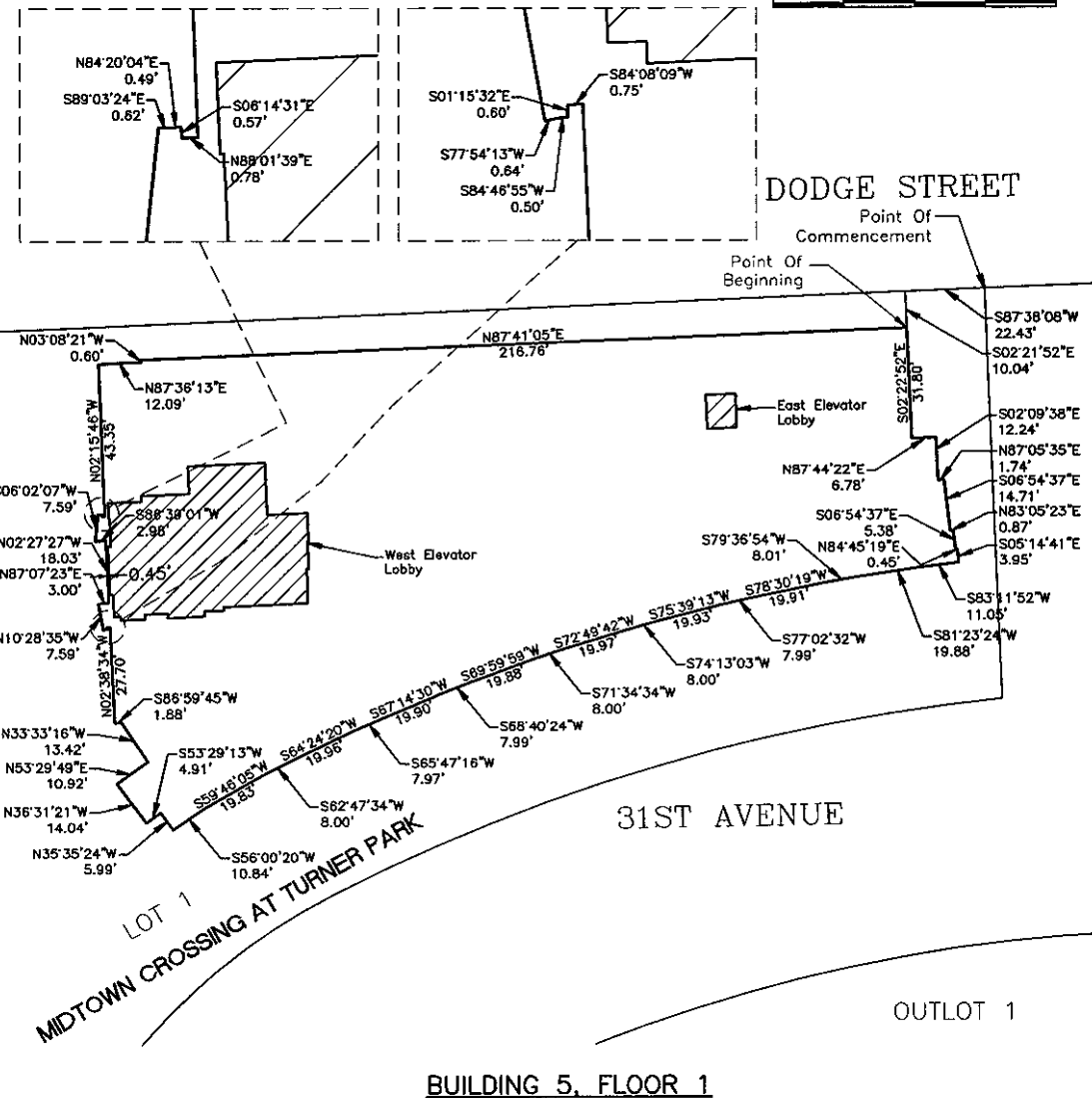
That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 1 at elevation 1144.98 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

**ELEVATION**

First Floor Elev. =  
1144.98 To 1167.63  
Contains 20,148 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88



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drawn by: RJK  
designer: MRT  
job number-task: 03074.01-212  
date: 10/12/09  
book: 03074#3page: 31-74  
file name: 1FL-BLD3-5.dwg

### Legal Description – Building 5, Floor 1

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 1 at elevation 1144.98 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 22.43 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 10.04 feet to the outside face of pre-cast wall on the northeast corner of Building 5, and the TRUE POINT OF BEGINNING;

Thence South 02°22'52" East for 31.80 feet;  
Thence North 87°44'22" East for 6.78 feet;  
Thence South 02°09'38" East for 12.24 feet;  
Thence North 87°05'35" East for 1.74 feet;  
Thence South 06°54'37" East for 14.71 feet;  
Thence North 83°05'23" East for 0.87 feet;  
Thence North 06°54'37" East for 5.38 feet;  
Thence North 84°45'19" East for 0.45 feet;  
Thence South 05°14'41" East for 3.95 feet;  
Thence South 83°11'52" West for 11.05 feet;  
Thence South 81°23'24" West for 19.88 feet;  
Thence South 79°36'54" West for 8.01 feet;  
Thence South 78°30'19" West for 19.91 feet;  
Thence South 77°02'32" West for 7.99 feet;  
Thence South 75°39'13" West for 19.93 feet;  
Thence South 74°13'03" West for 8.00 feet;  
Thence South 72°49'42" West for 19.97 feet;  
Thence South 71°34'34" West for 8.00 feet;  
Thence South 69°59'59" West for 19.88 feet;  
Thence South 68°40'24" West for 7.99 feet;  
Thence South 67°14'30" West for 19.90 feet;  
Thence South 65°47'16" West for 7.97 feet;  
Thence South 64°24'20" West for 19.96 feet;  
Thence South 62°47'34" West for 8.00 feet;  
Thence South 59°46'05" West for 19.83 feet;  
Thence South 56°00'20" West for 10.84 feet;  
Thence North 35°35'24" West for 5.99 feet;  
Thence South 53°29'13" West for 4.91 feet;  
Thence North 36°31'21" West for 14.04 feet;  
Thence North 53°29'49" East for 10.92 feet;  
Thence North 33°33'16" West for 13.42 feet;  
Thence South 86°59'45" West for 1.88 feet;  
Thence North 02°38'34" West for 27.70 feet;  
Thence South 84°08'09" West for 0.75 feet;  
Thence South 01°15'32" East for 0.60 feet;  
Thence South 84°46'55" West for 0.50 feet;  
Thence South 77°54'13" West for 0.64 feet;  
Thence North 10°28'35" West for 7.59 feet;  
Thence North 87°07'23" East for 3.00 feet;

Thence North 02°27'27" West for 18.03 feet;  
Thence South 86°39'01" West for 2.98 feet;  
Thence South 06°02'07" West for 7.59 feet;  
Thence South 89°03'24" East for 0.62 feet;  
Thence North 84°20'04" East for 0.49 feet;  
Thence South 06°14'31" East for 0.57 feet;  
Thence North 88°01'39" East for 0.78 feet;  
Thence North 02°15'46" West for 43.35 feet;  
Thence North 87°36'13" East for 12.09 feet;  
Thence North 03°08'21" West for 0.60 feet;  
Thence North 87°41'05" East for 216.76 feet to the Point of Beginning.  
Contains 22,193 square feet.

Note: All calls on the above referenced legal description run along the outside face of precast wall.

EXCEPT FOR:

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 1 at elevation 1144.98 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;  
Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 71.66 feet along the north line of said Lot 1;  
Thence South 02°21'52" East for 26.96 feet to the northeast corner on the inside face of concrete wall of the east elevator shaft and the TRUE POINT OF BEGINNING;  
Thence along said inside face of wall the following four (4) courses;

1. Thence South 02°00'00" East for 9.67 feet;
2. Thence South 87°32'21" West for 8.33 feet;
3. Thence North 02°00'00" West for 9.73 feet;
4. Thence North 88°00'00" East for 8.33 feet to the Point of Beginning.

Contains 81 square feet.

AND ALSO EXCEPT:

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 1 at elevation 1144.98 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;  
Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 205.65 feet along the north line of said Lot 1;  
Thence South 02°21'52" East for 40.69 feet to the inside face of wall at the northeast corner of the west elevator lobby and the TRUE POINT OF BEGINNING;  
Thence South 02°32'24" East for 14.76 feet to a point on the inside face of concrete wall of the west elevator shaft;  
Thence continuing along said inside face of concrete wall the following five (5) courses;

1. Thence North 88°00'00" East for 11.49 feet;
2. Thence South 02°00'00" East for 8.00 feet;
3. Thence South 88°00'00" West for 0.29 feet;

4. Thence South 02°32'24" East for 7.75 feet;
5. Thence South 87°27'36" West for 0.74 feet;  
Thence South 02°32'24" East for 7.69 feet through said concrete wall to the inside face of wall of the west elevator lobby;

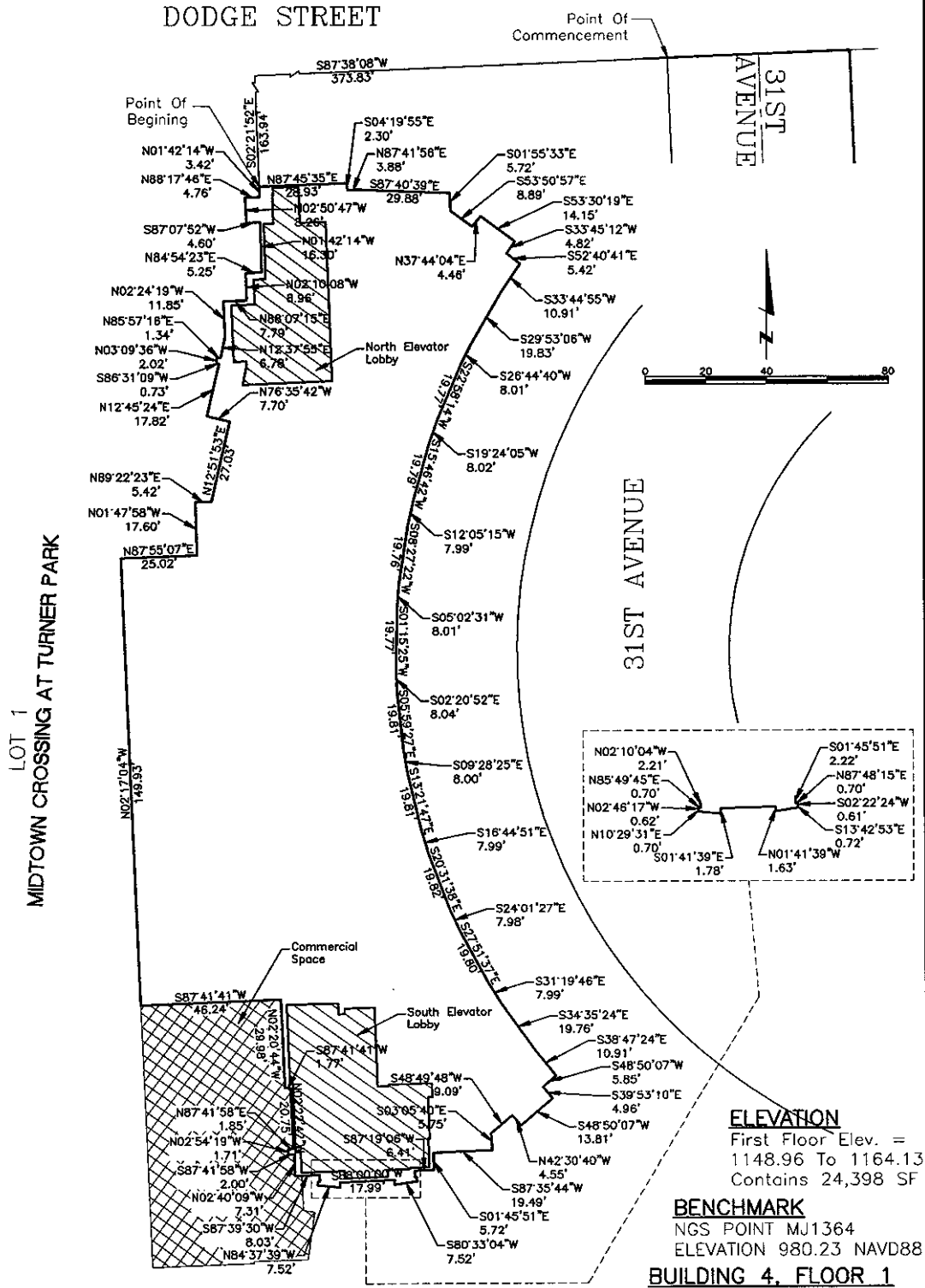
Thence along said inside face of wall the following thirteen (13) courses;

1. Thence South 87°27'36" West for 23.84 feet;
  2. Thence South 02°32'24" East for 0.98 feet;
  3. Thence South 87°27'36" West for 5.51 feet;
  4. Thence South 02°32'24" East for 1.34 feet;
  5. Thence South 87°27'36" West for 10.41 feet;
  6. Thence North 02°32'24" West for 1.34 feet;
  7. Thence South 87°27'36" West for 6.44 feet;
  8. Thence South 02°32'24" East for 1.33 feet;
  9. Thence South 87°27'36" West for 6.79 feet;
  10. Thence North 02°32'24" West for 1.11 feet;
  11. Thence South 87°27'36" West for 1.90 feet;
  12. Thence North 02°32'24" West for 6.19 feet;
  13. Thence South 87°27'36" West for 0.87 feet to the outside face of glass on the entrance doors;  
Thence North 02°32'24" West for 14.04 feet along said outside face of glass;  
Thence North 87°27'36" East for 0.89 feet to the inside face of wall of the west elevator lobby;  
Thence along said inside face of wall the following eight (8) courses
1. Thence North 02°32'24" West for 7.74 feet;
  2. Thence South 87°27'36" West for 0.19 feet;
  3. Thence North 02°32'24" West for 4.48 feet;
  4. Thence North 87°27'36" East for 9.47 feet;
  5. Thence North 02°32'24" West for 1.54 feet;
  6. Thence North 87°27'36" East for 13.48 feet;
  7. Thence North 02°32'24" West for 7.81 feet;
  8. Thence North 87°26'01" East for 21.73 feet to the Point of Beginning.  
Contains 20,148 square feet.

Note: Entire legal description contains 22,193 square feet including the exceptions.

**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, Floor 1 from the finished floor elevation of Floor 1 at elevation 1148.96 feet to the finished floor elevation of floor 2 at 1164.13 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)



**ELEVATION**  
 First Floor Elev. = 1148.96 To 1164.13  
 Contains 24,398 SF

**BENCHMARK**  
 NGS POINT MJ1364  
 ELEVATION 980.23 NAVD88  
**BUILDING 4, FLOOR 1**

**Lamp, Rynearson & Associates, Inc.**  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2027

**WWW.LRA-INC.COM**  
 (Ph) 402.496.2498  
 (Fax) 402.496.2730

drawn by: RJK  
 designer: MRT  
 job number-tasks: 03074.01-212  
 date: 10/12/09  
 book: 03074#3 page: 31-74  
 file name: 1FL\_BLD4.dwg

### Legal Description – Building 4, Floor 1

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, Floor 1 from the finished floor elevation of Floor 1 at elevation 1148.96 feet to the finished floor elevation of floor 2 at 1164.13 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 373.83 feet along the north line of said Lot 1;

Thence South 02°21'52" East to a point on the outside face of precast wall at the northwest corner of Building 4 and the TRUE POINT OF BEGINNING;

Thence along said precast wall the following fifty five (55) courses;

1. Thence North 87°45'35" East for 28.93 feet;
2. Thence South 04°19'55" East for 2.30 feet;
3. Thence North 87°41'56" East for 3.88 feet;
4. Thence South 87°40'39" East for 29.88 feet;
5. Thence South 01°55'33" East for 5.72 feet;
6. Thence South 53°50'57" East for 8.89 feet;
7. Thence South 53°30'19" East for 14.15 feet;
8. Thence South 33°45'12" West for 4.82 feet;
9. Thence South 52°40'41" East for 5.42 feet;
10. Thence South 33°44'55" West for 10.91 feet;
11. Thence South 29°53'06" West for 19.83 feet;
12. Thence South 26°44'40" West for 8.01 feet;
13. Thence South 22°58'14" West for 19.77 feet;
14. Thence South 19°24'05" West for 8.02 feet;
15. Thence South 15°46'42" West for 19.79 feet;
16. Thence South 12°05'15" West for 7.99 feet;
17. Thence South 08°27'22" West for 19.76 feet;
18. Thence South 05°02'31" West for 8.01 feet;
19. Thence South 01°15'25" West for 19.77 feet;
20. Thence South 02°20'52" East for 8.04 feet;
21. Thence South 05°59'27" East for 19.81 feet;
22. Thence South 09°28'25" East for 8.00 feet;
23. Thence South 13°21'47" East for 19.81 feet;
24. Thence South 16°44'51" East for 7.99 feet;
25. Thence South 20°31'38" East for 19.82 feet;
26. Thence South 16°44'51" East for 7.99 feet;
27. Thence South 20°31'38" East for 19.82 feet;
28. Thence South 24°01'27" East for 7.98 feet;
29. Thence South 27°51'37" East for 19.80 feet;
30. Thence South 31°19'46" East for 7.99 feet;
31. Thence South 34°35'24" East for 19.76 feet;
32. Thence South 38°47'24" East for 10.91 feet;
33. Thence South 48°50'07" West for 5.85 feet;
34. Thence South 39°53'10" East for 4.96 feet;
35. Thence South 48°50'07" West for 13.81 feet;
36. Thence North 42°30'40" West for 4.55 feet;
37. Thence South 48°49'48" West for 9.09 feet;

38. Thence South 03°05'40" East for 5.75 feet;
39. Thence South 87°35'44" West for 19.49 feet;
40. Thence South 01°45'51" East for 5.72 feet;
41. Thence South 87°19'06" West for 6.41 feet;
42. Thence South 01°45'51" East for 2.22 feet;
43. Thence North 87°48'15" East for 0.70 feet;
44. Thence South 02°22'24" West for 0.61 feet;
45. Thence South 13°42'53" East for 0.72 feet;
46. Thence South 80°33'04" West for 7.52 feet;
47. Thence North 01°41'39" West for 1.63 feet;
48. Thence South 88°00'00" West for 17.99 feet;
49. Thence South 01°41'39" East for 1.78 feet;
50. Thence North 84°37'39" West for 7.52 feet;
51. Thence North 10°29'31" East for 0.70 feet;
52. Thence North 02°46'17" West for 0.62 feet;
53. Thence North 85°49'45" East for 0.70 feet;
54. Thence North 02°10'04" West for 2.21 feet;
55. Thence South 87°39'30" West for 8.03 feet to the west inside face of the drywall separating Building 4 from the Commercial Space;  
Thence continuing along said wall line the following eight (8) courses;
  1. Thence North 02°40'09" West for 7.31 feet;
  2. Thence South 87°41'58" West for 2.00 feet;
  3. Thence North 02°54'19" West for 1.71 feet;
  4. Thence North 87°41'58" East for 1.85 feet;
  5. Thence North 02°22'42" West for 20.75 feet;
  6. Thence South 87°41'41" West for 1.77 feet;
  7. Thence North 02°20'44" West for 29.98 feet;
  8. Thence South 87°41'41" West for 46.24 feet to the outside face of precast wall of said Building 4;  
Thence along said precast wall the following twenty (20) courses;
    1. Thence North 02°17'04" West for 149.93 feet;
    2. Thence North 87°55'07" East for 25.02 feet;
    3. Thence North 01°47'58" West for 17.60 feet;
    4. Thence North 89°22'23" East for 5.42 feet;
    5. Thence North 12°51'53" East for 27.03 feet;
    6. Thence North 76°35'42" West for 7.70 feet;
    7. Thence North 12°45'24" East for 17.82 feet;
    8. Thence South 86°31'09" West for 0.73 feet;
    9. Thence North 03°09'36" West for 2.02 feet;
    10. Thence North 85°57'16" East for 1.34 feet;
    11. Thence North 12°37'55" East for 6.78 feet;
    12. Thence North 02°24'19" West for 11.85 feet;
    13. Thence North 88°07'15" East for 7.79 feet;
    14. Thence North 02°10'08" West for 8.96 feet;
    15. Thence North 84°54'23" East for 5.25 feet;
    16. Thence North 01°42'14" West for 16.30 feet;
    17. Thence South 87°07'52" West for 4.60 feet;
    18. Thence North 02°50'47" West for 8.26 feet;
    19. Thence North 88°17'46" East for 4.76 feet;
    20. Thence North 01°42'14" West for 3.42 feet to the Point of Beginning.  
Contains 27,971 square feet.

EXCEPT FOR:

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4 north Elevator Lobby, from the finished floor elevation of Floor 1 at elevation 1148.96 feet (NAVD88) to the finished floor elevation of Floor 2 at 1164.13 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 369.31 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 164.45 feet to a point on the inside face of wall at the northwest corner of the north elevator lobby of Building 4, and the TRUE POINT OF BEGINNING;

Thence continuing along said inside face of wall the following six (6) courses.

1. Thence North 87°44'28" East for 8.34 feet;
2. Thence South 02°14'25" East for 11.75 feet;
3. Thence North 87°45'35" East for 8.58 feet;
4. Thence South 02°14'25" East for 52.62 feet;
5. Thence South 87°45'35" West for 29.47 feet;
6. Thence North 12°03'47" East for 6.76 feet to the outside face of the poured concrete wall for the air vent that services the parking garage;

Thence North 02°14'25" West for 1.12 feet through the poured concrete wall to the inside face of the poured concrete wall of said air vent;

Thence continuing along said inside face of poured concrete wall the following five (5) courses;

1. Thence South 87°45'35" West for 4.32 feet;
2. Thence North 02°14'25" West for 18.67 feet;
3. Thence North 87°30'13" East for 7.65 feet;
4. Thence North 02°14'25" West for 8.30 feet;
5. Thence North 87°45'35" East for 4.03 feet;

Thence North 02°14'25" West for 18.00 feet through the poured concrete wall to the inside face of wall of the north elevator lobby;

Thence South 87°45'35" West for 3.14 feet along said inside face of wall;

Thence North 02°14'25" West for 9.37 feet through the wall of the north elevator lobby to the outside face of the doors leading from the parking garage;

Thence North 87°45'35" East for 0.38 feet to the inside face of wall of the north elevator lobby;

Thence North 02°14'26" West for 2.33 feet along said inside face of wall to the Point of

Beginning.

Contains 1,491 square feet.

AND ALSO EXCEPT:

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4 south elevator lobby, from the finished floor elevation of Floor 1 at elevation 1148.96 feet (NAVD88) to the finished floor elevation of Floor 2 at 1164.13 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 331.18 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 170.14 feet to the inside face of wall at the southeast corner of the south elevator lobby of Building 4 and the TRUE POINT OF BEGINNING;



Thence along said inside face of wall for the following three (3) courses;

1. Thence South 88°00'00" West for 6.45 feet;
2. Thence South 02°00'00" East for 0.48 feet;
3. Thence South 88°00'00" West for 7.41 feet;

Thence South 02°00'00" East for 2.17 feet along said inside face of wall to the exterior face of glass on the entry way to the south elevator lobby;

Thence South 88°00'00" West for 13.99 feet along the exterior face of said entry way;

Thence South 02°00'00" East for 2.41 feet to the inside face of wall of south elevator lobby;

Thence along said inside face of wall the following five (5) courses;

1. Thence South 88°00'00" West for 14.32 feet;
2. Thence North 02°00'00" West for 6.88 feet;
3. Thence South 88°00'00" West for 1.25 feet;
4. Thence North 02°00'00" West for 1.21 feet;
5. Thence South 88°00'00" West for 0.20 feet;

Thence North 02°00'00" West for 22.29 feet along said inside face of wall to the inside face of a structural concrete wall;

Thence South 88°00'00" West for 0.93 feet along said inside face of a structural concrete wall;

Thence North 02°00'00" West for 26.50 feet along said inside face of a structural concrete wall;

Thence North 88°00'00" East for 17.02 feet along said inside face of a structural concrete wall to the inside face of wall of the south elevator lobby;

Thence along the inside face of wall the following thirteen (13) courses;

1. Thence South 02°00'00" East for 3.74 feet;
2. Thence North 88°00'00" East for 2.04 feet;
3. Thence North 02°00'00" West for 1.84 feet;
4. Thence North 88°00'00" East for 9.89 feet;
5. Thence South 02°00'00" East for 26.87 feet;
6. Thence North 88°00'00" East for 3.50 feet;
7. Thence North 02°00'00" West for 0.56 feet;
8. Thence North 88°00'00" East for 14.27 feet;
9. Thence South 02°00'00" East for 4.83 feet;
10. Thence South 88°00'00" West for 1.45 feet;
11. Thence South 02°00'00" East for 13.94 feet;
12. Thence South 88°00'00" West for 0.45 feet;
13. Thence South 02°00'00" East for 9.66 feet to the Point of Beginning.

Contains 2,082 square feet.

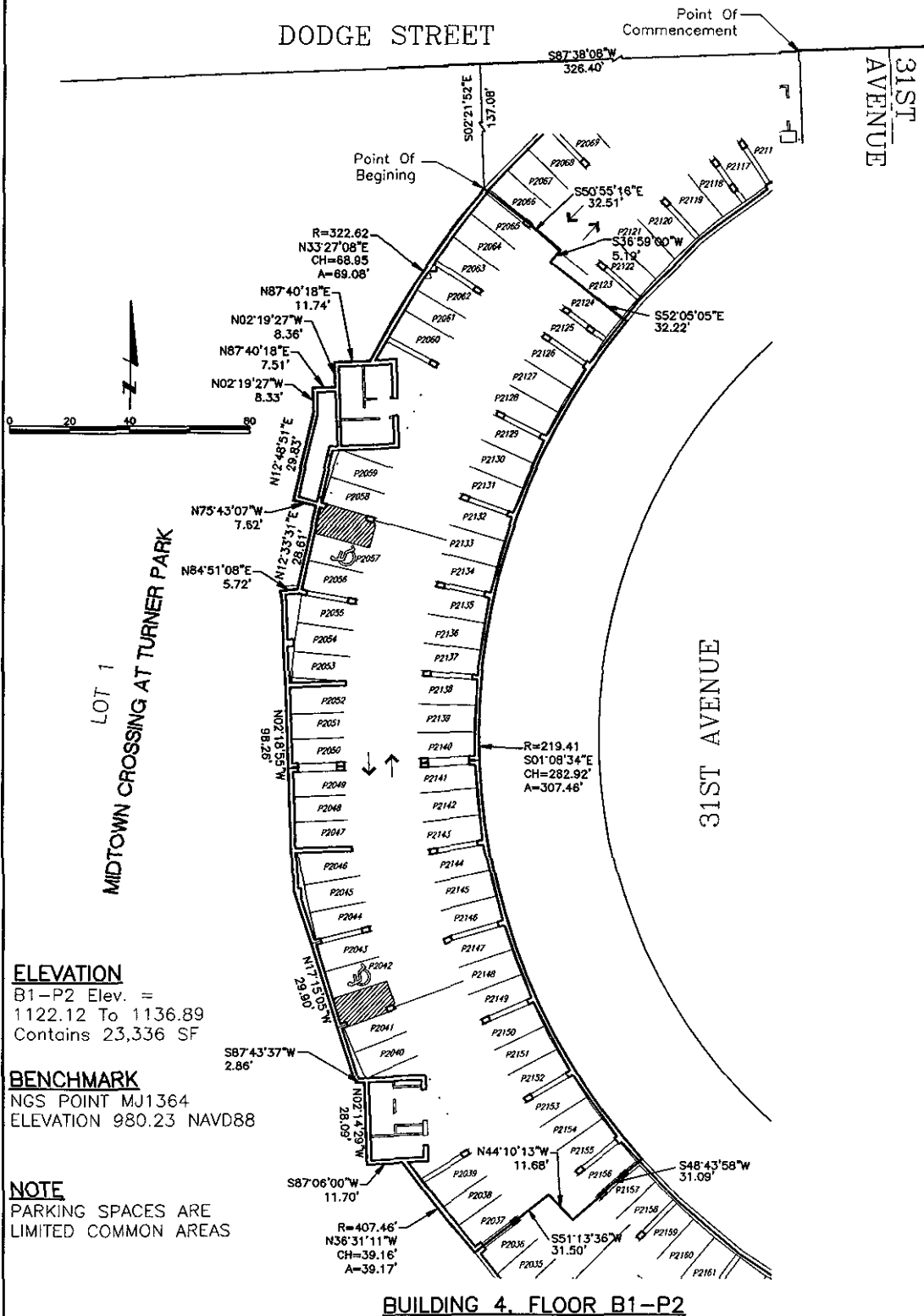
Note: Entire legal description contains 24,398 square feet including the exceptions.

**EXHIBIT B**

**CONDOMINIUM 200 PARCEL**

**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor B1-P2 at elevation 1122.12 feet (NAVD88) to the finished floor elevation of Floor B2-P1 at 1136.89 feet (NAVD 88), described as follows: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)




**ELEVATION**  
 B1-P2 Elev. =  
 1122.12 To 1136.89  
 Contains 23,336 SF

**BENCHMARK**  
 NGS POINT MJ1364  
 ELEVATION 980.23 NAVD88

**NOTE**  
 PARKING SPACES ARE  
 LIMITED COMMON AREAS

**BUILDING 4, FLOOR B1-P2**

 <p><b>Lamp, Ryncarson &amp; Associates, Inc.</b>          14710 West Dodge Road, Suite 100          Omaha, Nebraska 68154-2027</p>	<p><a href="http://WWW.LRA-INC.COM">WWW.LRA-INC.COM</a>          (Ph) 402.496.2498          (Fax) 402.496.2730</p>	<p>drawn by: RJK/EAM          designer: MRT          job number-task: 03074.01-212          date: 9-15-09          book: 03074#3 page: 31-74          file name: B1-P2.dwg</p>
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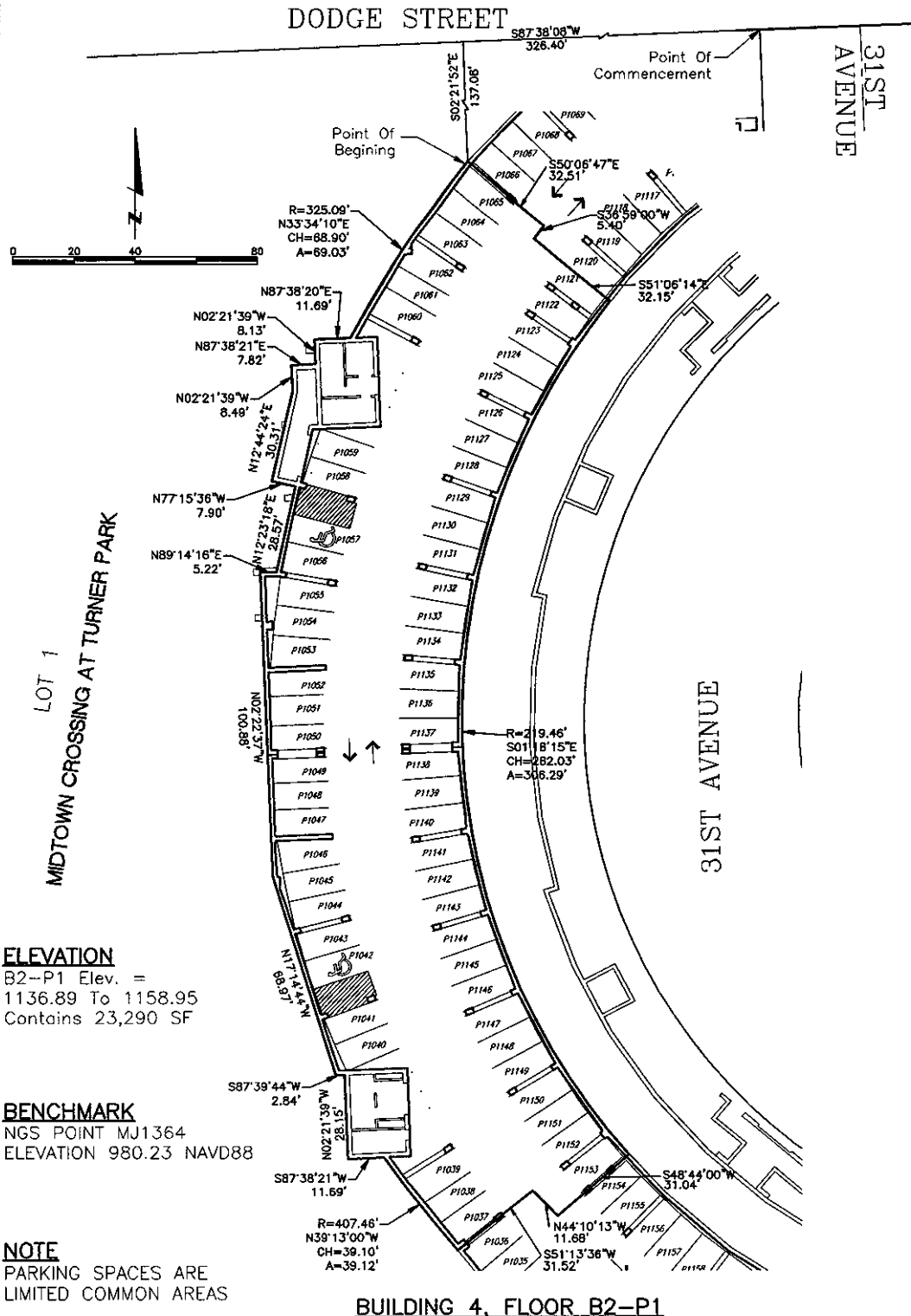
### Legal Description – Building 4, Floor B1P2

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor B1-P2 at elevation 1122.12 feet (NAVD88) to the finished floor elevation of Floor B2-P1 at 1136.89 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;  
Thence South 87°38'08" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 326.40 feet along the north line of said Lot 1;  
Thence South 02°21'52" East to a point on the outside face of the west concrete wall of the parking garage and the TRUE POINT OF BEGINNING;  
Thence South 50°55'16" East for 32.51 feet;  
Thence South 36°59'00" West for 5.19 feet;  
Thence South 52°05'05" East for 32.22 feet to a point on the outside face of the east concrete wall of the parking garage;  
Thence along a curve to the left (having a radius of 219.41 feet and a long chord bearing South 01°08'34" East for 282.92 feet) for an arc length of 307.46 feet;  
Thence South 48°43'58" West for 31.09 feet;  
Thence North 44°10'13" West for 11.68 feet;  
Thence South 51°13'36" West for 31.50 feet to a point on the outside face of the west concrete wall of the parking garage;  
Thence along a curve to the right (having a radius of 407.46 feet and a long chord bearing North 36°31'11" West for 39.16 feet) for an arc length of 39.17 feet;  
Thence South 87°06'00" West for 11.70 feet;  
Thence North 02°14'29" West for 28.09 feet;  
Thence South 87°43'37" West for 2.86 feet;  
Thence North 17°15'05" West for 29.90 feet;  
Thence North 02°18'55" West for 98.26 feet;  
Thence North 84°51'08" East for 5.72 feet;  
Thence North 12°33'31" East for 28.61 feet;  
Thence North 75°43'07" West for 7.62 feet;  
Thence North 12°48'51" East for 29.83 feet;  
Thence North 02°19'27" West for 8.33 feet;  
Thence North 87°40'18" East for 7.51 feet;  
Thence North 02°19'27" West for 8.36 feet;  
Thence North 87°40'18" East for 11.74 feet;  
Thence along a curve to the right (having a radius of 322.62 feet and a long chord bearing North 33°27'08" East for 68.95 feet) for an arc length of 69.08 feet to the Point of Beginning.  
Contains 23,336 square feet.

**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, plotted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor B2-P1 at elevation 1136.89 feet (NAVD88) to the finished floor elevation of Floor 1 at 1148.96 feet (NAVD 88), described as follows: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)



**ELEVATION**  
 B2-P1 Elev. =  
 1136.89 To 1158.95  
 Contains 23,290 SF

**BENCHMARK**  
 NGS POINT MJ1364  
 ELEVATION 980.23 NAVD88

**NOTE**  
 PARKING SPACES ARE  
 LIMITED COMMON AREAS

**BUILDING 4, FLOOR B2-P1**

**Lamp, Rynearson & Associates, Inc.**  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2027

**WWW.LRA-INC.COM**  
 (Ph) 402.496.2498  
 (Fax) 402.496.2730

drawn by: RJK/EAM  
 designer: MRT  
 job number-task: 03074.01-212  
 date: 9-15-09  
 book: 03074#3 page: 31-74  
 file name: B2-P1.dwg

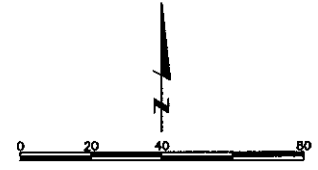
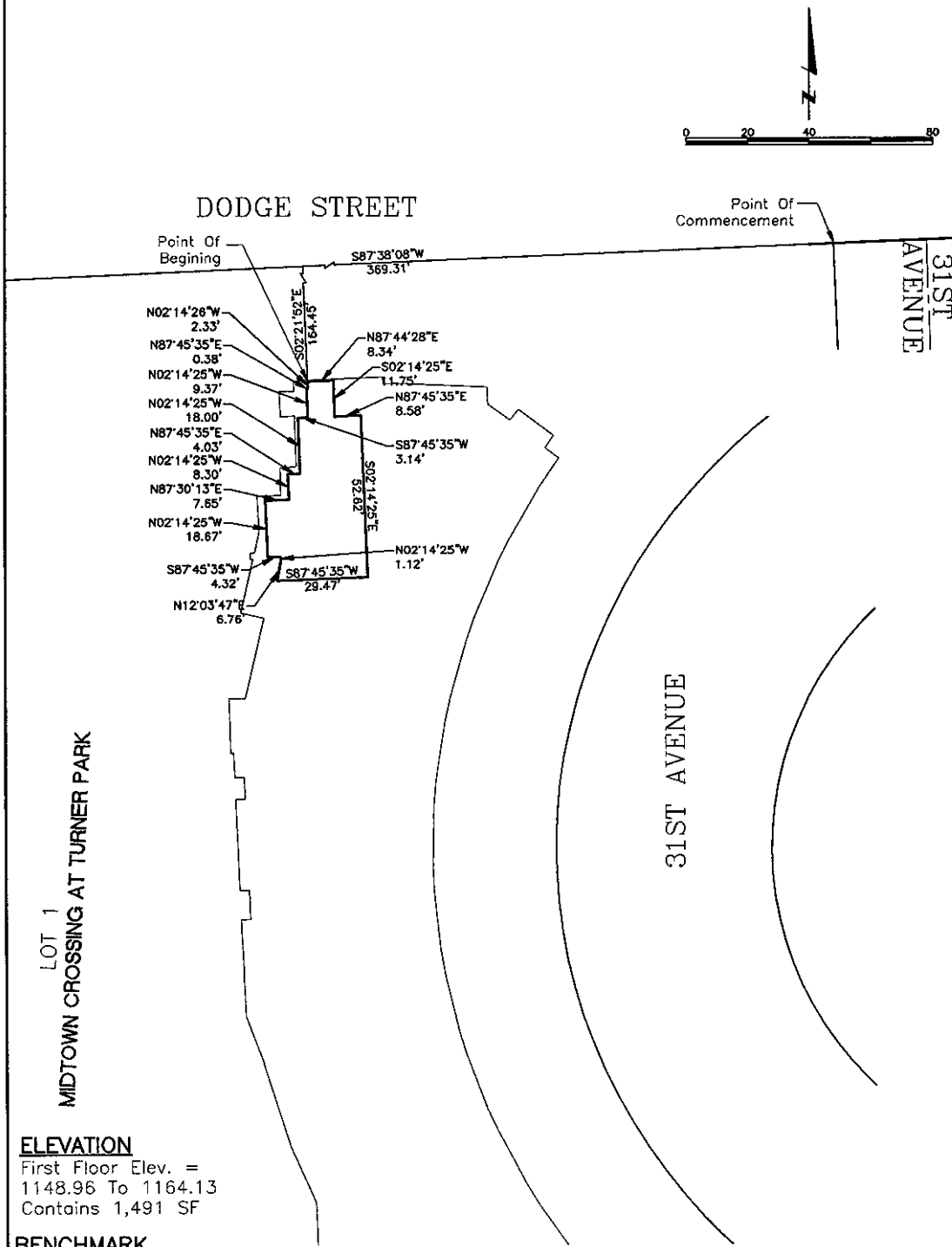
### Legal Description – Building 4, Floor B2-P1

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor B2-P1 at elevation 1136.89 feet (NAVD88) to the finished floor elevation of Floor 1 at 1148.96 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;  
Thence South 87°38'08" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 326.40 feet along the north line of said Lot 1;  
Thence South 02°21'52" East for 137.08 feet to a point on the west outside face of the concrete wall of the parking garage and the TRUE POINT OF BEGINNING;  
Thence South 50°06'47" East for 32.51 feet;  
Thence South 36°59'00" West for 5.40 feet;  
Thence South 51°06'14" East for 32.15 feet to a point on the outside face of the east concrete wall of the parking garage;  
Thence along a curve to the left (having a radius of 219.46 feet and a long chord bearing South 01°18'15" East for 282.03 feet) for an arc length of 306.29 feet;  
Thence South 48°44'00" West for 31.04 feet;  
Thence North 44°10'13" West for 11.68 feet;  
Thence South 51°13'36" West for 31.52 feet;  
Thence along a curve to the right (having a radius of 407.46 feet and a long chord bearing North 39°13'00" West for 39.10 feet) for an arc length of 39.12 feet;  
Thence South 87°38'21" West for 11.69 feet;  
Thence North 02°21'39" West for 28.15 feet;  
Thence South 87°39'44" West for 2.84 feet;  
Thence North 17°14'44" West for 68.97 feet;  
Thence North 02°22'37" West for 100.88 feet;  
Thence North 89°14'16" East for 5.22 feet;  
Thence North 12°23'18" East for 28.57 feet;  
Thence North 77°15'36" West for 7.90 feet;  
Thence North 12°44'24" East for 30.31 feet;  
Thence North 02°21'39" West for 8.49 feet;  
Thence North 87°38'21" East for 7.82 feet;  
Thence North 02°21'39" West for 8.13 feet;  
Thence North 87°38'20" East for 11.69 feet;  
Thence along a curve to the right (having a radius of 325.09 feet and a long chord bearing North 33°34'10" East for 68.90 feet) for an arc length of 69.03 feet to the Point of Beginning.  
Contains 23,290 square feet.

**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor 1 at elevation 1148.96 feet (NAVD88) to the finished floor elevation of Floor 2 at 1164.13 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)



**ELEVATION**

First Floor Elev. =  
1148.96 To 1164.13  
Contains 1,491 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88

**BUILDING 4, FLOOR 1, NORTH ELEVATOR LOBBY**

**Lamp, Rynearson & Associates, Inc.**  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

**WWW.LRA-INC.COM**  
(Ph) 402.496.2498  
(Fax) 402.496.2730

drawn by: RJK\EAM  
designer: MRT  
job number-tasks: 03074.01-212  
date: 9-25-09  
book: 03074#3page: 31-74  
file name: 1FL-BLD4-NEL.dwg

### Legal Description – Building 4, Floor 1, North Elevator Lobby

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor 1 at elevation 1148.96 feet (NAVD88) to the finished floor elevation of Floor 2 at 1164.13 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 369.31 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 164.45 feet to a point on the inside face of wall at the northwest corner of the north elevator lobby of Building 4, and the TRUE POINT OF BEGINNING;

Thence continuing along said inside face of wall the following six (6) courses.

1. Thence North 87°44'28" East for 8.34 feet;
2. Thence South 02°14'25" East for 11.75 feet;
3. Thence North 87°45'35" East for 8.58 feet;
4. Thence South 02°14'25" East for 52.62 feet;
5. Thence South 87°45'35" West for 29.47 feet;
6. Thence North 12°03'47" East for 6.76 feet to the outside face of the poured concrete wall for the air vent that services the parking garage;

Thence North 02°14'25" West for 1.12 feet through the poured concrete wall to the inside face of the poured concrete wall of said air vent;

Thence continuing along said inside face of poured concrete wall the following five (5) courses;

1. Thence South 87°45'35" West for 4.32 feet;
2. Thence North 02°14'25" West for 18.67 feet;
3. Thence North 87°30'13" East for 7.65 feet;
4. Thence North 02°14'25" West for 8.30 feet;
5. Thence North 87°45'35" East for 4.03 feet;

Thence North 02°14'25" West for 18.00 feet through the poured concrete wall to the inside face of wall of the north elevator lobby;

Thence South 87°45'35" West for 3.14 feet along said inside face of wall;

Thence North 02°14'25" West for 9.37 feet through the wall of the north elevator lobby to the outside face of the doors leading from the parking garage;

Thence North 87°45'35" East for 0.38 feet to the inside face of wall of the north elevator lobby;

Thence North 02°14'26" West for 2.33 feet along said inside face of wall to the Point of

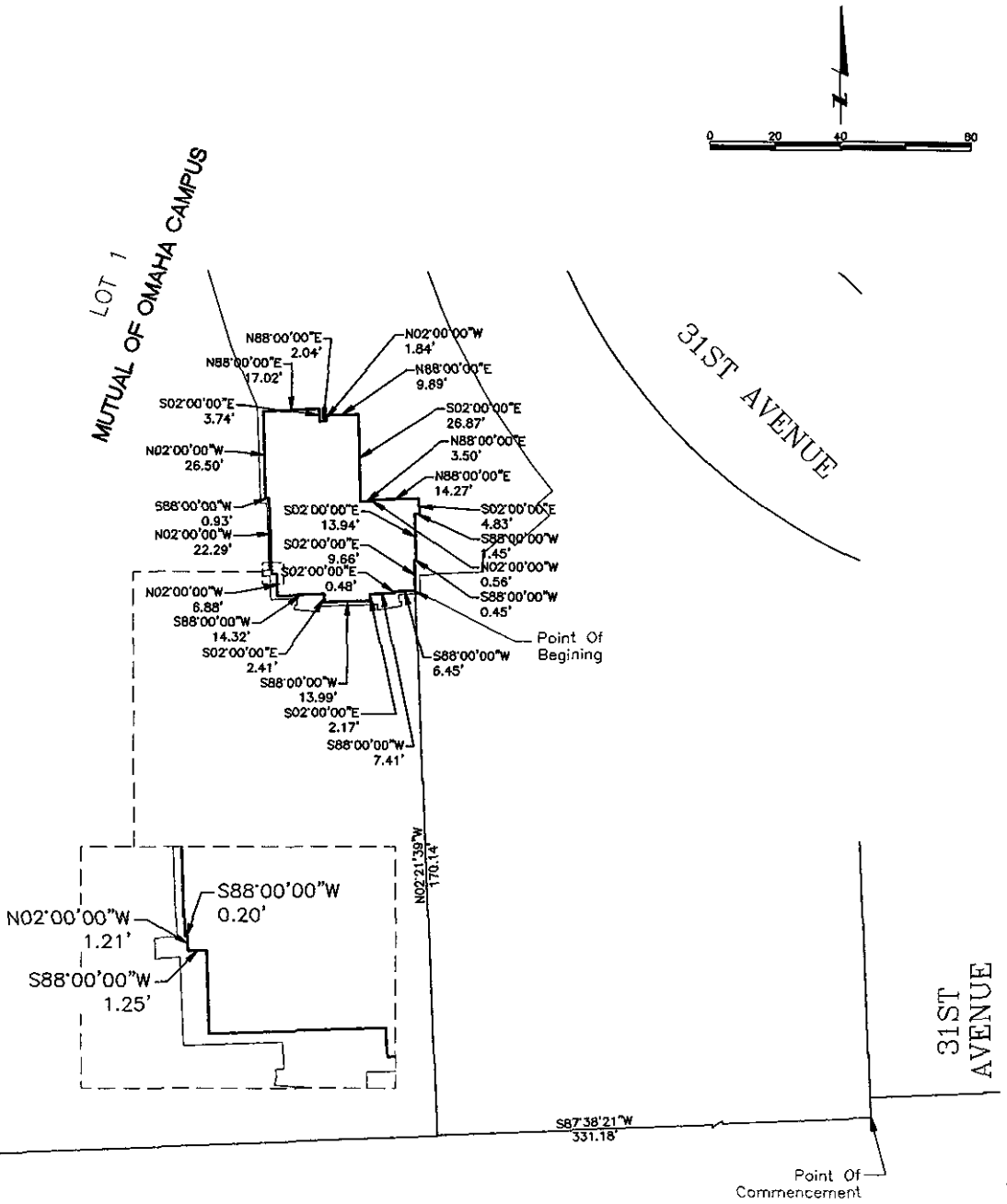
Beginning.

Contains 1,491 square feet.



**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor 1 at elevation 1148.96 feet (NAVD88) to the finished floor elevation of Floor 2 at 1164.13 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)



**ELEVATION**  
 First Floor Elev. =  
 1148.96 To 1164.13  
 Contains 2,082 SF

**FARNAM STREET**

**BENCHMARK**  
 NGS POINT MJ1364  
 ELEVATION 980.23 NAVD88 **BUILDING 4, FLOOR 1, SOUTH ELEVATOR LOBBY**

 <p><b>Lamp, Ryncarson &amp; Associates, Inc.</b>          14710 West Dodge Road, Suite 100          Omaha, Nebraska 68154-2027</p>	<p><a href="http://WWW.LRA-INC.COM">WWW.LRA-INC.COM</a>          (Ph) 402.496.2498          (Fax) 402.496.2730</p>	<p>drawn by: RJK\EAM          designer: MRT          job number-tasks: 03074.01-212          date: 9-25-09          book: 03074#3 page: 31-74          file name: 1FL-BLD4-SEL.dwg</p>
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### Legal Description – Building 4, Floor 1, South Elevator Lobby

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor 1 at elevation 1148.96 feet (NAVD88) to the finished floor elevation of Floor 2 at 1164.13 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 331.18 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 170.14 feet to the inside face of wall at the southeast corner of the south elevator lobby of Building 4 and the TRUE POINT OF BEGINNING;

Thence along said inside face of wall for the following three (3) courses;

1. Thence South 88°00'00" West for 6.45 feet;
2. Thence South 02°00'00" East for 0.48 feet;
3. Thence South 88°00'00" West for 7.41 feet;

Thence South 02°00'00" East for 2.17 feet along said inside face of wall to the exterior face of glass on the entry way to the south elevator lobby;

Thence South 88°00'00" West for 13.99 feet along the exterior face of said entry way;

Thence South 02°00'00" East for 2.41 feet to the inside face of wall of south elevator lobby;

Thence along said inside face of wall the following five (5) courses;

1. Thence South 88°00'00" West for 14.32 feet;
2. Thence North 02°00'00" West for 6.88 feet;
3. Thence South 88°00'00" West for 1.25 feet;
4. Thence North 02°00'00" West for 1.21 feet;
5. Thence South 88°00'00" West for 0.20 feet;

Thence North 02°00'00" West for 22.29 feet along said inside face of wall to the inside face of a structural concrete wall;

Thence South 88°00'00" West for 0.93 feet along said inside face of a structural concrete wall;

Thence North 02°00'00" West for 26.50 feet along said inside face of a structural concrete wall;

Thence North 88°00'00" East for 17.02 feet along said inside face of a structural concrete wall to the inside face of wall of the south elevator lobby;

Thence along the inside face of wall the following thirteen (13) courses;

1. Thence South 02°00'00" East for 3.74 feet;
2. Thence North 88°00'00" East for 2.04 feet;
3. Thence North 02°00'00" West for 1.84 feet;
4. Thence North 88°00'00" East for 9.89 feet;
5. Thence South 02°00'00" East for 26.87 feet;
6. Thence North 88°00'00" East for 3.50 feet;
7. Thence North 02°00'00" West for 0.56 feet;
8. Thence North 88°00'00" East for 14.27 feet;
9. Thence South 02°00'00" East for 4.83 feet;
10. Thence South 88°00'00" West for 1.45 feet;
11. Thence South 02°00'00" East for 13.94 feet;
12. Thence South 88°00'00" West for 0.45 feet;
13. Thence South 02°00'00" East for 9.66 feet to the Point of Beginning;

Contains 2,082 square feet.

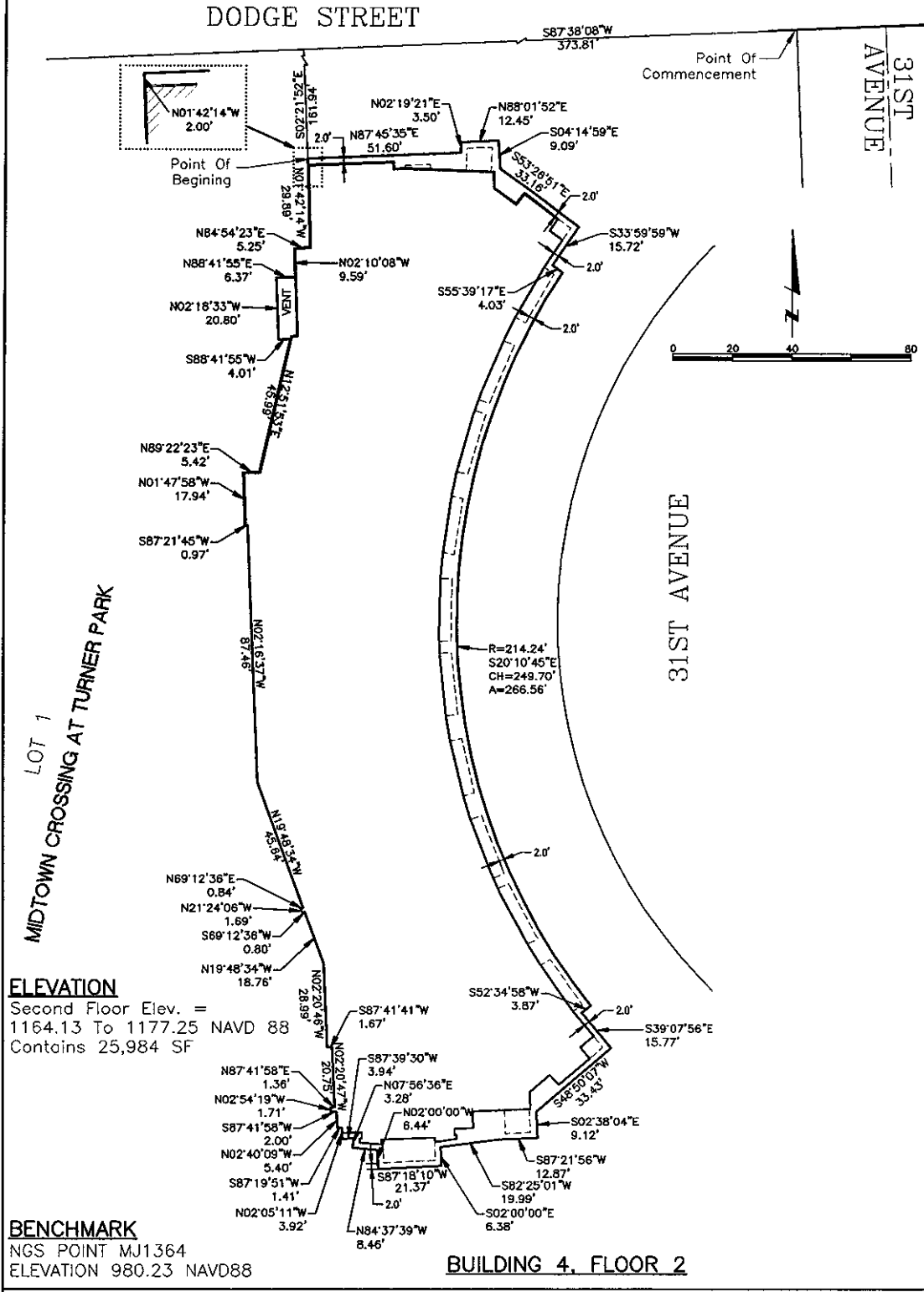
September 15, 2009


LAMP, RYNEARSON & ASSOCIATES, INC.

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**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor 2 at elevation 1164.13 feet (NAVD 88) to the finished floor elevation of Floor 3 at elevation 1177.25 feet (NAVD 88), described as follows: (SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)



 <p><b>Lamp, Rynearson &amp; Associates, Inc.</b> 14710 West Dodge Road, Suite 100 Omaha, Nebraska 68154-2027</p>	<p><a href="http://WWW.LRA-INC.COM">WWW.LRA-INC.COM</a></p> <p>(Ph) 402.496.2498 (Fax) 402.496.2730</p>	<p>drawn by: RJK/EAM designer: MRT job number-tasks: 03074.01-212 date: 9-15-09 book: 03074#3 page: 31-74 file name: 2FL-BLD4.dwg</p>
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### Legal Description – Building 4, Floor 2

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor 2 at elevation 1164.13 feet (NAVD 88) to the finished floor elevation of Floor 3 at elevation 1177.25 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 373.81 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 161.94 feet to the TRUE POINT OF BEGINNING, said point being North 01°42'14" West for 2.00' from the northwest corner of Building 4;

Thence North 87°45'35" East for 51.60 feet;

Thence North 02°19'21" East for 3.50 feet;

Thence North 88°01'52" East for 12.45 feet;

Thence South 04°14'59" East for 9.09 feet;

Thence South 53°26'51" East for 33.16 feet;

Thence South 33°59'59" West for 15.72 feet;

Thence South 55°39'17" East for 4.03 feet;

Thence along a curve to the left (having a radius of 214.24 feet and a long chord bearing South 20°10'45" East for 249.70 feet) for an arc length of 266.56 feet;

Thence South 52°34'58" West for 3.87 feet;

Thence South 39°07'56" East for 15.77 feet;

Thence South 48°50'07" West for 33.43 feet;

Thence South 02°38'04" East for 9.12 feet;

Thence South 87°21'56" West for 12.87 feet;

Thence South 82°25'01" West for 19.99 feet;

Thence South 02°00'00" East for 6.38 feet;

Thence South 87°18'10" West for 21.37 feet;

Thence North 02°00'00" West for 6.44 feet;

Thence North 84°37'39" West for 8.46 feet;

Thence North 07°56'36" East for 3.28 feet;

Thence South 87°39'30" West for 3.94 feet;

Thence North 02°05'11" West for 3.92 feet to the west structural face of the wall separating residential area from the commercial area;

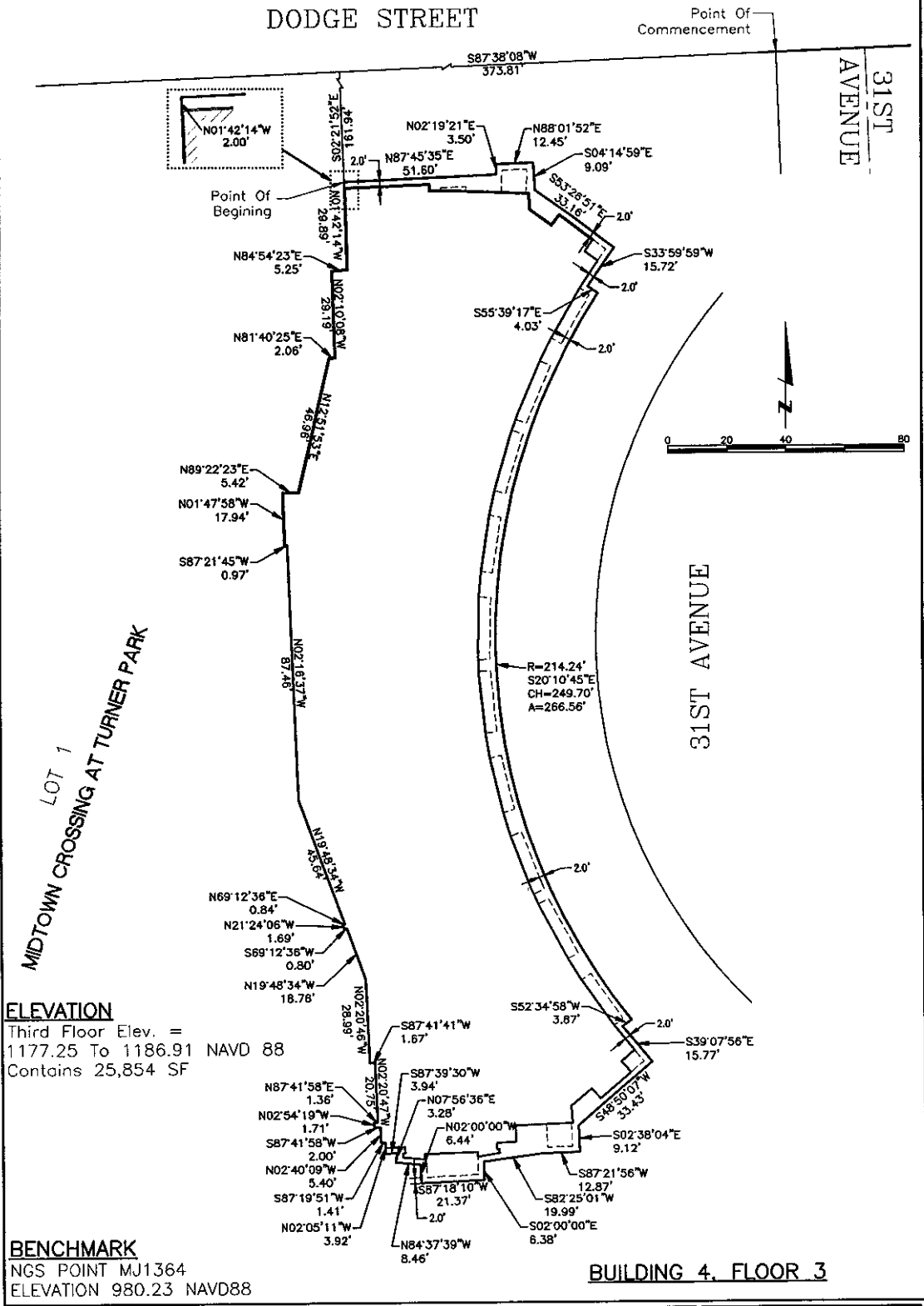
Thence continuing along said structural wall line for the following fifteen (15) courses;

1. Thence South 87°19'51" West for 1.41 feet;
2. Thence North 02°40'09" West for 5.40 feet;
3. Thence South 87°41'58" West for 2.00 feet;
4. Thence North 02°54'19" West for 1.71 feet;
5. Thence North 87°41'58" East for 1.36 feet;
6. Thence North 02°20'47" West for 20.75 feet;
7. Thence South 87°41'41" West for 1.67 feet;
8. Thence North 02°20'46" West for 28.99 feet;
9. Thence North 19°48'34" West for 18.76 feet;
10. Thence South 69°12'36" West for 0.80 feet;
11. Thence North 21°24'06" West for 1.69 feet;
12. Thence North 69°12'36" East for 0.84 feet;
13. Thence North 19°48'34" West for 45.64 feet;
14. Thence North 02°16'37" West for 87.46 feet;

15. Thence South 87°21'45" West for 0.97 feet to the outside face of the precast wall between Building 4 and the Parking garage;  
Thence continuing along said outside face of precast wall for the following nine (9) courses;
1. Thence North 01°47'58" West for 17.94 feet;
  2. Thence North 89°22'23" East for 5.42 feet;
  3. Thence North 12°51'53" East for 45.99 feet;
  4. Thence South 88°41'55" West for 4.01 feet;
  5. Thence North 02°18'33" West for 20.80 feet;
  6. Thence North 88°41'55" East for 6.37 feet;
  7. Thence North 02°10'08" West for 9.59 feet;
  8. Thence North 84°54'23" East for 5.25 feet;
  9. Thence North 01°42'14" West for 29.89 feet to the Point of Beginning.  
Contains 25,984 square feet.

**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, plotted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor 3 at elevation 1177.25 feet (NAVD 88) to the finished floor elevation of Floor 4 at 1186.91 feet (NAVD 88), described as follows:  
(SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)



**ELEVATION**  
Third Floor Elev. =  
1177.25 To 1186.91 NAVD 88  
Contains 25,854 SF

**BENCHMARK**  
NGS POINT MJ1364  
ELEVATION 980.23 NAVD88

**BUILDING 4, FLOOR 3**

**Lamp, Ryncarson & Associates, Inc.**  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

**WWW.LRA-INC.COM**  
(Ph) 402.496.2498  
(Fax) 402.496.2730

drawn by: RJK/EAM  
designer: MRT  
job number-task: 03074.01-212  
date: 9-15-09  
book: 03074#3 page: 31-74  
file name: 3FL-BLD4.dwg

### Legal Description – Building 4, Floor 3

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor 3 at elevation 1177.25 feet (NAVD 88) to the finished floor elevation of Floor 4 at 1186.91 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;  
Thence South 87°38'08" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 373.81 feet along the north line of said Lot 1;  
Thence South 02°21'52" East for 161.94 feet to the TRUE POINT OF BEGINNING, said point being North 01°42'14" West for 2.00' from the northwest corner of Building 4;  
Thence North 87°45'35" East for 51.60 feet;  
Thence North 02°19'21" East for 3.50 feet;  
Thence North 88°01'52" East for 12.45 feet;  
Thence South 04°14'59" East for 9.09 feet;  
Thence South 53°26'51" East for 33.16 feet;  
Thence South 33°59'59" West for 15.72 feet;  
Thence South 55°39'17" East for 4.03 feet;  
Thence along a curve to the right (having a radius of 214.24 feet and a long chord bearing South 20°10'45" East for 249.70 feet) for an arc length of 266.56 feet;  
Thence South 52°34'58" West for 3.87 feet;  
Thence South 39°07'56" East for 15.77 feet;  
Thence South 48°50'07" West for 33.43 feet;  
Thence South 02°38'04" East for 9.12 feet;  
Thence South 87°21'56" West for 12.87 feet;  
Thence South 82°25'01" West for 19.99 feet;  
Thence South 02°00'00" East for 6.38 feet;  
Thence South 87°18'10" West for 21.37 feet;  
Thence North 02°00'00" West for 6.44 feet;  
Thence North 84°37'39" West for 8.46 feet;  
Thence North 07°56'36" East for 3.28 feet;  
Thence South 87°39'30" West for 3.94 feet;  
Thence North 02°05'11" West for 3.92 feet to the west structural face of the wall separating the residential space from the commercial space;  
Thence continuing along said structural wall line for the following Fifteen (15) courses;

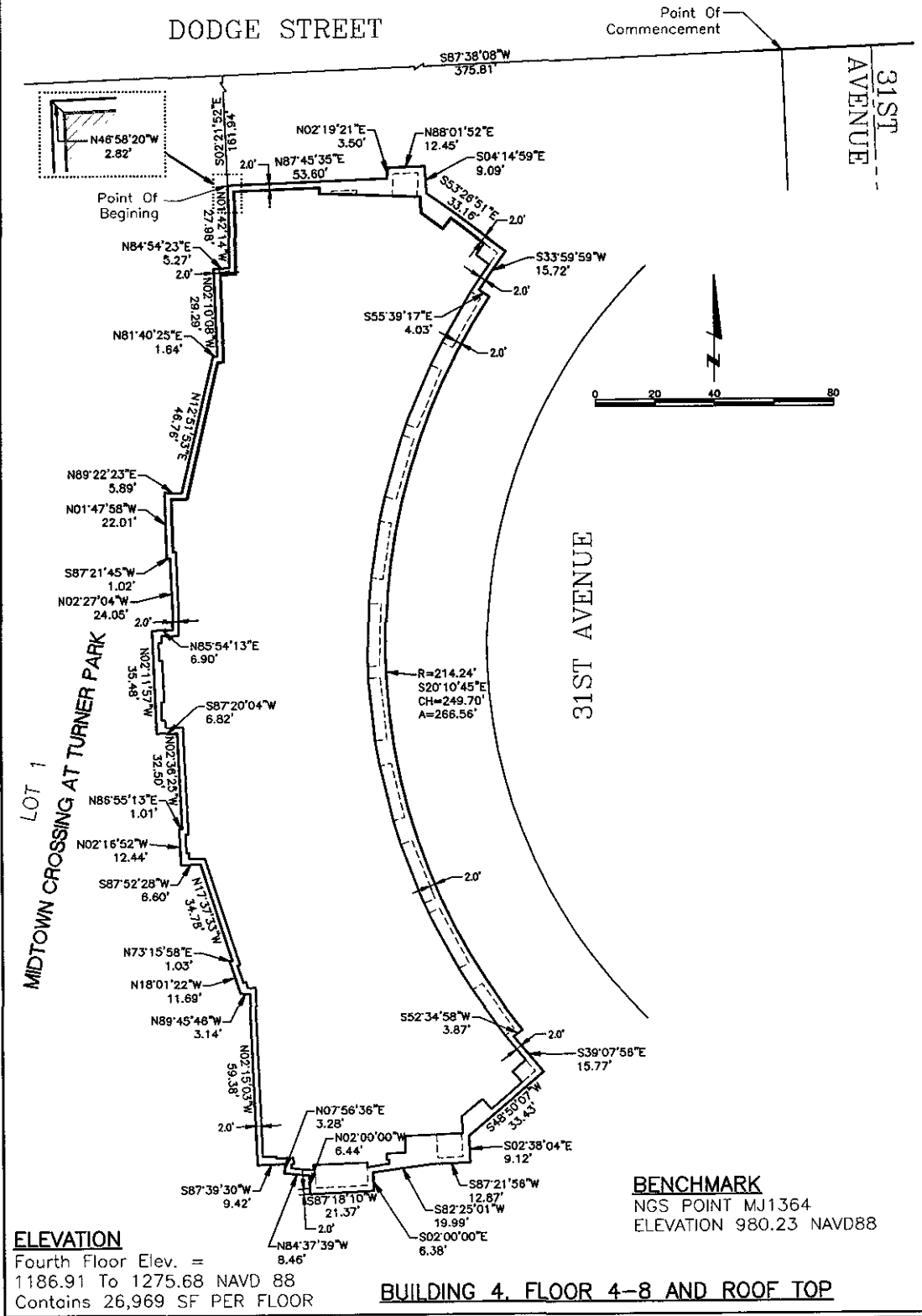
1. Thence South 87°19'51" West for 1.41 feet;
2. Thence North 02°40'09" West for 5.40 feet;
3. Thence South 87°41'58" West for 2.00 feet;
4. Thence North 02°54'19" West for 1.71 feet;
5. Thence North 87°41'58" East for 1.36 feet;
6. Thence North 02°20'47" West for 20.75 feet;
7. Thence South 87°41'41" West for 1.67 feet;
8. Thence North 02°20'46" West for 28.99 feet;
9. Thence North 19°48'34" West for 18.76 feet;
10. Thence South 69°12'36" West for 0.80 feet;
11. Thence North 21°24'06" West for 1.69 feet;
12. Thence North 69°12'36" East for 0.84 feet;
13. Thence North 19°48'34" West for 45.64 feet;
14. Thence North 02°16'37" West for 87.46 feet;

15. Thence South 87°21'45" West for 0.97 feet to the outside face of the precast wall between Building 4 and the Parking garage;  
Thence continuing along said outside face of precast wall for the following seven (7) courses;
1. Thence North 01°47'58" West for 17.94 feet;
  2. Thence North 89°22'23" East for 5.42 feet;
  3. Thence North 12°51'53" East for 46.96 feet;
  4. Thence North 81°40'25" East for 2.06 feet;
  5. Thence North 02°10'08" West for 29.19 feet;
  6. Thence North 84°54'23" East for 5.25 feet;
  7. Thence North 01°42'14" West for 29.89 feet to the Point of Beginning.  
Contains 25,854 square feet.



**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor 3 at elevation 1177.25 feet (NAVD 88) to the finished floor elevation of Floor 4 at 1186.91 feet (NAVD 88), described as follows:  
(SEE ATTACHED SHEET FOR COMPLETE LEGAL DESCRIPTION.)



**Lamp, Ryncarson & Associates, Inc.**  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM

(Ph) 402.496.2498  
(Fax) 402.496.2730

drawn by: RJK/EAM  
designer: MRT  
job number-tasks: 03074.01-212  
date: 9-15-09  
book: 03074#3page: 31-74  
file name: 4FL-BLD4.dwg

**Legal Description – Building 4, Floors 4-8 and Roof**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, Floors 4 – 8 and residential common areas on the roof top, from the finished floor elevation of Floor 4 at elevation 1186.91 feet (NAVD 88) to five feet (5') above the highest point of Building 4 (top of elevator penthouse), at elevation 1275.68 feet (NAVD 88), as constructed, described as follows:

Commencing at the northeast corner of said Lot 1;  
Thence South 87°38'08" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 375.81 feet along the north line of said Lot 1;  
Thence South 02°21'52" East for 161.94 feet to the TRUE POINT OF BEGINNING, said point lies North 46°58'20" West for 2.82 feet from the northwest corner of Building 4;  
Thence North 87°45'35" East for 53.60 feet;  
Thence North 02°19'21" East for 3.50 feet;  
Thence North 88°01'52" East for 12.45 feet;  
Thence South 04°14'59" East for 9.09 feet;  
Thence South 53°26'51" East for 33.16 feet;  
Thence South 33°59'59" West for 15.72 feet;  
Thence South 55°39'17" East for 4.03 feet;  
Thence along a curve to the right (having a radius of 214.24 feet and a long chord bearing South 20°10'45" East for 249.70 feet) for an arc length of 266.56 feet;  
Thence South 52°34'58" West for 3.87 feet;  
Thence South 39°07'56" East for 15.77 feet;  
Thence South 48°50'07" West for 33.43 feet;  
Thence South 02°38'04" East for 9.12 feet;  
Thence South 87°21'56" West for 12.87 feet;  
Thence South 82°25'01" West for 19.99 feet;  
Thence South 02°00'00" East for 6.38 feet;  
Thence South 87°18'10" West for 21.37 feet;  
Thence North 02°00'00" West for 6.44 feet;  
Thence North 84°37'39" West for 8.46 feet;  
Thence North 07°56'36" East for 3.28 feet;  
Thence South 87°39'30" West for 9.42 feet;  
Thence North 02°15'03" West for 59.38 feet;  
Thence North 89°45'46" West for 3.14 feet;  
Thence North 18°01'22" West for 11.69 feet;  
Thence North 73°15'58" East for 1.03 feet;  
Thence North 17°37'33" West for 34.78 feet;  
Thence South 87°52'28" West for 6.60 feet;  
Thence North 02°16'52" West for 12.44 feet;  
Thence North 86°55'13" East for 1.01 feet;  
Thence North 02°36'25" West for 32.50 feet;  
Thence South 87°20'04" West for 6.82 feet;  
Thence North 02°11'57" West for 35.48 feet;  
Thence North 85°54'13" East for 6.90 feet;  
Thence North 02°27'04" West for 24.05 feet;  
Thence South 87°21'45" West for 1.02 feet;  
Thence North 01°47'58" West for 22.01 feet;  
Thence North 89°22'23" East for 5.89 feet;

Thence North 12°51'53" East for 46.76 feet;  
Thence North 81°40'25" East for 1.64 feet;  
Thence North 02°10'08" West for 29.29 feet;  
Thence North 84°54'23" East for 5.27 feet;  
Thence North 01°42'14" West for 27.98 feet to the Point of Beginning.  
Contains 26,969 square feet.

September 15, 2009  
LAMP, RYNEARSON & ASSOCIATES, INC.  
L\ENG\03074\Survey\Text\Condo Legal BLDG 4.docx

EXHIBIT C

120 PARCEL

**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the bottom of slab of the floor of B1-P2 at elevation 1114.92 feet (NAVD 88) to the finished floor elevation of B2-P1 at 1133.20 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

**ELEVATION**

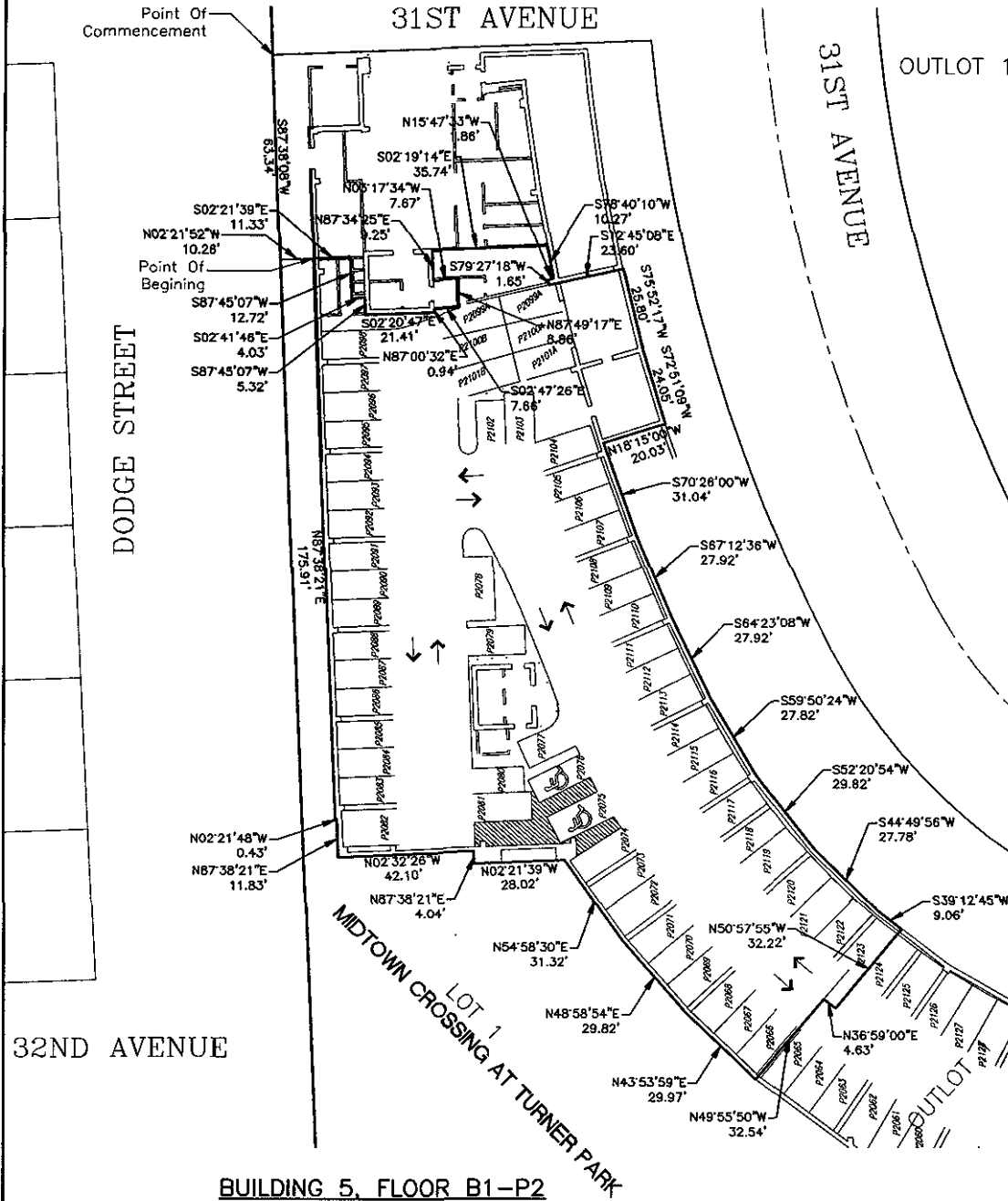
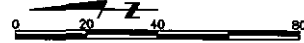
First Floor Elev. =  
1114.92 To 1133.20  
Contains 23,820 SF

**NOTE**

PARKING SPACES ARE  
LIMITED COMMON AREAS

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88



**Lamp, Rynearson & Associates, Inc.**  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

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(Ph) 402.496.2498  
(Fax) 402.496.2730

drawn by: RJK  
designer: MRT  
job number-task: 03074.01-212  
date: 10/28/2009  
book: 03074#3 page: 31-74  
file name: B1-P2.dwg

### Legal Description – Building 5, Floor B1-P2

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the bottom of slab of the floor of B1-P2 at elevation 1114.92 feet (NAVD 88) to the finished floor elevation of B2-P1 at 1133.20 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 63.34 feet along the north line of said Lot 1;

Thence North 02°21'52" West for 10.26 feet to the outside face of the wall of the parking garage of Building 5, and the TRUE POINT OF BEGINNING;

Thence South 02°21'39" East for 11.33 feet along the line separating the residential parking garage from the commercial loading dock;

Thence along said line the following fourteen (14) courses;

1. Thence South 87°45'07" West for 12.72 feet;
2. Thence South 02°41'46" East for 4.03 feet;
3. Thence South 87°45'07" West for 5.32 feet;
4. Thence South 02°20'47" East for 21.41 feet;
5. Thence North 87°00'32" East for 0.94 feet;
6. Thence South 02°47'26" East for 7.66 feet;
7. Thence North 87°49'17" East for 8.86 feet;
8. Thence North 03°17'34" West for 7.67 feet;
9. Thence North 87°34'25" East for 9.25 feet;
10. Thence South 02°19'14" East for 35.74 feet;
11. Thence South 78°40'10" West for 10.27 feet;
12. Thence North 15°47'33" West for 1.86 feet;
13. Thence South 79°27'18" West for 1.65 feet;
14. Thence South 12°45'08" East for 23.60 feet to the outside face of concrete wall of the parking garage;

Thence along said outside face of concrete wall the following ten (10) courses;

1. Thence South 75°52'17" West for 25.80 feet;
  2. Thence South 72°51'09" West for 24.05 feet;
  3. Thence North 18°15'00" West for 20.03 feet;
  4. Thence South 70°26'00" West for 31.04 feet;
  5. Thence South 67°12'36" West for 27.92 feet;
  6. Thence South 64°23'08" West for 27.92 feet;
  7. Thence South 59°50'24" West for 27.82 feet;
  8. Thence South 52°20'54" West for 29.82 feet;
  9. Thence South 44°49'56" West for 27.78 feet;
  10. Thence South 39°12'45" West for 9.06 feet;
- Thence North 50°57'55" West for 32.22 feet;  
Thence North 36°59'00" East for 4.63 feet;  
Thence North 49°55'50" West for 32.54 feet to the outside face of concrete wall of the parking garage;

Thence along said outside face of concrete wall the following nine (9) courses;

1. Thence North 43°53'59" East for 29.97 feet;
2. Thence North 48°58'54" East for 29.82 feet;
3. Thence North 54°58'30" East for 31.32 feet;
4. Thence North 02°21'39" West for 28.02 feet;
5. Thence North 87°38'21" East for 4.04 feet;

6. Thence North 02°32'26" West for 42.10 feet;
7. Thence North 87°38'21" East for 11.83 feet;
8. Thence North 02°21'48" West for 0.43 feet;
9. Thence North 87°38'21" East for 175.91 feet to the Point of Beginning.  
Contains 23,820 square feet.

October 29, 2009  
LAMP, RYNEARSON & ASSOCIATES, INC.  
L:\ENG\03074\Survey\Text\Condo Legal BLDG 5.docx

**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor of B2-P1 at elevation 1133.20 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.98 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

**ELEVATION**

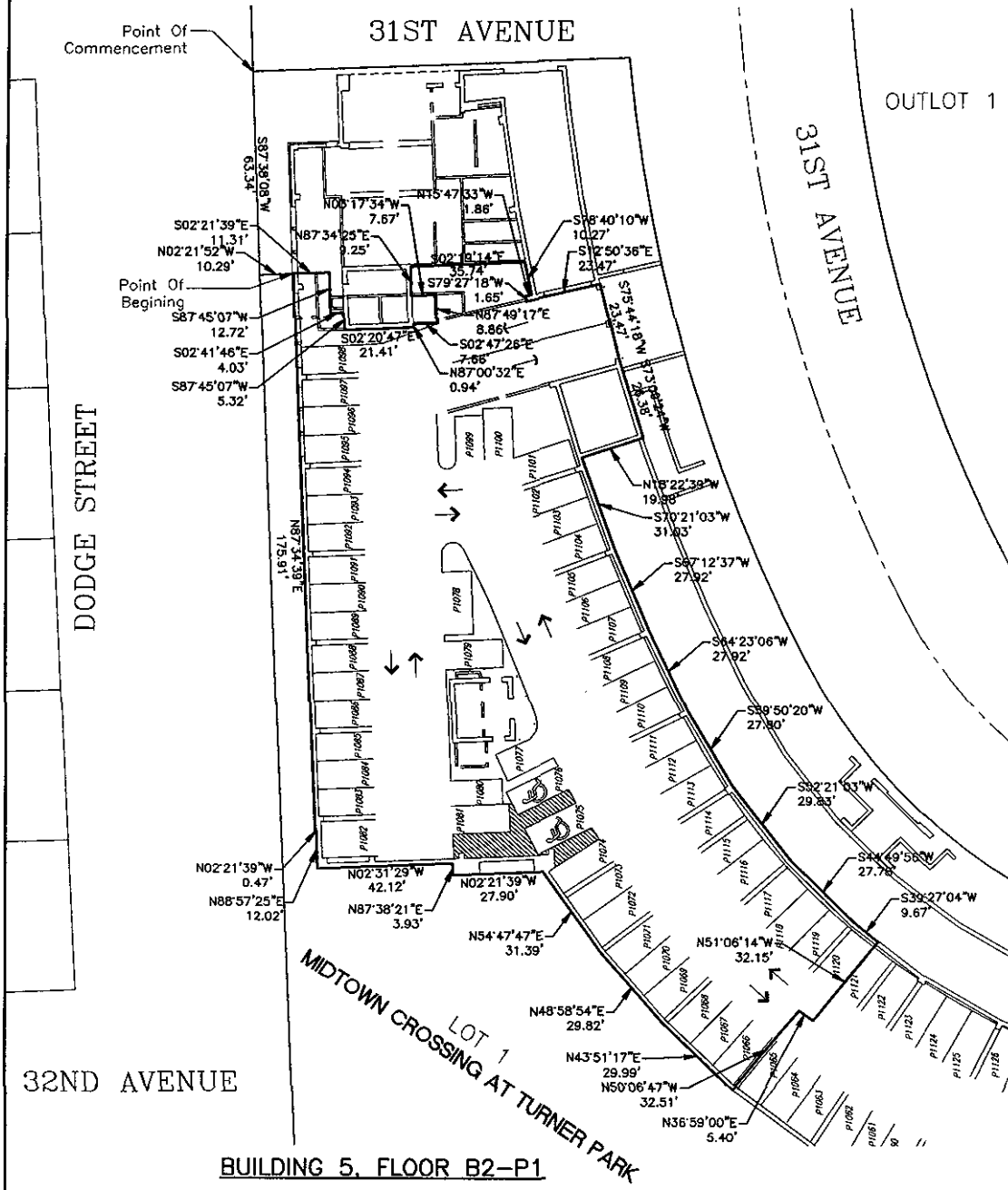
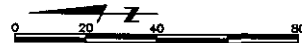
First Floor Elev. =  
1133.20 To 1144.98  
Contains 24,178 SF

**NOTE**

PARKING SPACES ARE  
LIMITED COMMON AREAS

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88



**Lamp, Rynearson & Associates, Inc.**  
14710 West Dodge Road, Suite 100  
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drawn by: RJK  
designer: MRT  
job number-task: 03074.01-212  
date: 10/28/2009  
book: 03074#3page: 31-74  
file name: B2-P1.dwg



### Legal Description – Building 5, Floor B2-P1

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor of B2-P1 at elevation 1133.20 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.98 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 63.34 feet along the north line of said Lot 1;

Thence North 02°21'52" West for 10.29 feet to the outside face of the wall of the parking garage of Building 5, and the TRUE POINT OF BEGINNING;

Thence South 02°21'39" East for 11.31 feet along the line separating the residential parking garage from the commercial loading dock;

Thence along said line the following fourteen (14) courses;

1. Thence South 87°45'07" West for 12.72 feet;
2. Thence South 02°41'46" East for 4.03 feet;
3. Thence South 87°45'07" West for 5.32 feet;
4. Thence South 02°20'47" East for 21.41 feet;
5. Thence North 87°00'32" East for 0.94 feet;
6. Thence South 02°47'26" East for 7.66 feet;
7. Thence North 87°49'17" East for 8.86 feet;
8. Thence North 03°17'34" West for 7.67 feet;
9. Thence North 87°34'25" East for 9.25 feet;
10. Thence South 02°19'14" East for 35.74 feet;
11. Thence South 78°40'10" West for 10.27 feet;
12. Thence North 15°47'33" West for 1.86 feet;
13. Thence South 79°27'18" West for 1.65 feet;
14. Thence South 12°50'36" East for 23.47 feet to the outside face of concrete wall of the parking garage;

Thence along said outside face of concrete wall the following ten (10) courses;

1. Thence South 75°44'18" West for 23.47 feet;
  2. Thence South 73°09'24" West for 23.47 feet;
  3. Thence North 18°22'39" West for 19.98 feet;
  4. Thence South 70°21'03" West for 31.03 feet;
  5. Thence South 67°12'37" West for 27.92 feet;
  6. Thence South 64°23'06" West for 27.92 feet;
  7. Thence South 59°50'20" West for 27.80 feet;
  8. Thence South 52°21'03" West for 29.83 feet;
  9. Thence South 44°49'56" West for 27.78 feet;
  10. Thence South 39°27'04" West for 9.67 feet;
- Thence North 51°06'14" West for 32.15 feet;  
Thence North 36°59'00" East for 5.40 feet;  
Thence North 50°06'47" West for 32.51 feet to the outside face of concrete wall of the parking garage;

Thence along said outside face of concrete wall the following nine (9) courses;

1. Thence North 43°51'17" East for 29.99 feet;
2. Thence North 48°58'54" East for 29.82 feet;
3. Thence North 54°47'47" East for 31.39 feet;
4. Thence North 02°21'39" West for 27.90 feet;
5. Thence North 87°38'21" East for 3.93 feet;

6. Thence North 02°31'29" West for 42.12 feet;
7. Thence North 88°57'25" East for 12.02feet;
8. Thence North 02°21'39" West for 0.47 feet;
9. Thence North 87°34'39" East for 175.91 feet to the Point of Beginning;  
Contains 24,178 square feet.

October 29, 2009  
LAMP, RYNEARSON & ASSOCIATES, INC.  
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**LEGAL DESCRIPTION:**

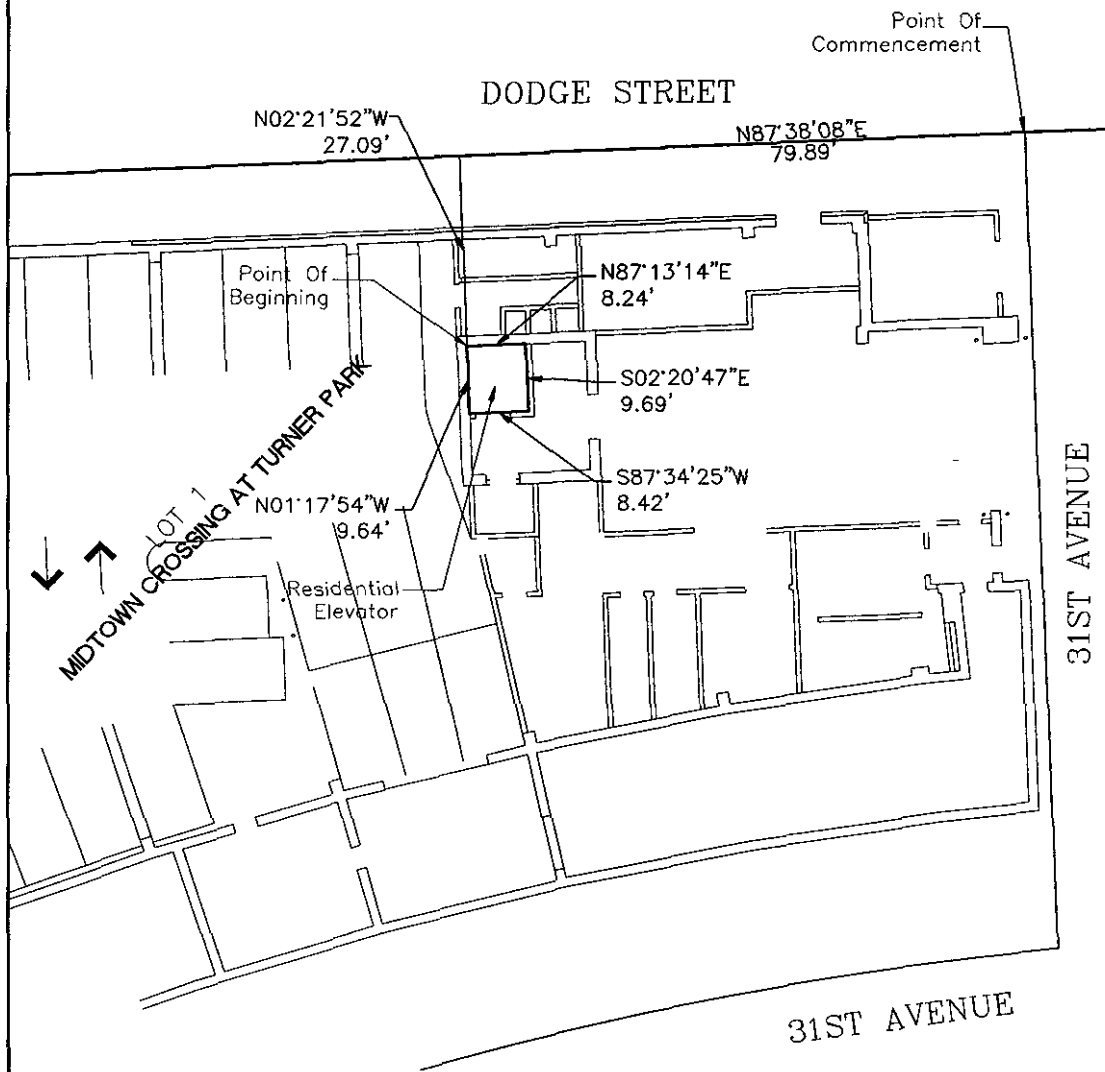
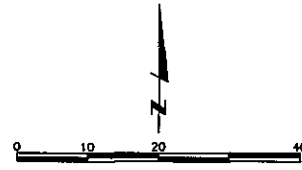
That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the bottom of slab at the lowest point of the elevator shaft at elevation 1122.00 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.98 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

**ELEVATION**

First Floor Elev. =  
1122.00 To 1144.98  
Contains 81 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88



**BUILDING 5, RESIDENTIAL ELEVATOR**

 **Lamp, Ryncarson & Associates, Inc.**  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

[WWW.LRA-INC.COM](http://WWW.LRA-INC.COM)

(Ph) 402.496.2498  
(Fax) 402.496.2730

drawn by: RJK  
designer: MRT  
job number-task: 03074.01-212  
date: 10/28/2009  
book: 03074#4 page: 31-74  
file name: B1-P2.dwg

### Legal Description – Building 5, Residential Elevator

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the bottom of slab at the lowest point of the elevator shaft at elevation 1122.00 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.98 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 79.89 feet along the north line of said Lot 1;

Thence North 02°21'52" West for 27.09 feet to the inside face of the concrete wall at the northwest corner of the residential elevator shaft in the loading dock of Building 5, and the TRUE POINT OF BEGINNING;

Thence along said inside face of concrete wall the following four (4) courses;

1. Thence North 87°13'14" East for 8.24 feet;
2. Thence South 02°20'47" East for 9.69 feet;
3. Thence South 87°34'25" West for 8.42 feet;
4. Thence North 01°17'54" West for 9.64 feet to the Point of Beginning.

Contains 81 square feet.

October 29, 2009

LAMP, RYNEARSON & ASSOCIATES, INC.

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**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 1 at elevation 1144.98 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

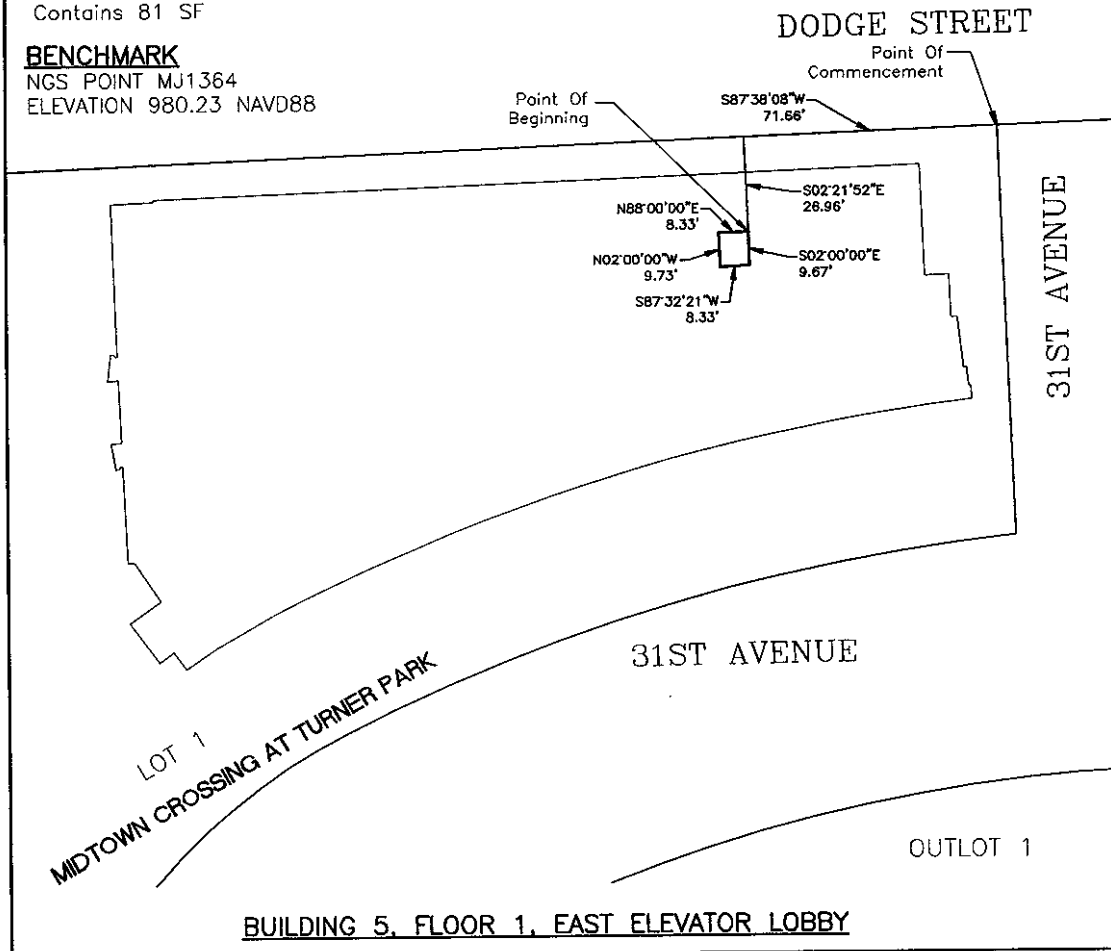


**ELEVATION**

First Floor Elev. =  
1144.98 To 1167.63  
Contains 81 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88



**BUILDING 5, FLOOR 1, EAST ELEVATOR LOBBY**

 **Lamp, Ryncarson & Associates, Inc.**  
14710 West Dodge Road, Suite 100  
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(Ph) 402.496.2498  
(Fax) 402.496.2730

drawn by: RJK  
designer: MRT  
job number-task: 03074.01-212  
date: 10/12/09  
book: 03074#3page: 31-74  
file name: 1FL-BLD5-EEL.dwg

**Legal Description – Building 5, Floor 1, East Elevator Lobby**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 1 at elevation 1144.98 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 71.66 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 26.96 feet to the northeast corner of the inside face of concrete wall of the east elevator shaft and the TRUE POINT OF BEGINNING;

Thence along said inside face of wall the following four (4) courses;

1. Thence South 02°00'00" East for 9.67 feet;
2. Thence South 87°32'21" West for 8.33 feet;
3. Thence North 02°00'00" West for 9.73 feet;
4. Thence North 88°00'00" East for 8.33 feet to the Point of Beginning.

Contains 81 square feet.

**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 1 at elevation 1144.98 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)



**ELEVATION**

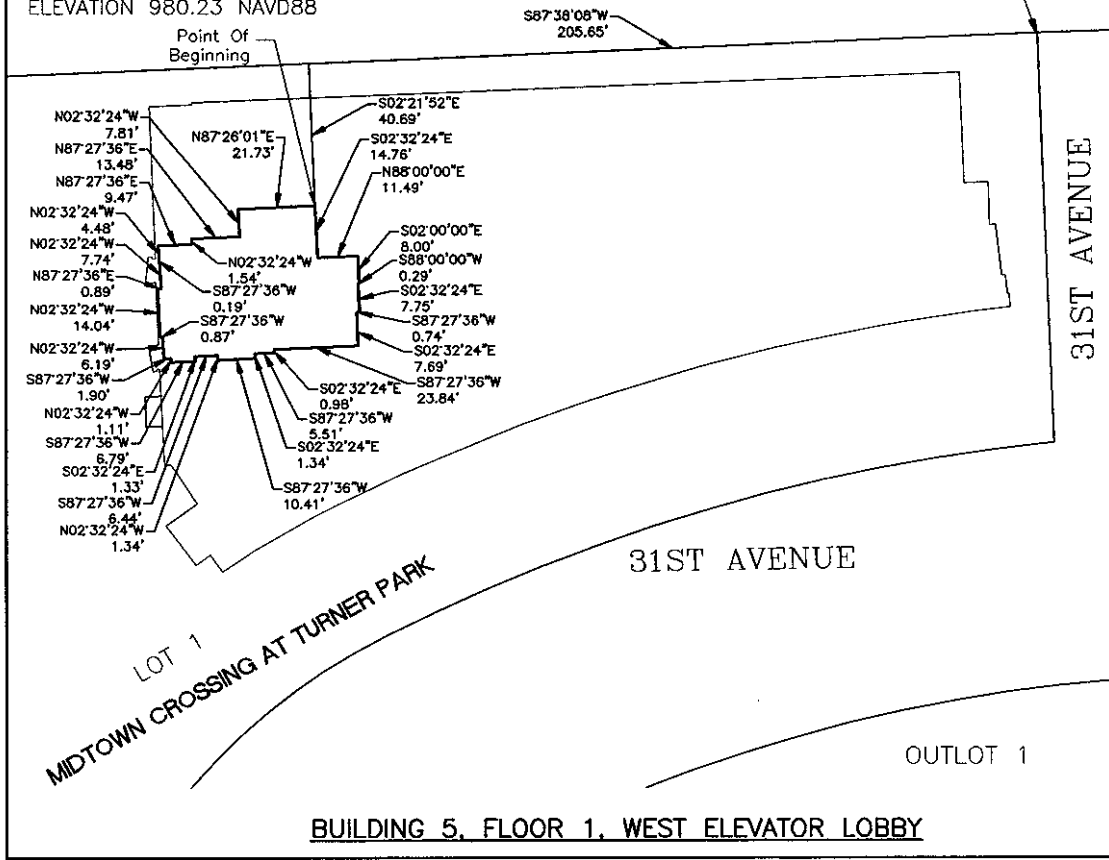
First Floor Elev. =  
1144.98 To 1167.63  
Contains 1,964 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88

DODGE STREET

Point Of Commencement



**Lamp, Rynearson & Associates, Inc.**  
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Omaha, Nebraska 68154-2027

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drawn by: RJK  
designer: MRT  
job number-tasks: 03074.01-212  
date: 10/12/09  
book: 03074#3page: 31-74  
file name: 1FL-BLD5-WEL.dwg

**Legal Description – Building 5, Floor 1, West Elevator Lobby**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 1 at elevation 1144.98 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 205.65 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 40.69 feet to the inside face of wall at the northeast corner of the west elevator lobby and the TRUE POINT OF BEGINNING;

Thence South 02°32'24" East for 14.76 feet to a point on the inside face of concrete wall of the west elevator shaft;

Thence continuing along said inside face of concrete wall the following five (5) courses;

1. Thence North 88°00'00" East for 11.49 feet;
2. Thence South 02°00'00" East for 8.00 feet;
3. Thence South 88°00'00" West for 0.29 feet;
4. Thence South 02°32'24" East for 7.75 feet;
5. Thence South 87°27'36" West for 0.74 feet;

Thence South 02°32'24" East for 7.69 feet through said concrete wall to the inside face of wall of the west elevator lobby;

Thence along said inside face of wall the following thirteen (13) courses;

1. Thence South 87°27'36" West for 23.84 feet;
2. Thence South 02°32'24" East for 0.98 feet;
3. Thence South 87°27'36" West for 5.51 feet;
4. Thence South 02°32'24" East for 1.34 feet;
5. Thence South 87°27'36" West for 10.41 feet;
6. Thence North 02°32'24" West for 1.34 feet;
7. Thence South 87°27'36" West for 6.44 feet;
8. Thence South 02°32'24" East for 1.33 feet;
9. Thence South 87°27'36" West for 6.79 feet;
10. Thence North 02°32'24" West for 1.11 feet;
11. Thence South 87°27'36" West for 1.90 feet;
12. Thence North 02°32'24" West for 6.19 feet;
13. Thence South 87°27'36" West for 0.87 feet to the outside face of glass on the entrance doors;

Thence North 02°32'24" West for 14.04 feet along said outside face of glass;

Thence North 87°27'36" East for 0.89 feet to the inside face of wall of the west elevator lobby;

Thence along said inside face of wall the following eight (8) courses

1. Thence North 02°32'24" West for 7.74 feet;
2. Thence South 87°27'36" West for 0.19 feet;
3. Thence North 02°32'24" West for 4.48 feet;
4. Thence North 87°27'36" East for 9.47 feet;
5. Thence North 02°32'24" West for 1.54 feet;
6. Thence North 87°27'36" East for 13.48 feet;
7. Thence North 02°32'24" West for 7.81 feet;
8. Thence North 87°26'01" East for 21.73 feet to the Point of Beginning.

Contains 1,964 square feet.



**LEGAL DESCRIPTION:**

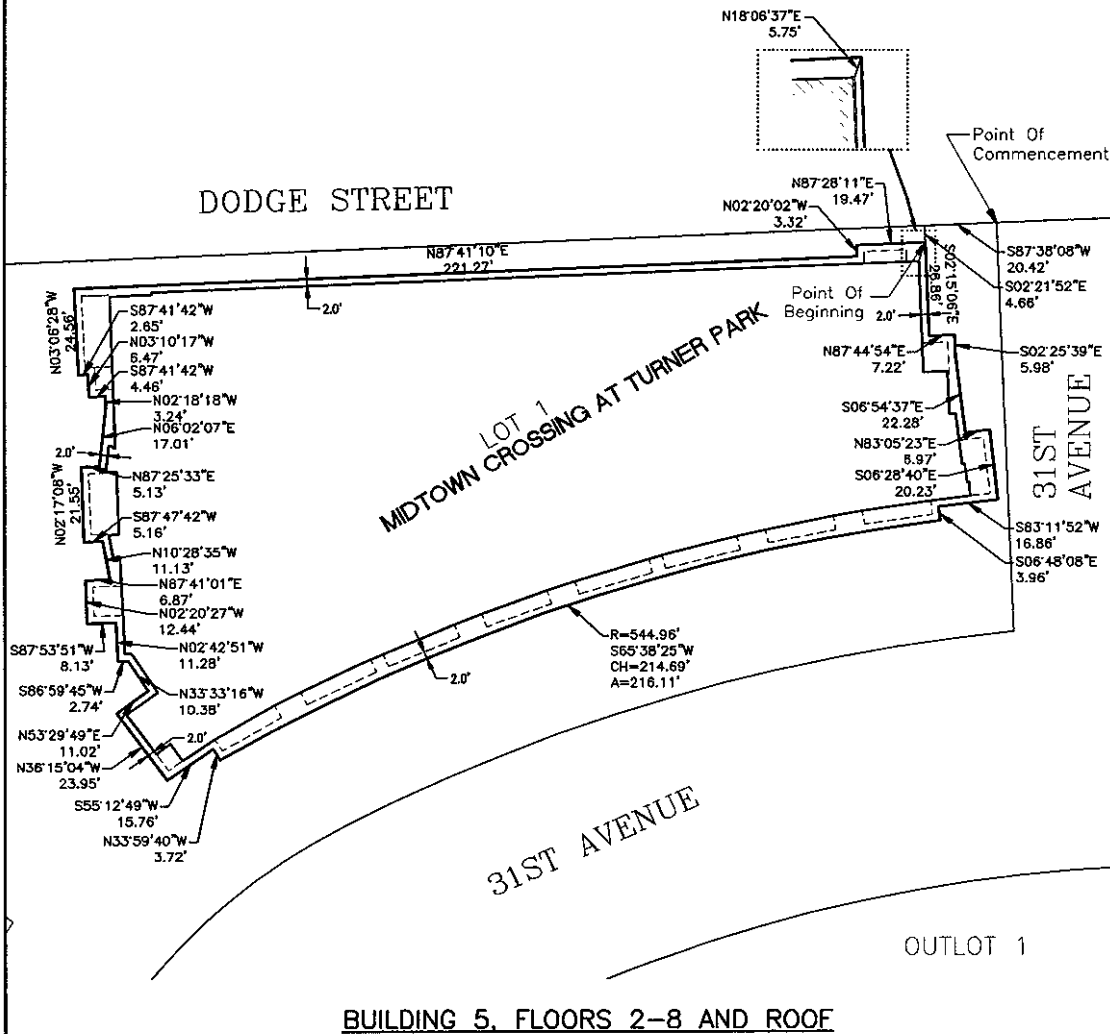
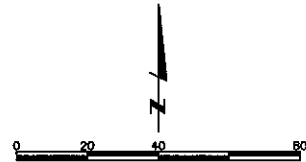
That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 2 at elevation 1167.63 feet (NAVD 88) to five feet (5') above the highest point of Building 5 (top of elevator penthouse), at 1266.89 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

**ELEVATION**

First Floor Elev. =  
1167.63 To 1266.89  
Contains 25,271 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88



 **Lamp, Rynearson & Associates, Inc.**  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

[WWW.LRA-INC.COM](http://WWW.LRA-INC.COM)  
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(Fax) 402.496.2730

drawn by: RJK  
designer: MRT  
job number-task: 03074.01-212  
date: 10/12/09  
book: 03074#3 page: 31-74  
file name: 2-8FL-BLD5.dwg

**Legal Description – Building 5, Floor 2-8 and Roof**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 2 at elevation 1167.63 feet (NAVD 88) to five feet (5') above the highest point of Building 5 (top of elevator penthouse), at 1266.89 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;  
Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 20.42 feet along the north line of said Lot 1;  
Thence South 02°21'52" East for 4.66 feet to the TRUE POINT OF BEGINNING, said point lies North 18°06'37" East for 5.75 feet from the northeast corner of Building 5;  
Thence South 02°15'06" East for 26.86 feet;  
Thence North 87°44'54" East for 7.22 feet;  
Thence South 02°25'39" East for 5.98 feet;  
Thence South 06°54'37" East for 22.28 feet;  
Thence North 83°05'23" East for 6.97 feet;  
Thence South 06°28'40" East for 20.23 feet;  
Thence South 83°11'52" West for 16.86 feet;  
Thence South 06°48'08" East for 3.96 feet;  
Thence along a curve to the left (having a radius of 544.96 feet and a long chord bearing South 65°38'25" West for 214.69 feet) for an arc length of 216.11 feet;  
Thence North 33°59'40" West for 3.72 feet;  
Thence South 55°12'49" West for 15.76 feet;  
Thence North 36°15'04" West for 23.95 feet;  
Thence North 53°29'49" East for 11.02 feet;  
Thence North 33°33'16" West for 10.38 feet;  
Thence South 86°59'45" West for 2.74 feet;  
Thence North 02°42'51" West for 11.28 feet;  
Thence South 87°53'51" West for 8.13 feet;  
Thence North 02°20'27" West for 12.44 feet;  
Thence North 87°41'01" East for 6.87 feet;  
Thence North 10°28'35" West for 11.13 feet;  
Thence South 87°47'42" West for 5.16 feet;  
Thence North 02°17'08" West for 21.55 feet;  
Thence North 87°25'33" East for 5.13 feet;  
Thence North 06°02'07" East for 17.01 feet;  
Thence North 02°18'18" West for 3.24 feet;  
Thence South 87°41'42" West for 4.46 feet;  
Thence North 03°10'17" West for 6.47 feet;  
Thence South 87°41'42" West for 2.65 feet;  
Thence North 03°06'28" West for 24.56 feet;  
Thence North 87°41'10" East for 221.27 feet to the Point of Beginning.  
Contains 25,271 square feet.

**EXHIBIT D**  
**220 PARCEL**

**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the bottom of slab of Floor B1-P2 at elevation 1114.92 feet (NAVD 88) to the finished floor elevation of Floor B2-P1 at 1133.30 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

**ELEVATION**

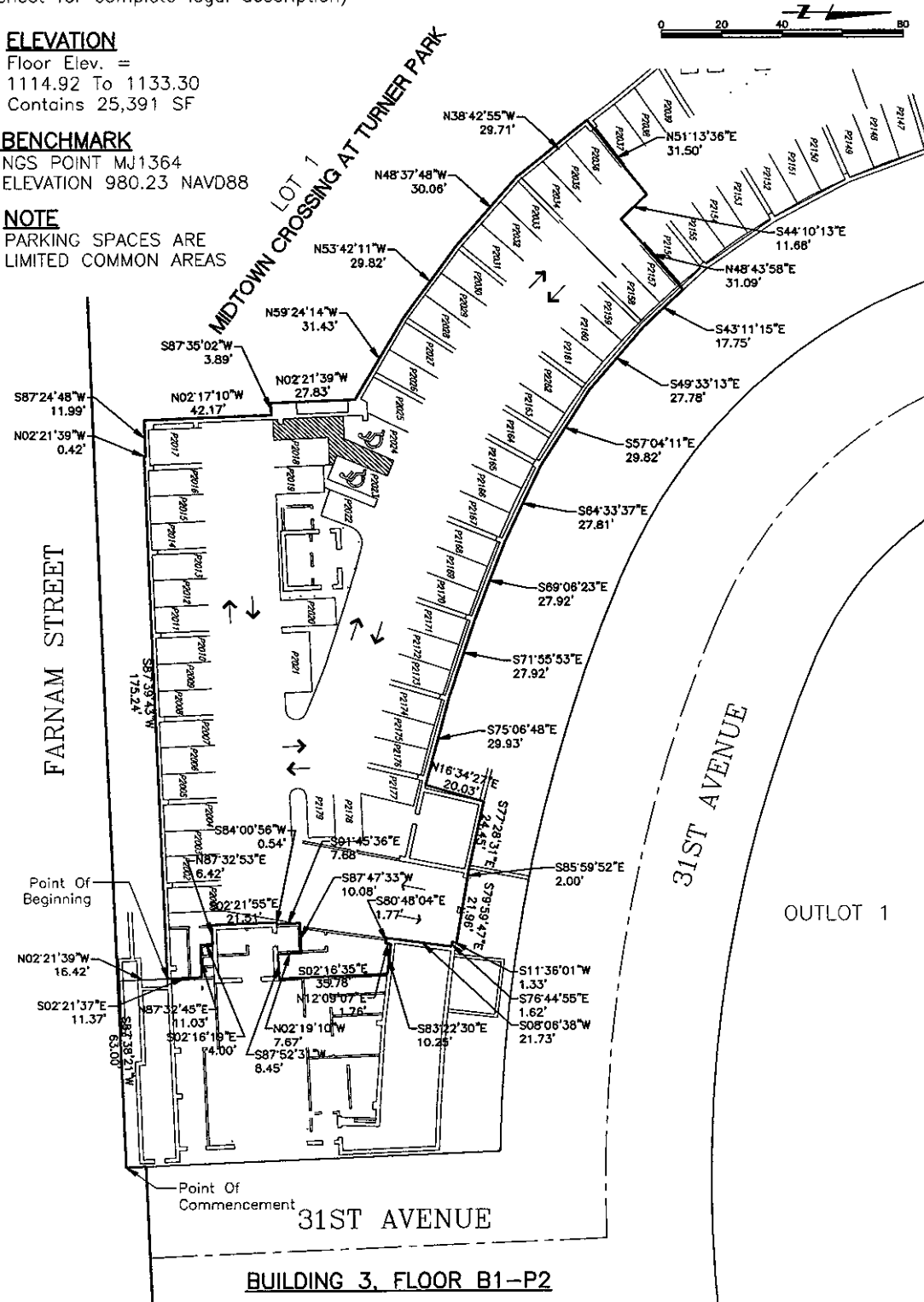
Floor Elev. =  
1114.92 To 1133.30  
Contains 25,391 SF

**BENCHMARK**

NGS POINT M1364  
ELEVATION 980.23 NAVD88

**NOTE**

PARKING SPACES ARE  
LIMITED COMMON AREAS



### Legal Description – Building 3, Floor B1-P2

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the bottom of slab of Floor B1-P2 at elevation 1114.92 feet (NAVD 88) to the finished floor elevation of Floor B2-P1 at 1133.30 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 63.00 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 16.42 feet to the outside face of concrete wall of the parking garage, and the TRUE POINT OF BEGINNING;

Thence along said outside face of concrete wall the following ten (10) courses;

1. Thence South 87°39'43" West for 175.24 feet;
  2. Thence North 02°21'39" West for 0.42 feet;
  3. Thence South 87°24'48" West for 11.99 feet;
  4. Thence North 02°17'10" West for 42.17 feet;
  5. Thence South 87°35'02" West for 3.89 feet;
  6. Thence North 02°21'39" West for 27.83 feet;
  7. Thence North 59°24'14" West for 31.43 feet;
  8. Thence North 53°42'11" West for 29.82 feet;
  9. Thence North 48°37'48" West for 30.06 feet;
  10. Thence North 38°42'55" West for 29.71 feet;
- Thence North 51°13'36" East for 31.50 feet;  
Thence South 44°10'13" East for 11.68 feet;  
Thence North 48°43'58" East for 31.09 feet to the outside face of concrete wall of the parking garage;

Thence along said outside face of concrete wall the following eleven (11) courses;

1. Thence South 43°11'15" East for 17.75 feet;
  2. Thence South 49°33'13" East for 27.78 feet;
  3. Thence South 57°04'11" East for 29.82 feet;
  4. Thence South 64°33'37" East for 27.81 feet;
  5. Thence South 69°06'23" East for 27.92 feet;
  6. Thence South 71°55'53" East for 27.92 feet;
  7. Thence South 75°06'48" East for 29.93 feet;
  8. Thence North 16°34'27" East for 20.03 feet;
  9. Thence South 77°28'31" East for 24.45 feet;
  10. Thence South 85°59'52" East for 2.00 feet;
  11. Thence South 79°59'47" East for 21.96 feet;
- Thence South 11°36'01" West for 1.33 feet along the line separating the residential parking garage with the commercial loading dock;

Thence along said line the following sixteen (16) courses:

1. Thence South 76°44'55" East for 1.62 feet;
2. Thence South 08°06'38" West for 21.73 feet;
3. Thence South 80°48'04" East for 1.77 feet;
4. Thence North 12°09'07" East for 1.76 feet;
5. Thence South 83°22'30" East for 10.25 feet;
6. Thence South 02°16'35" East for 35.78 feet;
7. Thence South 87°52'31" West for 8.45 feet;
8. Thence North 02°19'10" West for 7.67 feet;
9. Thence South 87°47'33" West for 10.08 feet;

10. Thence South 01°45'36" East for 7.68 feet;
11. Thence South 84°00'56" West for 0.54 feet;
12. Thence South 02°21'55" East for 21.51 feet;
13. Thence North 87°32'53" East for 6.42 feet;
14. Thence South 02°16'19" East for 4.00 feet;
15. Thence North 87°32'45" East for 11.03 feet;
16. Thence South 02°21'37" East for 11.37 feet to the Point of Beginning.  
Contains 25,391 square feet.

**LEGAL DESCRIPTION:**

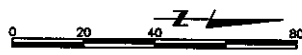
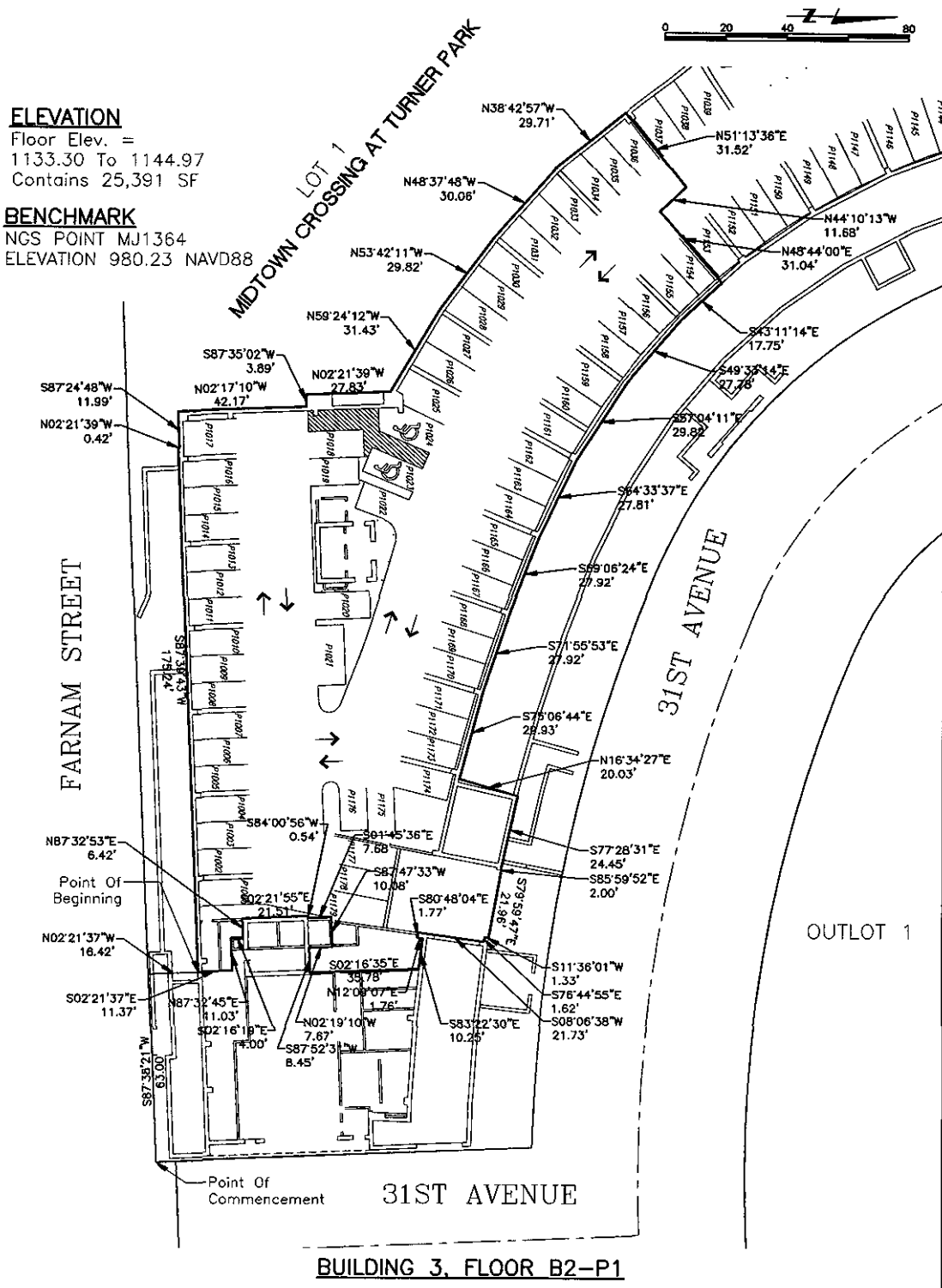
That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of B2-P1 at elevation 1133.30 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.97 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

**ELEVATION**

Floor Elev. =  
1133.30 To 1144.97  
Contains 25,391 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88



**Lamp, Rynearson & Associates, Inc.**  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM  
(Ph) 402.496.2498  
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drawn by: RJK  
designer: MRT  
job number-task: 03074.01-212  
date: 10/28/2009  
book: 03074#3 page: 31-74  
file name: B2-P1.dwg

### Legal Description – Building 3, Floor B2-P1

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of B2-P1 at elevation 1133.30 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.97 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 63.00 feet along the south line of said Lot 1;

Thence North 02°21'37" West for 16.42 feet to the outside face of pre-cast wall of the parking garage, and the TRUE POINT OF BEGINNING;

Thence along said outside face of concrete wall the following ten (10) courses;

1. Thence South 87°39'43" West for 175.24 feet;
2. Thence North 02°21'39" West for 0.42 feet;
3. Thence South 87°24'48" West for 11.99 feet;
4. Thence North 02°17'10" West for 42.17 feet;
5. Thence South 87°35'02" West for 3.89 feet;
6. Thence North 02°21'39" West for 27.83 feet;
7. Thence North 59°24'14" West for 31.43 feet;
8. Thence North 53°42'11" West for 29.82 feet;
9. Thence North 48°37'48" West for 30.06 feet;
10. Thence North 38°42'57" West for 29.71 feet;

Thence North 51°13'36" East for 31.52 feet;

Thence South 44°10'13" East for 11.68 feet;

Thence North 48°44'00" East for 31.04 feet to the outside face of concrete wall of the parking garage;

Thence along said outside face of concrete wall the following eleven (11) courses;

1. Thence South 43°11'14" East for 17.75 feet;
2. Thence South 49°33'14" East for 27.78 feet;
3. Thence South 57°04'11" East for 29.82 feet;
4. Thence South 64°33'37" East for 27.81 feet;
5. Thence South 69°06'24" East for 27.92 feet;
6. Thence South 71°55'53" East for 27.92 feet;
7. Thence South 75°06'44" East for 29.93 feet;
8. Thence North 16°34'27" East for 20.03 feet;
9. Thence South 77°28'31" East for 24.45 feet;
10. Thence South 85°59'52" East for 2.00 feet;
11. Thence South 79°59'47" East for 21.96 feet;

Thence South 11°36'01" West for 1.33 feet along the line separating the residential parking garage with the commercial loading dock;

Thence along said line the following sixteen (16) courses:

1. Thence South 76°44'55" East for 1.62 feet;
2. Thence South 08°06'38" West for 21.73 feet;
3. Thence South 80°48'04" East for 1.77 feet;
4. Thence North 12°09'07" East for 1.76 feet;
5. Thence South 83°22'30" East for 10.25 feet;
6. Thence South 02°16'35" East for 35.78 feet;
7. Thence South 87°52'31" West for 8.45 feet;
8. Thence North 02°19'10" West for 7.67 feet;
9. Thence South 87°47'33" West for 10.08 feet;



10. Thence South 01°45'36" East for 7.68 feet;
11. Thence South 84°00'56" West for 0.54 feet;
12. Thence South 02°21'55" East for 21.51 feet;
13. Thence North 87°32'53" East for 6.42 feet;
14. Thence South 02°16'19" East for 4.00 feet;
15. Thence North 87°32'45" East for 11.03 feet;
16. Thence South 02°21'37" East for 11.37 feet to the Point of Beginning.  
Contains 25,391 square feet.

**LEGAL DESCRIPTION:**

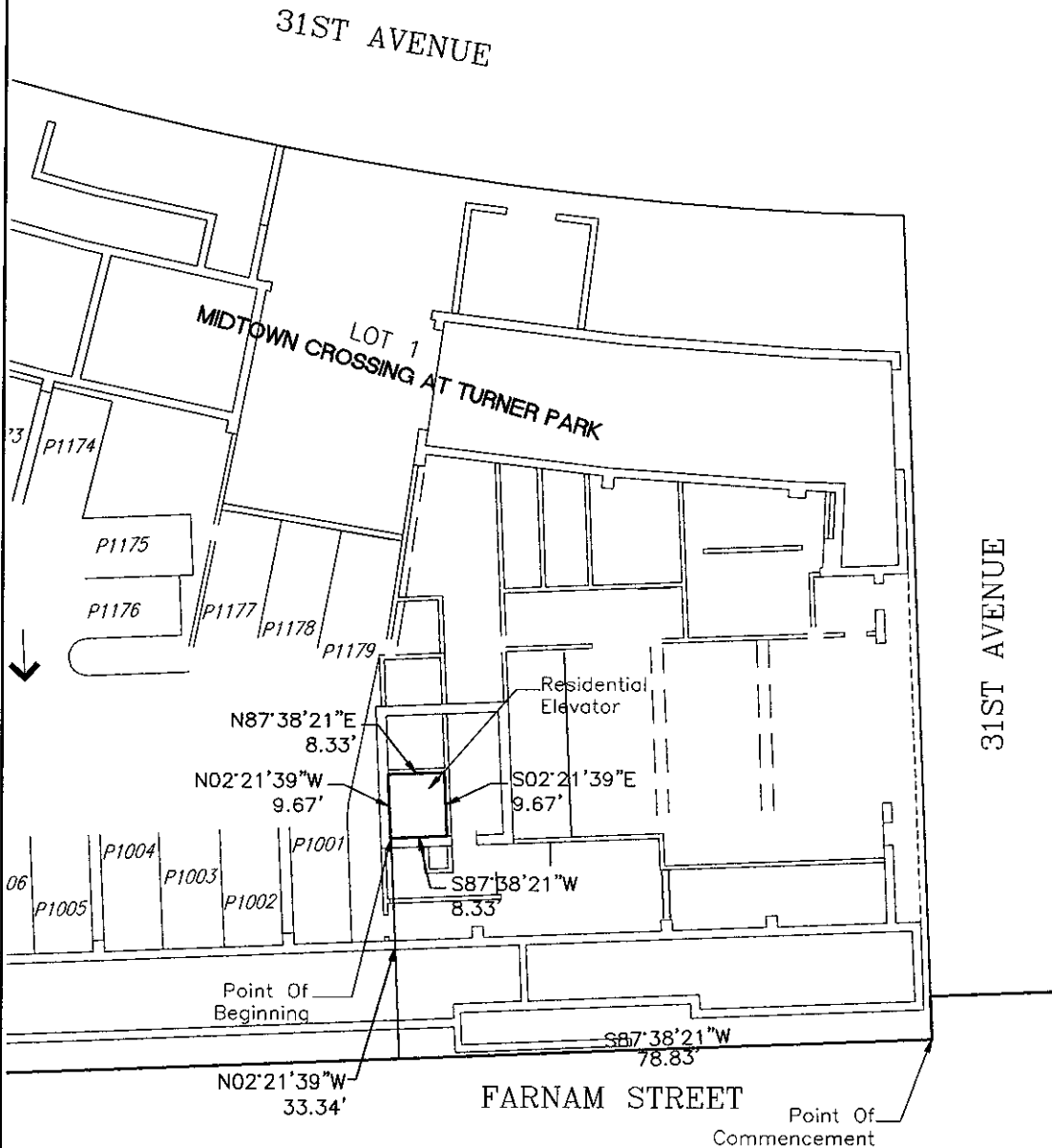
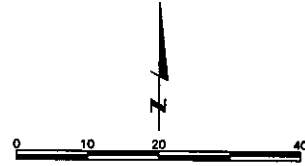
That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the bottom of slab of the elevator shaft at elevation 1122.00 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.97 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

**ELEVATION**


Floor Elev. =  
1122.00 To 1144.98  
Contains 81 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88



**BUILDING 3, RESIDENTIAL ELEVATOR**

 **Lamp, Rynearson & Associates, Inc.**  
14710 West Dodge Road, Suite 100  
Omaha, Nebraska 68154-2027

[WWW.LRA-INC.COM](http://WWW.LRA-INC.COM)

(Ph) 402.496.2496  
(Fax) 402.496.2730

drawn by: RJK  
designer: MRT  
job number-tasker: 03074.01-212  
date: 10/28/2009  
book: 03074#3 page: 31-74  
file name: B2-P1.dwg

### Legal Description – Building 3, Residential Elevator

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the bottom of slab of the elevator shaft at elevation 1122.00 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.97 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 78.83 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 33.34 feet to the inside face of pre-cast wall in the southwest corner of the residential elevator shaft in the loading dock of Building 3, and the TRUE POINT OF BEGINNING;

Thence along said inside face of precast wall the following four (4) courses;

1. Thence North 02°21'39" West for 9.67 feet;
2. Thence North 87°38'21" East for 8.33 feet;
3. Thence South 02°21'39" East for 9.67 feet;
4. Thence South 87°38'21" West for 8.33 feet to the Point of Beginning.

Contains 81 square feet.

**LEGAL DESCRIPTION:**

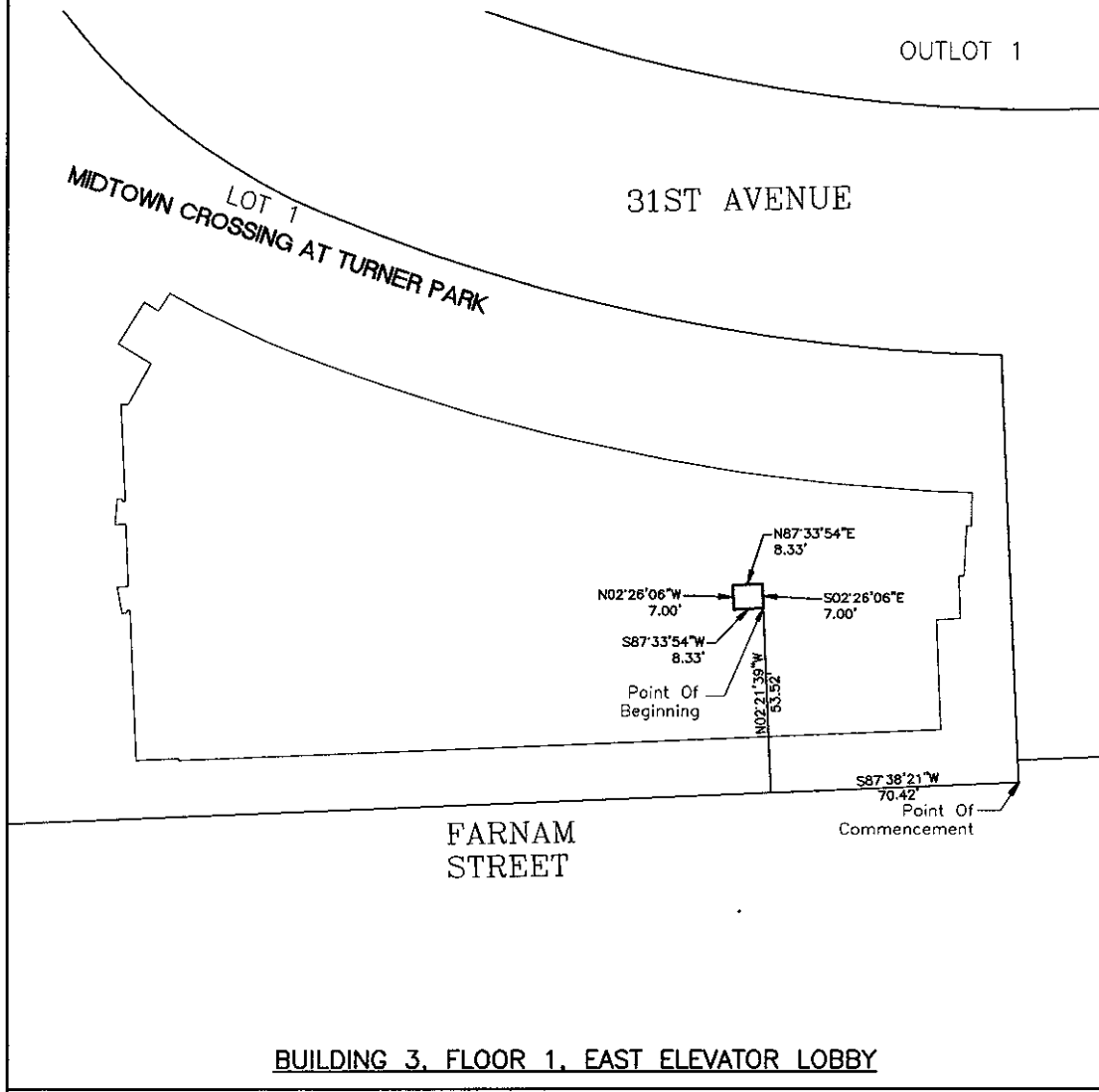
That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 1 at elevation 1144.97 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

**ELEVATION**

First Floor Elev. =  
1144.97 To 1167.63  
Contains 58 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88



**Lamp, Ryncarson & Associates, Inc.**

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

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(Ph) 402.496.2498  
(Fax) 402.496.2730

drawn by: RJK  
designer: MRT  
job number-tasks: 03074.01-212  
date: 10/12/09  
book: 03074#3 page: 31-74  
file name: 1FL-BLD3-EEL.dwg

**Legal Description – Building 3, Floor 1, East Elevator Lobby**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 1 at elevation 1144.97 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 70.42 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 53.52 feet to the southeast corner of the inside face of concrete wall of the east elevator shaft, and the TRUE POINT OF BEGINNING;

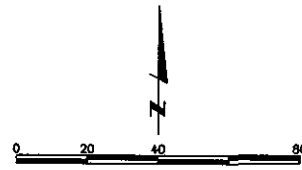
Thence along said inside face of wall the following four (4) courses;

1. Thence South 87°33'54" West for 8.33 feet;
2. Thence North 02°26'06" West for 7.00 feet;
3. Thence North 87°33'54" East for 8.33 feet;
4. Thence South 02°26'06" East for 7.00 feet to the Point of Beginning.

Contains 58 square feet.

**LEGAL DESCRIPTION:**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 1 at elevation 1144.97 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

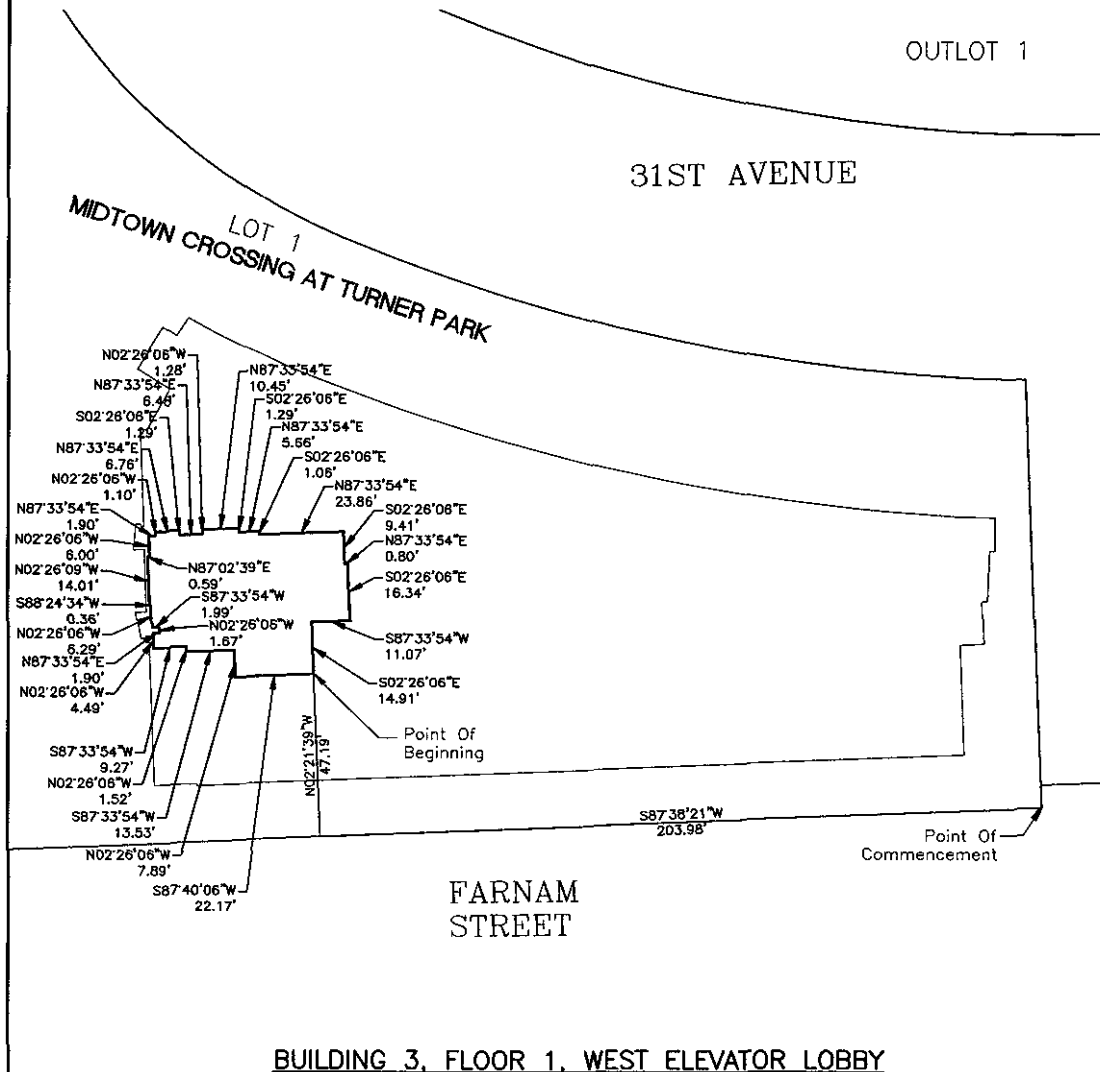


**ELEVATION**

First Floor Elev. =  
1144.97 To 1167.63  
Contains 1969 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88



**Lamp, Ryncarson & Associates, Inc.**

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drawn by: RJK  
designer: MRT  
job number-task: 03074.01-212  
date: 10/12/09  
book: 03074#3page: 31-74  
file name: 1FL-BLD3-WEL.dwg

### Legal Description – Building 3, Floor 1, West Elevator Lobby

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 1 at elevation 1144.97 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 203.98 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 47.19 feet to the inside face of wall at the southeast corner of the west elevator lobby and the TRUE POINT OF BEGINNING;

Thence along said inside face of wall the following eleven (11) courses;

1. Thence South 87°40'06" West for 22.17 feet;
2. Thence North 02°26'06" West for 7.89 feet;
3. Thence South 87°33'54" West for 13.53 feet;
4. Thence North 02°26'06" West for 1.52 feet;
5. Thence South 87°33'54" West for 9.27 feet;
6. Thence North 02°26'06" West for 4.49 feet;
7. Thence North 87°33'54" East for 1.90 feet;
8. Thence North 02°26'06" West for 1.67 feet;
9. Thence South 87°33'54" West for 1.99 feet;
10. Thence North 02°26'06" West for 6.29 feet;
11. Thence South 88°24'34" West for 0.36 feet to the outside face of glass on the entrance doors;

Thence North 02°26'09" West for 14.01 feet along said outside face of glass;

Thence North 87°02'39" East for 0.59 feet to the inside face of wall of the west elevator lobby;

Thence along said inside face of wall the following thirteen (13) courses;

1. Thence North 02°26'06" West for 6.00 feet;
2. Thence North 87°33'54" East for 1.90 feet;
3. Thence North 02°26'06" West for 1.10 feet;
4. Thence North 87°33'54" East for 6.76 feet;
5. Thence South 02°26'06" East for 1.29 feet;
6. Thence North 87°33'54" East for 6.48 feet;
7. Thence North 02°26'06" West for 1.28 feet;
8. Thence North 87°33'54" East for 10.45 feet;
9. Thence South 02°26'06" East for 1.29 feet;
10. Thence North 87°33'54" East for 5.66 feet;
11. Thence South 02°26'06" East for 1.06 feet;
12. Thence North 87°33'54" East for 23.86 feet;
13. Thence South 02°26'06" East for 9.41 feet to a point on the inside face of concrete wall of the elevator shaft;

Thence continuing along said inside face of concrete wall the following three (3) courses;

1. Thence North 87°33'54" East for 0.80 feet;
2. Thence South 02°26'06" East for 16.34 feet;
3. Thence South 87°33'54" West for 11.07 feet;

Thence South 02°26'06" East for 14.91 feet through said concrete wall to the inside face of wall of the west elevator lobby and the Point of Beginning.

Contains 1,969 square feet;

**LEGAL DESCRIPTION:**

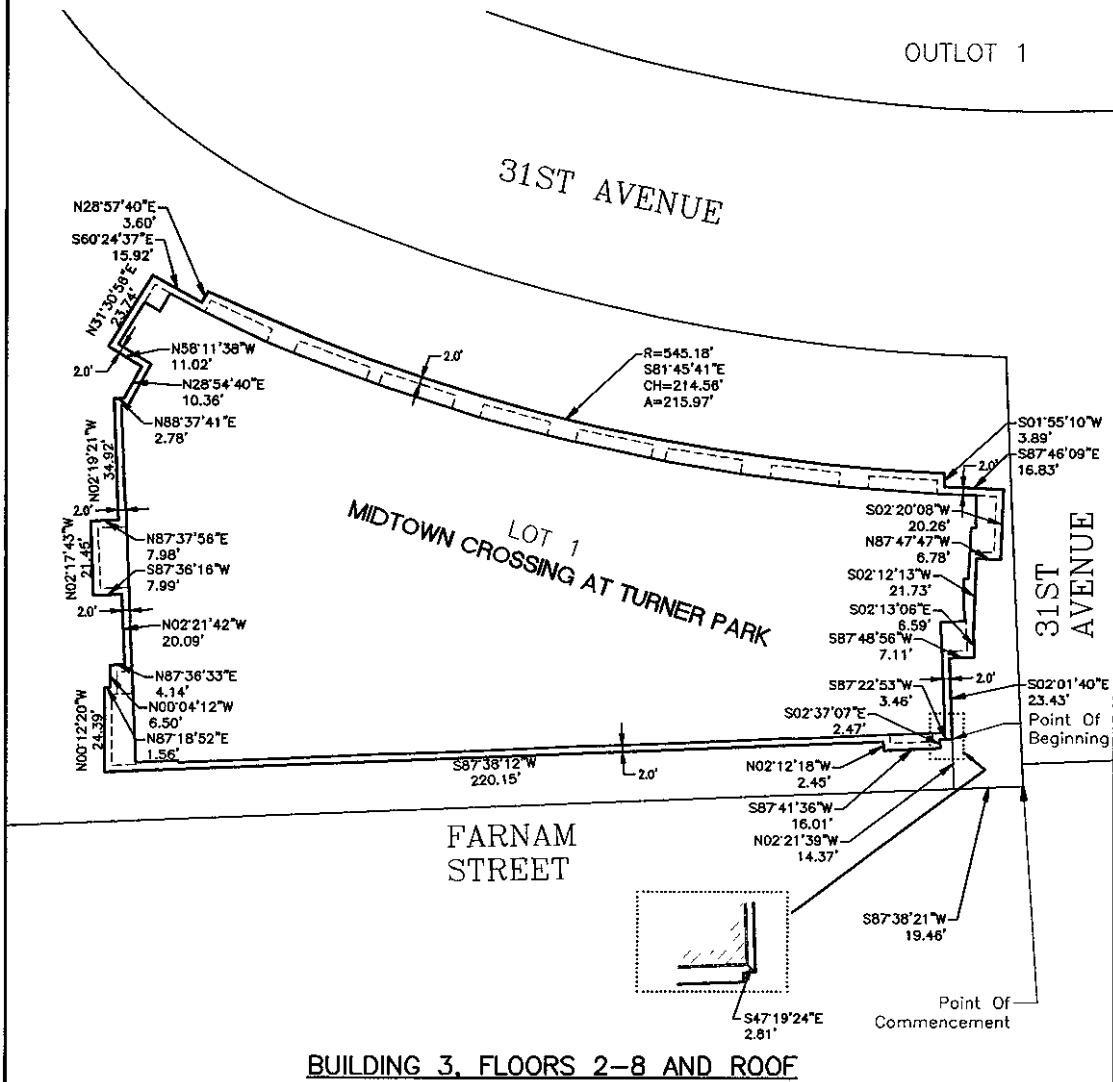
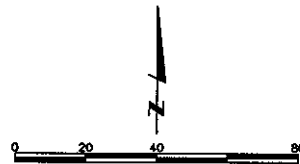
That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 2 at elevation 1167.63 feet (NAVD 88) to five feet (5') above the highest point of Building 3 (top of elevator penthouse), at 1266.85 feet (NAVD 88), described as follows: (see attached sheet for complete legal description)

**ELEVATION**

First Floor Elev. =  
1167.63 To 1266.85  
Contains 24,999 SF

**BENCHMARK**

NGS POINT MJ1364  
ELEVATION 980.23 NAVD88



**Lamp, Rynearson & Associates, Inc.**  
 14710 West Dodge Road, Suite 100  
 Omaha, Nebraska 68154-2027

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drawn by: RJK  
 designer: MRT  
 job number-task: 03074.01-212  
 date: 10/12/09  
 book: 03074#3page: 31-74  
 file name: 2-BFL-BLD3.dwg



**Legal Description - Building 3, Floor 2-8 and Roof**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 2 at elevation 1167.63 feet (NAVD 88) to five feet (5') above the highest point of Building 3 (top of elevator penthouse), at 1266.85 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 19.46 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 14.37 feet to the TRUE POINT OF BEGINNING, said point lies South 47°19'24" East for 2.81 feet from the southeast corner of Building 3;

Thence South 87°22'53" West for 3.46 feet;

Thence South 02°37'07" East for 2.47 feet;

Thence South 87°41'36" West for 16.01 feet;

Thence North 02°12'18" West for 2.45 feet;

Thence South 87°38'12" West for 220.15 feet;

Thence North 00°12'20" West for 24.39 feet;

Thence North 87°18'52" East for 1.56 feet;

Thence North 00°04'12" West for 6.50 feet;

Thence North 87°36'33" East for 4.14 feet;

Thence North 02°21'42" West for 20.09 feet;

Thence South 87°36'16" West for 7.99 feet;

Thence North 02°17'43" West for 21.45 feet;

Thence North 87°37'56" East for 7.98 feet;

Thence North 02°19'21" West for 34.92 feet;

Thence North 88°37'41" East for 2.78 feet;

Thence North 28°54'40" East for 10.36 feet;

Thence North 58°11'38" West for 11.02 feet;

Thence North 31°30'56" East for 23.74 feet;

Thence South 60°24'37" East for 15.92 feet;

Thence North 28°57'40" East for 3.60 feet;

Thence along a curve to the left (having a radius of 545.18 feet and a long chord bearing South 81°45'41" East for 214.56 feet) for an arc length of 215.97 feet;

Thence South 01°55'10" West for 3.89 feet;

Thence South 87°46'09" East for 16.83 feet;

Thence South 02°20'08" West for 20.26 feet;

Thence North 87°47'47" West for 6.78 feet;

Thence South 02°12'13" West for 21.73 feet;

Thence South 02°13'06" East for 6.59 feet;

Thence South 87°48'56" West for 7.11 feet;

Thence South 02°01'40" East for 23.43 feet to the Point of Beginning.

Contains 24,999 square feet.

October 27, 2009

LAMP, RYNEARSON & ASSOCIATES, INC.

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**EXHIBIT E**  
**TOTAL TRACT**

### Legal Description – Building 3, Floor B1-P2

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the bottom of slab of Floor B1-P2 at elevation 1114.92 feet (NAVD 88) to the finished floor elevation of Floor B2-P1 at 1133.30 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 63.00 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 16.42 feet to the outside face of concrete wall of the parking garage, and the TRUE POINT OF BEGINNING;

Thence along said outside face of concrete wall the following ten (10) courses;

1. Thence South 87°39'43" West for 175.24 feet;
2. Thence North 02°21'39" West for 0.42 feet;
3. Thence South 87°24'48" West for 11.99 feet;
4. Thence North 02°17'10" West for 42.17 feet;
5. Thence South 87°35'02" West for 3.89 feet;
6. Thence North 02°21'39" West for 27.83 feet;
7. Thence North 59°24'14" West for 31.43 feet;
8. Thence North 53°42'11" West for 29.82 feet;
9. Thence North 48°37'48" West for 30.06 feet;
10. Thence North 38°42'55" West for 29.71 feet;

Thence North 51°13'36" East for 31.50 feet;

Thence South 44°10'13" East for 11.68 feet;

Thence North 48°43'58" East for 31.09 feet to the outside face of concrete wall of the parking garage;

Thence along said outside face of concrete wall the following eleven (11) courses;

1. Thence South 43°11'15" East for 17.75 feet;
2. Thence South 49°33'13" East for 27.78 feet;
3. Thence South 57°04'11" East for 29.82 feet;
4. Thence South 64°33'37" East for 27.81 feet;
5. Thence South 69°06'23" East for 27.92 feet;
6. Thence South 71°55'53" East for 27.92 feet;
7. Thence South 75°06'48" East for 29.93 feet;
8. Thence North 16°34'27" East for 20.03 feet;
9. Thence South 77°28'31" East for 24.45 feet;
10. Thence South 85°59'52" East for 2.00 feet;
11. Thence South 79°59'47" East for 21.96 feet;

Thence South 11°36'01" West for 1.33 feet along the line separating the residential parking garage with the commercial loading dock;

Thence along said line the following sixteen (16) courses:

1. Thence South 76°44'55" East for 1.62 feet;
2. Thence South 08°06'38" West for 21.73 feet;
3. Thence South 80°48'04" East for 1.77 feet;
4. Thence North 12°09'07" East for 1.76 feet;
5. Thence South 83°22'30" East for 10.25 feet;
6. Thence South 02°16'35" East for 35.78 feet;
7. Thence South 87°52'31" West for 8.45 feet;
8. Thence North 02°19'10" West for 7.67 feet;
9. Thence South 87°47'33" West for 10.08 feet;

10. Thence South 01°45'36" East for 7.68 feet;
11. Thence South 84°00'56" West for 0.54 feet;
12. Thence South 02°21'55" East for 21.51 feet;
13. Thence North 87°32'53" East for 6.42 feet;
14. Thence South 02°16'19" East for 4.00 feet;
15. Thence North 87°32'45" East for 11.03 feet;
16. Thence South 02°21'37" East for 11.37 feet to the Point of Beginning.  
Contains 25,391 square feet.

October 29, 2009  
LAMP, RYNEARSON & ASSOCIATES, INC.  
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### Legal Description – Building 3, Floor B2-P1

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of B2-P1 at elevation 1133.30 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.97 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 63.00 feet along the south line of said Lot 1;

Thence North 02°21'37" West for 16.42 feet to the outside face of pre-cast wall of the parking garage, and the TRUE POINT OF BEGINNING;

Thence along said outside face of concrete wall the following ten (10) courses;

1. Thence South 87°39'43" West for 175.24 feet;
2. Thence North 02°21'39" West for 0.42 feet;
3. Thence South 87°24'48" West for 11.99 feet;
4. Thence North 02°17'10" West for 42.17 feet;
5. Thence South 87°35'02" West for 3.89 feet;
6. Thence North 02°21'39" West for 27.83 feet;
7. Thence North 59°24'14" West for 31.43 feet;
8. Thence North 53°42'11" West for 29.82 feet;
9. Thence North 48°37'48" West for 30.06 feet;
10. Thence North 38°42'57" West for 29.71 feet;

Thence North 51°13'36" East for 31.52 feet;

Thence South 44°10'13" East for 11.68 feet;

Thence North 48°44'00" East for 31.04 feet to the outside face of concrete wall of the parking garage;

Thence along said outside face of concrete wall the following eleven (11) courses;

1. Thence South 43°11'14" East for 17.75 feet;
2. Thence South 49°33'14" East for 27.78 feet;
3. Thence South 57°04'11" East for 29.82 feet;
4. Thence South 64°33'37" East for 27.81 feet;
5. Thence South 69°06'24" East for 27.92 feet;
6. Thence South 71°55'53" East for 27.92 feet;
7. Thence South 75°06'44" East for 29.93 feet;
8. Thence North 16°34'27" East for 20.03 feet;
9. Thence South 77°28'31" East for 24.45 feet;
10. Thence South 85°59'52" East for 2.00 feet;
11. Thence South 79°59'47" East for 21.96 feet;

Thence South 11°36'01" West for 1.33 feet along the line separating the residential parking garage with the commercial loading dock;

Thence along said line the following sixteen (16) courses:

1. Thence South 76°44'55" East for 1.62 feet;
2. Thence South 08°06'38" West for 21.73 feet;
3. Thence South 80°48'04" East for 1.77 feet;
4. Thence North 12°09'07" East for 1.76 feet;
5. Thence South 83°22'30" East for 10.25 feet;
6. Thence South 02°16'35" East for 35.78 feet;
7. Thence South 87°52'31" West for 8.45 feet;
8. Thence North 02°19'10" West for 7.67 feet;
9. Thence South 87°47'33" West for 10.08 feet;

10. Thence South 01°45'36" East for 7.68 feet;
11. Thence South 84°00'56" West for 0.54 feet;
12. Thence South 02°21'55" East for 21.51 feet;
13. Thence North 87°32'53" East for 6.42 feet;
14. Thence South 02°16'19" East for 4.00 feet;
15. Thence North 87°32'45" East for 11.03 feet;
16. Thence South 02°21'37" East for 11.37 feet to the Point of Beginning.  
Contains 25,391 square feet.

### Legal Description – Building 3, Loading Dock

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, Loading Dock, from the bottom of slab at the lowest point of the Loading Dock at elevation 1125.56 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.97 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 63.00 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 16.42 feet to the outside face of the precast wall of the parking garage and the TRUE POINT OF BEGINNING;

Thence along a line separating the commercial loading dock from the residential parking garage the following seventeen (17) courses;

1. Thence North 02°21'37" West for 11.37 feet;
2. Thence South 87°32'45" West for 11.03 feet;
3. Thence North 02°16'19" West for 4.00 feet;
4. Thence South 87°32'53" West for 6.42 feet;
5. Thence North 02°21'55" West for 21.51 feet;
6. Thence North 84°00'56" East for 0.54 feet;
7. Thence North 01°45'36" West for 7.68 feet;
8. Thence North 87°47'33" East for 10.08 feet;
9. Thence South 02°19'10" East for 7.67 feet;
10. Thence North 87°52'31" East for 8.45 feet;
11. Thence North 02°16'35" West for 35.78 feet;
12. Thence North 83°22'30" West for 10.25 feet;
13. Thence South 12°09'07" West for 1.76 feet;
14. Thence North 80°48'04" West for 1.77 feet;
15. Thence North 08°06'38" East for 21.73 feet;
16. Thence North 76°44'55" West for 1.62 feet;
17. Thence North 11°36'01" East for 1.33 feet to the outside face of the wall of the loading dock;

Thence along said outside face of wall the following eight (8) courses;

1. Thence South 79°20'43" East for 2.49 feet;
  2. Thence South 83°13'25" East for 26.94 feet;
  3. Thence South 86°02'48" East for 26.94 feet;
  4. Thence South 88°11'46" East for 14.07 feet;
  5. Thence South 02°21'39" East for 33.23 feet;
  6. Thence South 87°38'21" West for 3.67 feet;
  7. Thence South 02°21'39" East for 53.91 feet;
  8. Thence South 87°38'21" West for 58.33 feet to the Point of Beginning;
- Contains 5,939 square feet.

### EXCEPT FOR

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the bottom of slab of the elevator shaft at elevation 1122.00 feet to the finished floor elevation of Floor 1 at 1144.97 (NAVD 88) feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 78.83 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 33.34 feet to the inside face of pre-cast wall in the southwest corner of the residential elevator shaft in the loading dock of Building 3, and the TRUE POINT OF BEGINNING;

Thence along said inside face of precast wall the following four (4) courses;

1. Thence North 02°21'39" West for 9.67 feet;
2. Thence North 87°38'21" East for 8.33 feet;
3. Thence South 02°21'39" East for 9.67 feet;
4. Thence South 87°38'21" West for 8.33 feet to the Point of Beginning.  
Contains 81 square feet.

Note: Entire legal description contains 5,858 square feet including the exceptions.



### **Legal Description – Building 3, Residential Elevator**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the bottom of slab of the elevator shaft at elevation 1122.00 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.97 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 78.83 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 33.34 feet to the inside face of pre-cast wall in the southwest corner of the residential elevator shaft in the loading dock of Building 3, and the TRUE POINT OF BEGINNING;

Thence along said inside face of precast wall the following four (4) courses;

1. Thence North 02°21'39" West for 9.67 feet;
2. Thence North 87°38'21" East for 8.33 feet;
3. Thence South 02°21'39" East for 9.67 feet;
4. Thence South 87°38'21" West for 8.33 feet to the Point of Beginning.

Contains 81 square feet.

October 14, 2009

LAMP, RYNEARSON & ASSOCIATES, INC.

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### Legal Description - Building 3, Floor 1

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 1 at elevation 1144.97 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 21.45 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 16.36 feet to the outside face of pre-cast wall on the southeast corner of Building 3, and the TRUE POINT OF BEGINNING;

Thence South 87°37'57" West for 216.72 feet;

Thence North 09°50'52" West for 0.51 feet;

Thence South 87°50'55" West for 11.92 feet;

Thence North 02°24'03" West for 43.58 feet;

Thence South 87°41'00" West for 0.87 feet;

Thence South 02°19'00" East for 0.62 feet;

Thence South 87°41'00" West for 0.67 feet;

Thence South 77°41'00" West for 0.67 feet;

Thence North 10°12'41" West for 7.55 feet;

Thence North 87°41'00" East for 3.04 feet;

Thence North 02°19'00" West for 18.00 feet;

Thence South 87°41'00" West for 3.04 feet;

Thence North 05°34'41" East for 7.55 feet;

Thence South 82°19'00" East for 0.67 feet;

Thence North 87°41'00" East for 0.67 feet;

Thence South 02°19'00" West for 0.62 feet;

Thence North 87°41'00" East for 0.85 feet;

Thence North 02°19'00" West for 27.67 feet;

Thence North 88°37'41" East for 1.90 feet;

Thence North 28°54'40" East for 13.41 feet;

Thence North 58°11'38" West for 10.93 feet;

Thence North 31°55'05" East for 13.95 feet;

Thence South 57°22'39" East for 4.73 feet;

Thence North 32°54'40" East for 6.01 feet;

Thence South 61°02'20" East for 10.81 feet;

Thence South 64°40'25" East for 19.79 feet;

Thence South 67°26'45" East for 8.02 feet;

Thence South 69°09'27" East for 19.91 feet;

Thence South 70°22'31" East for 8.00 feet;

Thence South 72°05'50" East for 19.90 feet;

Thence South 73°04'13" East for 7.97 feet;

Thence South 74°51'24" East for 19.92 feet;

Thence South 76°05'46" East for 8.01 feet;

Thence South 77°36'53" East for 19.91 feet;

Thence South 78°51'19" East for 8.00 feet;

Thence South 80°25'15" East for 19.93 feet;

Thence South 81°47'45" East for 8.03 feet;

Thence South 83°17'09" East for 19.89 feet;

Thence South 84°35'02" East for 7.99 feet;

Thence South 85°58'35" East for 19.87 feet  
Thence South 88°04'50" East for 11.03 feet;  
Thence South 01°08'15" West for 9.69 feet;  
Thence North 87°47'47" West for 1.43 feet;  
Thence South 02°12'13" West for 14.48 feet;  
Thence South 88°02'50" West for 1.55 feet;  
Thence South 01°57'10" East for 12.12 feet;  
Thence South 86°25'46" West for 6.75 feet;  
Thence South 02°06'35" East for 31.73 feet to the Point of Beginning;  
Contains 22,175 square feet.

Note: All calls on the above referenced legal description run along the outside face of precast wall.

EXCEPT FOR:

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 1 at elevation 1144.97 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 70.42 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 53.52 feet to the southeast corner of the inside face of concrete wall of the east elevator shaft, and the TRUE POINT OF BEGINNING;

Thence along said inside face of wall the following four (4) courses;

1. Thence South 87°33'54" West for 8.33 feet;
2. Thence North 02°26'06" West for 7.00 feet;
3. Thence North 87°33'54" East for 8.33 feet;
4. Thence South 02°26'06" East for 7.00 feet to the Point of Beginning.

Contains 58 square feet.

AND ALSO EXCEPT:

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 1 at elevation 1144.97 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 203.98 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 47.19 feet to the inside face of wall at the southeast corner of the west elevator lobby and the TRUE POINT OF BEGINNING;

Thence along said inside face of wall the following eleven (11) courses;

1. Thence South 87°40'06" West for 22.17 feet;
2. Thence North 02°26'06" West for 7.89 feet;
3. Thence South 87°33'54" West for 13.53 feet;
4. Thence North 02°26'06" West for 1.52 feet;
5. Thence South 87°33'54" West for 9.27 feet;
6. Thence North 02°26'06" West for 4.49 feet;
7. Thence North 87°33'54" East for 1.90 feet;

8. Thence North 02°26'06" West for 1.67 feet;
9. Thence South 87°33'54" West for 1.99 feet;
10. Thence North 02°26'06" West for 6.29 feet;
11. Thence South 88°24'34" West for 0.36 feet to the outside face of glass on the entrance doors;  
 Thence North 02°26'09" West for 14.01 feet along said outside face of glass;  
 Thence North 87°02'39" East for 0.59 feet to the inside face of wall of the west elevator lobby;  
 Thence along said inside face of wall the following thirteen (13) courses;
  1. Thence North 02°26'06" West for 6.00 feet;
  2. Thence North 87°33'54" East for 1.90 feet;
  3. Thence North 02°26'06" West for 1.10 feet;
  4. Thence North 87°33'54" East for 6.76 feet;
  5. Thence South 02°26'06" East for 1.29 feet;
  6. Thence North 87°33'54" East for 6.48 feet;
  7. Thence North 02°26'06" West for 1.28 feet;
  8. Thence North 87°33'54" East for 10.45 feet;
  9. Thence South 02°26'06" East for 1.29 feet;
  10. Thence North 87°33'54" East for 5.66 feet;
  11. Thence South 02°26'06" East for 1.06 feet;
  12. Thence North 87°33'54" East for 23.86 feet;
  13. Thence South 02°26'06" East for 9.41 feet to a point on the inside face of concrete wall of the elevator shaft;  
 Thence continuing along said inside face of concrete wall the following three (3) courses;
    1. Thence North 87°33'54" East for 0.80 feet;
    2. Thence South 02°26'06" East for 16.34 feet;
    3. Thence South 87°33'54" West for 11.07 feet;  
 Thence South 02°26'06" East for 14.91 feet through said concrete wall to the inside face of wall of the west elevator lobby and the Point of Beginning.  
 Contains 1,969 square feet.

Note: Entire legal description contains 20,150 square feet including the exceptions.

**Legal Description – Building 3, Floor 1, East Elevator Lobby**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 1 at elevation 1144.97 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 70.42 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 53.52 feet to the southeast corner of the inside face of concrete wall of the east elevator shaft, and the TRUE POINT OF BEGINNING;

Thence along said inside face of wall the following four (4) courses;

1. Thence South 87°33'54" West for 8.33 feet;
2. Thence North 02°26'06" West for 7.00 feet;
3. Thence North 87°33'54" East for 8.33 feet;
4. Thence South 02°26'06" East for 7.00 feet to the Point of Beginning.

Contains 58 square feet.

### Legal Description – Building 3, Floor 1, West Elevator Lobby

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 1 at elevation 1144.97 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 203.98 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 47.19 feet to the inside face of wall at the southeast corner of the west elevator lobby and the TRUE POINT OF BEGINNING;

Thence along said inside face of wall the following eleven (11) courses;

1. Thence South 87°40'06" West for 22.17 feet;
2. Thence North 02°26'06" West for 7.89 feet;
3. Thence South 87°33'54" West for 13.53 feet;
4. Thence North 02°26'06" West for 1.52 feet;
5. Thence South 87°33'54" West for 9.27 feet;
6. Thence North 02°26'06" West for 4.49 feet;
7. Thence North 87°33'54" East for 1.90 feet;
8. Thence North 02°26'06" West for 1.67 feet;
9. Thence South 87°33'54" West for 1.99 feet;
10. Thence North 02°26'06" West for 6.29 feet;
11. Thence South 88°24'34" West for 0.36 feet to the outside face of glass on the entrance doors;

Thence North 02°26'09" West for 14.01 feet along said outside face of glass;

Thence North 87°02'39" East for 0.59 feet to the inside face of wall of the west elevator lobby;

Thence along said inside face of wall the following thirteen (13) courses;

1. Thence North 02°26'06" West for 6.00 feet;
2. Thence North 87°33'54" East for 1.90 feet;
3. Thence North 02°26'06" West for 1.10 feet;
4. Thence North 87°33'54" East for 6.76 feet;
5. Thence South 02°26'06" East for 1.29 feet;
6. Thence North 87°33'54" East for 6.48 feet;
7. Thence North 02°26'06" West for 1.28 feet;
8. Thence North 87°33'54" East for 10.45 feet;
9. Thence South 02°26'06" East for 1.29 feet;
10. Thence North 87°33'54" East for 5.66 feet;
11. Thence South 02°26'06" East for 1.06 feet;
12. Thence North 87°33'54" East for 23.86 feet;
13. Thence South 02°26'06" East for 9.41 feet to a point on the inside face of concrete wall of the elevator shaft;

Thence continuing along said inside face of concrete wall the following three (3) courses;

1. Thence North 87°33'54" East for 0.80 feet;
2. Thence South 02°26'06" East for 16.34 feet;
3. Thence South 87°33'54" West for 11.07 feet;

Thence South 02°26'06" East for 14.91 feet through said concrete wall to the inside face of wall of the west elevator lobby and the Point of Beginning.

Contains 1,969 square feet;

### Legal Description - Building 3, Floor 2-8 and Roof

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 3, from the finished floor elevation of Floor 2 at elevation 1167.63 feet (NAVD 88) to five feet (5') above the highest point of Building 3 (top of elevator penthouse), at 1266.85 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 19.46 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 14.37 feet to the TRUE POINT OF BEGINNING, said point lies South 47°19'24" East for 2.81 feet from the southeast corner of Building 3;

Thence South 87°22'53" West for 3.46 feet;

Thence South 02°37'07" East for 2.47 feet;

Thence South 87°41'36" West for 16.01 feet;

Thence North 02°12'18" West for 2.45 feet;

Thence South 87°38'12" West for 220.15 feet;

Thence North 00°12'20" West for 24.39 feet;

Thence North 87°18'52" East for 1.56 feet;

Thence North 00°04'12" West for 6.50 feet;

Thence North 87°36'33" East for 4.14 feet;

Thence North 02°21'42" West for 20.09 feet;

Thence South 87°36'16" West for 7.99 feet;

Thence North 02°17'43" West for 21.45 feet;

Thence North 87°37'56" East for 7.98 feet;

Thence North 02°19'21" West for 34.92 feet;

Thence North 88°37'41" East for 2.78 feet;

Thence North 28°54'40" East for 10.36 feet;

Thence North 58°11'38" West for 11.02 feet;

Thence North 31°30'56" East for 23.74 feet;

Thence South 60°24'37" East for 15.92 feet;

Thence North 28°57'40" East for 3.60 feet;

Thence along a curve to the left (having a radius of 545.18 feet and a long chord bearing South 81°45'41" East for 214.56 feet) for an arc length of 215.97 feet;

Thence South 01°55'10" West for 3.89 feet;

Thence South 87°46'09" East for 16.83 feet;

Thence South 02°20'08" West for 20.26 feet;

Thence North 87°47'47" West for 6.78 feet;

Thence South 02°12'13" West for 21.73 feet;

Thence South 02°13'06" East for 6.59 feet;

Thence South 87°48'56" West for 7.11 feet;

Thence South 02°01'40" East for 23.43 feet to the Point of Beginning.

Contains 24,999 square feet.

October 27, 2009

LAMP, RYNEARSON & ASSOCIATES, INC.

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**Legal Description – Building 4, Floor B1P2**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor B1-P2 at elevation 1122.12 feet (NAVD88) to the finished floor elevation of Floor B2-P1 at 1136.89 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 326.40 feet along the north line of said Lot 1;

Thence South 02°21'52" East to a point on the outside face of the west concrete wall of the parking garage and the TRUE POINT OF BEGINNING;

Thence South 50°55'16" East for 32.51 feet;

Thence South 36°59'00" West for 5.19 feet;

Thence South 52°05'05" East for 32.22 feet to a point on the outside face of the east concrete wall of the parking garage;

Thence along a curve to the left (having a radius of 219.41 feet and a long chord bearing South 01°08'34" East for 282.92 feet) for an arc length of 307.46 feet;

Thence South 48°43'58" West for 31.09 feet;

Thence North 44°10'13" West for 11.68 feet;

Thence South 51°13'36" West for 31.50 feet to a point on the outside face of the west concrete wall of the parking garage;

Thence along a curve to the right (having a radius of 407.46 feet and a long chord bearing North 36°31'11" West for 39.16 feet) for an arc length of 39.17 feet;

Thence South 87°06'00" West for 11.70 feet;

Thence North 02°14'29" West for 28.09 feet;

Thence South 87°43'37" West for 2.86 feet;

Thence North 17°15'05" West for 29.90 feet;

Thence North 02°18'55" West for 98.26 feet;

Thence North 84°51'08" East for 5.72 feet;

Thence North 12°33'31" East for 28.61 feet;

Thence North 75°43'07" West for 7.62 feet;

Thence North 12°48'51" East for 29.83 feet;

Thence North 02°19'27" West for 8.33 feet;

Thence North 87°40'18" East for 7.51 feet;

Thence North 02°19'27" West for 8.36 feet;

Thence North 87°40'18" East for 11.74 feet;

Thence along a curve to the right (having a radius of 322.62 feet and a long chord bearing North 33°27'08" East for 68.95 feet) for an arc length of 69.08 feet to the Point of Beginning.

Contains 23,336 square feet.

September 15, 2009

LAMP, RYNEARSON & ASSOCIATES, INC.

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### Legal Description – Building 4, Floor B2-P1

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor B2-P1 at elevation 1136.89 feet (NAVD88) to the finished floor elevation of Floor 1 at 1148.96 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 326.40 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 137.08 feet to a point on the west outside face of the concrete wall of the parking garage and the TRUE POINT OF BEGINNING;

Thence South 50°06'47" East for 32.51 feet;

Thence South 36°59'00" West for 5.40 feet;

Thence South 51°06'14" East for 32.15 feet to a point on the outside face of the east concrete wall of the parking garage;

Thence along a curve to the left (having a radius of 219.46 feet and a long chord bearing South 01°18'15" East for 282.03 feet) for an arc length of 306.29 feet;

Thence South 48°44'00" West for 31.04 feet;

Thence North 44°10'13" West for 11.68 feet;

Thence South 51°13'36" West for 31.52 feet;

Thence along a curve to the right (having a radius of 407.46 feet and a long chord bearing North 39°13'00" West for 39.10 feet) for an arc length of 39.12 feet;

Thence South 87°38'21" West for 11.69 feet;

Thence North 02°21'39" West for 28.15 feet;

Thence South 87°39'44" West for 2.84 feet;

Thence North 17°14'44" West for 68.97 feet;

Thence North 02°22'37" West for 100.88 feet;

Thence North 89°14'16" East for 5.22 feet;

Thence North 12°23'18" East for 28.57 feet;

Thence North 77°15'36" West for 7.90 feet;

Thence North 12°44'24" East for 30.31 feet;

Thence North 02°21'39" West for 8.49 feet;

Thence North 87°38'21" East for 7.82 feet;

Thence North 02°21'39" West for 8.13 feet;

Thence North 87°38'20" East for 11.69 feet;

Thence along a curve to the right (having a radius of 325.09 feet and a long chord bearing North 33°34'10" East for 68.90 feet) for an arc length of 69.03 feet to the Point of Beginning.

Contains 23,290 square feet.

September 15, 2009

LAMP, RYNEARSON & ASSOCIATES, INC.

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### Legal Description – Building 4, Floor 1

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, Floor 1 from the finished floor elevation of Floor 1 at elevation 1148.96 feet to the finished floor elevation of floor 2 at 1164.13 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 373.83 feet along the north line of said Lot 1;

Thence South 02°21'52" East to a point on the outside face of precast wall at the northwest corner of Building 4 and the TRUE POINT OF BEGINNING;

Thence along said precast wall the following fifty five (55) courses;

1. Thence North 87°45'35" East for 28.93 feet;
2. Thence South 04°19'55" East for 2.30 feet;
3. Thence North 87°41'56" East for 3.88 feet;
4. Thence South 87°40'39" East for 29.88 feet;
5. Thence South 01°55'33" East for 5.72 feet;
6. Thence South 53°50'57" East for 8.89 feet;
7. Thence South 53°30'19" East for 14.15 feet;
8. Thence South 33°45'12" West for 4.82 feet;
9. Thence South 52°40'41" East for 5.42 feet;
10. Thence South 33°44'55" West for 10.91 feet;
11. Thence South 29°53'06" West for 19.83 feet;
12. Thence South 26°44'40" West for 8.01 feet;
13. Thence South 22°58'14" West for 19.77 feet;
14. Thence South 19°24'05" West for 8.02 feet;
15. Thence South 15°46'42" West for 19.79 feet;
16. Thence South 12°05'15" West for 7.99 feet;
17. Thence South 08°27'22" West for 19.76 feet;
18. Thence South 05°02'31" West for 8.01 feet;
19. Thence South 01°15'25" West for 19.77 feet;
20. Thence South 02°20'52" East for 8.04 feet;
21. Thence South 05°59'27" East for 19.81 feet;
22. Thence South 09°28'25" East for 8.00 feet;
23. Thence South 13°21'47" East for 19.81 feet;
24. Thence South 16°44'51" East for 7.99 feet;
25. Thence South 20°31'38" East for 19.82 feet;
26. Thence South 16°44'51" East for 7.99 feet;
27. Thence South 20°31'38" East for 19.82 feet;
28. Thence South 24°01'27" East for 7.98 feet;
29. Thence South 27°51'37" East for 19.80 feet;
30. Thence South 31°19'46" East for 7.99 feet;
31. Thence South 34°35'24" East for 19.76 feet;
32. Thence South 38°47'24" East for 10.91 feet;
33. Thence South 48°50'07" West for 5.85 feet;
34. Thence South 39°53'10" East for 4.96 feet;
35. Thence South 48°50'07" West for 13.81 feet;
36. Thence North 42°30'40" West for 4.55 feet;
37. Thence South 48°49'48" West for 9.09 feet;

38. Thence South 03°05'40" East for 5.75 feet;
39. Thence South 87°35'44" West for 19.49 feet;
40. Thence South 01°45'51" East for 5.72 feet;
41. Thence South 87°19'06" West for 6.41 feet;
42. Thence South 01°45'51" East for 2.22 feet;
43. Thence North 87°48'15" East for 0.70 feet;
44. Thence South 02°22'24" West for 0.61 feet;
45. Thence South 13°42'53" East for 0.72 feet;
46. Thence South 80°33'04" West for 7.52 feet;
47. Thence North 01°41'39" West for 1.63 feet;
48. Thence South 88°00'00" West for 17.99 feet;
49. Thence South 01°41'39" East for 1.78 feet;
50. Thence North 84°37'39" West for 7.52 feet;
51. Thence North 10°29'31" East for 0.70 feet;
52. Thence North 02°46'17" West for 0.62 feet;
53. Thence North 85°49'45" East for 0.70 feet;
54. Thence North 02°10'04" West for 2.21 feet;
55. Thence South 87°39'30" West for 8.03 feet to the west inside face of the drywall separating Building 4 from the Commercial Space;  
Thence continuing along said wall line the following eight (8) courses;
  1. Thence North 02°40'09" West for 7.31 feet;
  2. Thence South 87°41'58" West for 2.00 feet;
  3. Thence North 02°54'19" West for 1.71 feet;
  4. Thence North 87°41'58" East for 1.85 feet;
  5. Thence North 02°22'42" West for 20.75 feet;
  6. Thence South 87°41'41" West for 1.77 feet;
  7. Thence North 02°20'44" West for 29.98 feet;
  8. Thence South 87°41'41" West for 46.24 feet to the outside face of precast wall of said Building 4;  
Thence along said precast wall the following twenty (20) courses;
    1. Thence North 02°17'04" West for 149.93 feet;
    2. Thence North 87°55'07" East for 25.02 feet;
    3. Thence North 01°47'58" West for 17.60 feet;
    4. Thence North 89°22'23" East for 5.42 feet;
    5. Thence North 12°51'53" East for 27.03 feet;
    6. Thence North 76°35'42" West for 7.70 feet;
    7. Thence North 12°45'24" East for 17.82 feet;
    8. Thence South 86°31'09" West for 0.73 feet;
    9. Thence North 03°09'36" West for 2.02 feet;
    10. Thence North 85°57'16" East for 1.34 feet;
    11. Thence North 12°37'55" East for 6.78 feet;
    12. Thence North 02°24'19" West for 11.85 feet;
    13. Thence North 88°07'15" East for 7.79 feet;
    14. Thence North 02°10'08" West for 8.96 feet;
    15. Thence North 84°54'23" East for 5.25 feet;
    16. Thence North 01°42'14" West for 16.30 feet;
    17. Thence South 87°07'52" West for 4.60 feet;
    18. Thence North 02°50'47" West for 8.26 feet;
    19. Thence North 88°17'46" East for 4.76 feet;
    20. Thence North 01°42'14" West for 3.42 feet to the Point of Beginning.  
Contains 27,971 square feet.

EXCEPT FOR:

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4 north Elevator Lobby, from the finished floor elevation of Floor 1 at elevation 1148.96 feet (NAVD88) to the finished floor elevation of Floor 2 at 1164.13 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 369.31 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 164.45 feet to a point on the inside face of wall at the northwest corner of the north elevator lobby of Building 4, and the TRUE POINT OF BEGINNING;

Thence continuing along said inside face of wall the following six (6) courses.

1. Thence North 87°44'28" East for 8.34 feet;
2. Thence South 02°14'25" East for 11.75 feet;
3. Thence North 87°45'35" East for 8.58 feet;
4. Thence South 02°14'25" East for 52.62 feet;
5. Thence South 87°45'35" West for 29.47 feet;
6. Thence North 12°03'47" East for 6.76 feet to the outside face of the poured concrete wall for the air vent that services the parking garage;

Thence North 02°14'25" West for 1.12 feet through the poured concrete wall to the inside face of the poured concrete wall of said air vent;

Thence continuing along said inside face of poured concrete wall the following five (5) courses;

1. Thence South 87°45'35" West for 4.32 feet;
2. Thence North 02°14'25" West for 18.67 feet;
3. Thence North 87°30'13" East for 7.65 feet;
4. Thence North 02°14'25" West for 8.30 feet;
5. Thence North 87°45'35" East for 4.03 feet;

Thence North 02°14'25" West for 18.00 feet through the poured concrete wall to the inside face of wall of the north elevator lobby;

Thence South 87°45'35" West for 3.14 feet along said inside face of wall;

Thence North 02°14'25" West for 9.37 feet through the wall of the north elevator lobby to the outside face of the doors leading from the parking garage;

Thence North 87°45'35" East for 0.38 feet to the inside face of wall of the north elevator lobby;

Thence North 02°14'26" West for 2.33 feet along said inside face of wall to the Point of

Beginning.

Contains 1,491 square feet.

AND ALSO EXCEPT:

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4 south elevator lobby, from the finished floor elevation of Floor 1 at elevation 1148.96 feet (NAVD88) to the finished floor elevation of Floor 2 at 1164.13 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 331.18 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 170.14 feet to the inside face of wall at the southeast corner of the south elevator lobby of Building 4 and the TRUE POINT OF BEGINNING;

Thence along said inside face of wall for the following three (3) courses;

1. Thence South 88°00'00" West for 6.45 feet;
2. Thence South 02°00'00" East for 0.48 feet;
3. Thence South 88°00'00" West for 7.41 feet;

Thence South 02°00'00" East for 2.17 feet along said inside face of wall to the exterior face of glass on the entry way to the south elevator lobby;

Thence South 88°00'00" West for 13.99 feet along the exterior face of said entry way;

Thence South 02°00'00" East for 2.41 feet to the inside face of wall of south elevator lobby;

Thence along said inside face of wall the following five (5) courses;

1. Thence South 88°00'00" West for 14.32 feet;
2. Thence North 02°00'00" West for 6.88 feet;
3. Thence South 88°00'00" West for 1.25 feet;
4. Thence North 02°00'00" West for 1.21 feet;
5. Thence South 88°00'00" West for 0.20 feet;

Thence North 02°00'00" West for 22.29 feet along said inside face of wall to the inside face of a structural concrete wall;

Thence South 88°00'00" West for 0.93 feet along said inside face of a structural concrete wall;

Thence North 02°00'00" West for 26.50 feet along said inside face of a structural concrete wall;

Thence North 88°00'00" East for 17.02 feet along said inside face of a structural concrete wall to the inside face of wall of the south elevator lobby;

Thence along the inside face of wall the following thirteen (13) courses;

1. Thence South 02°00'00" East for 3.74 feet;
2. Thence North 88°00'00" East for 2.04 feet;
3. Thence North 02°00'00" West for 1.84 feet;
4. Thence North 88°00'00" East for 9.89 feet;
5. Thence South 02°00'00" East for 26.87 feet;
6. Thence North 88°00'00" East for 3.50 feet;
7. Thence North 02°00'00" West for 0.56 feet;
8. Thence North 88°00'00" East for 14.27 feet;
9. Thence South 02°00'00" East for 4.83 feet;
10. Thence South 88°00'00" West for 1.45 feet;
11. Thence South 02°00'00" East for 13.94 feet;
12. Thence South 88°00'00" West for 0.45 feet;
13. Thence South 02°00'00" East for 9.66 feet to the Point of Beginning.

Contains 2,082 square feet.

Note: Entire legal description contains 24,398 square feet including the exceptions.

### Legal Description – Building 4, Floor 1, South Elevator Lobby

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor 1 at elevation 1148.96 feet (NAVD88) to the finished floor elevation of Floor 2 at 1164.13 feet (NAVD 88), described as follows:

Commencing at the southeast corner of said Lot 1;

Thence South 87°38'21" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 331.18 feet along the south line of said Lot 1;

Thence North 02°21'39" West for 170.14 feet to the inside face of wall at the southeast corner of the south elevator lobby of Building 4 and the TRUE POINT OF BEGINNING;

Thence along said inside face of wall for the following three (3) courses;

1. Thence South 88°00'00" West for 6.45 feet;
2. Thence South 02°00'00" East for 0.48 feet;
3. Thence South 88°00'00" West for 7.41 feet;

Thence South 02°00'00" East for 2.17 feet along said inside face of wall to the exterior face of glass on the entry way to the south elevator lobby;

Thence South 88°00'00" West for 13.99 feet along the exterior face of said entry way;

Thence South 02°00'00" East for 2.41 feet to the inside face of wall of south elevator lobby;

Thence along said inside face of wall the following five (5) courses;

1. Thence South 88°00'00" West for 14.32 feet;
2. Thence North 02°00'00" West for 6.88 feet;
3. Thence South 88°00'00" West for 1.25 feet;
4. Thence North 02°00'00" West for 1.21 feet;
5. Thence South 88°00'00" West for 0.20 feet;

Thence North 02°00'00" West for 22.29 feet along said inside face of wall to the inside face of a structural concrete wall;

Thence South 88°00'00" West for 0.93 feet along said inside face of a structural concrete wall;

Thence North 02°00'00" West for 26.50 feet along said inside face of a structural concrete wall;

Thence North 88°00'00" East for 17.02 feet along said inside face of a structural concrete wall to the inside face of wall of the south elevator lobby;

Thence along the inside face of wall the following thirteen (13) courses;

1. Thence South 02°00'00" East for 3.74 feet;
2. Thence North 88°00'00" East for 2.04 feet;
3. Thence North 02°00'00" West for 1.84 feet;
4. Thence North 88°00'00" East for 9.89 feet;
5. Thence South 02°00'00" East for 26.87 feet;
6. Thence North 88°00'00" East for 3.50 feet;
7. Thence North 02°00'00" West for 0.56 feet;
8. Thence North 88°00'00" East for 14.27 feet;
9. Thence South 02°00'00" East for 4.83 feet;
10. Thence South 88°00'00" West for 1.45 feet;
11. Thence South 02°00'00" East for 13.94 feet;
12. Thence South 88°00'00" West for 0.45 feet;
13. Thence South 02°00'00" East for 9.66 feet to the Point of Beginning;

Contains 2,082 square feet.

September 15, 2009

LAMP, RYNEARSON & ASSOCIATES, INC.

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**Legal Description – Building 4, Floor 1, North Elevator Lobby**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor 1 at elevation 1148.96 feet (NAVD88) to the finished floor elevation of Floor 2 at 1164.13 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 369.31 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 164.45 feet to a point on the inside face of wall at the northwest corner of the north elevator lobby of Building 4, and the TRUE POINT OF BEGINNING;

Thence continuing along said inside face of wall the following six (6) courses.

1. Thence North 87°44'28" East for 8.34 feet;
2. Thence South 02°14'25" East for 11.75 feet;
3. Thence North 87°45'35" East for 8.58 feet;
4. Thence South 02°14'25" East for 52.62 feet;
5. Thence South 87°45'35" West for 29.47 feet;
6. Thence North 12°03'47" East for 6.76 feet to the outside face of the poured concrete wall for the air vent that services the parking garage;

Thence North 02°14'25" West for 1.12 feet through the poured concrete wall to the inside face of the poured concrete wall of said air vent;

Thence continuing along said inside face of poured concrete wall the following five (5) courses;

1. Thence South 87°45'35" West for 4.32 feet;
2. Thence North 02°14'25" West for 18.67 feet;
3. Thence North 87°30'13" East for 7.65 feet;
4. Thence North 02°14'25" West for 8.30 feet;
5. Thence North 87°45'35" East for 4.03 feet;

Thence North 02°14'25" West for 18.00 feet through the poured concrete wall to the inside face of wall of the north elevator lobby;

Thence South 87°45'35" West for 3.14 feet along said inside face of wall;

Thence North 02°14'25" West for 9.37 feet through the wall of the north elevator lobby to the outside face of the doors leading from the parking garage;

Thence North 87°45'35" East for 0.38 feet to the inside face of wall of the north elevator lobby;

Thence North 02°14'26" West for 2.33 feet along said inside face of wall to the Point of

Beginning.

Contains 1,491 square feet.

September 15, 2009

LAMP, RYNEARSON & ASSOCIATES, INC.

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**Legal Description – Building 4, Floor 2**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor 2 at elevation 1164.13feet (NAVD 88) to the finished floor elevation of Floor 3 at elevation 1177.25 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 373.81 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 161.94 feet to the TRUE POINT OF BEGINNING, said point being North 01°42'14" West for 2.00' from the northwest corner of Building 4;

Thence North 87°45'35" East for 51.60 feet;

Thence North 02°19'21" East for 3.50 feet;

Thence North 88°01'52" East for 12.45 feet;

Thence South 04°14'59" East for 9.09 feet;

Thence South 53°26'51" East for 33.16 feet;

Thence South 33°59'59" West for 15.72 feet;

Thence South 55°39'17" East for 4.03 feet;

Thence along a curve to the left (having a radius of 214.24 feet and a long chord bearing South 20°10'45" East for 249.70 feet) for an arc length of 266.56 feet;

Thence South 52°34'58" West for 3.87 feet;

Thence South 39°07'56" East for 15.77 feet;

Thence South 48°50'07" West for 33.43 feet;

Thence South 02°38'04" East for 9.12 feet;

Thence South 87°21'56" West for 12.87 feet;

Thence South 82°25'01" West for 19.99 feet;

Thence South 02°00'00" East for 6.38 feet;

Thence South 87°18'10" West for 21.37 feet;

Thence North 02°00'00" West for 6.44 feet;

Thence North 84°37'39" West for 8.46 feet;

Thence North 07°56'36" East for 3.28 feet;

Thence South 87°39'30" West for 3.94 feet;

Thence North 02°05'11" West for 3.92 feet to the west structural face of the wall separating residential area from the commercial area;

Thence continuing along said structural wall line for the following fifteen (15) courses;

1. Thence South 87°19'51" West for 1.41 feet;
2. Thence North 02°40'09" West for 5.40 feet;
3. Thence South 87°41'58" West for 2.00 feet;
4. Thence North 02°54'19" West for 1.71 feet;
5. Thence North 87°41'58" East for 1.36 feet;
6. Thence North 02°20'47" West for 20.75 feet;
7. Thence South 87°41'41" West for 1.67 feet;
8. Thence North 02°20'46" West for 28.99 feet;
9. Thence North 19°48'34" West for 18.76 feet;
10. Thence South 69°12'36" West for 0.80 feet;
11. Thence North 21°24'06" West for 1.69 feet;
12. Thence North 69°12'36" East for 0.84 feet;
13. Thence North 19°48'34" West for 45.64 feet;
14. Thence North 02°16'37" West for 87.46 feet;



15. Thence South 87°21'45" West for 0.97 feet to the outside face of the precast wall between Building 4 and the Parking garage;  
Thence continuing along said outside face of precast wall for the following nine (9) courses;
  1. Thence North 01°47'58" West for 17.94 feet;
  2. Thence North 89°22'23" East for 5.42 feet;
  3. Thence North 12°51'53" East for 45.99 feet;
  4. Thence South 88°41'55" West for 4.01 feet;
  5. Thence North 02°18'33" West for 20.80 feet;
  6. Thence North 88°41'55" East for 6.37 feet;
  7. Thence North 02°10'08" West for 9.59 feet;
  8. Thence North 84°54'23" East for 5.25 feet;
  9. Thence North 01°42'14" West for 29.89 feet to the Point of Beginning.  
Contains 25,984 square feet.

### Legal Description – Building 4, Floor 3

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, from the finished floor elevation of Floor 3 at elevation 1177.25 feet (NAVD 88) to the finished floor elevation of Floor 4 at 1186.91 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 373.81 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 161.94 feet to the TRUE POINT OF BEGINNING, said point being North 01°42'14" West for 2.00' from the northwest corner of Building 4;

Thence North 87°45'35" East for 51.60 feet;

Thence North 02°19'21" East for 3.50 feet;

Thence North 88°01'52" East for 12.45 feet;

Thence South 04°14'59" East for 9.09 feet;

Thence South 53°26'51" East for 33.16 feet;

Thence South 33°59'59" West for 15.72 feet;

Thence South 55°39'17" East for 4.03 feet;

Thence along a curve to the right (having a radius of 214.24 feet and a long chord bearing South 20°10'45" East for 249.70 feet) for an arc length of 266.56 feet;

Thence South 52°34'58" West for 3.87 feet;

Thence South 39°07'56" East for 15.77 feet;

Thence South 48°50'07" West for 33.43 feet;

Thence South 02°38'04" East for 9.12 feet;

Thence South 87°21'56" West for 12.87 feet;

Thence South 82°25'01" West for 19.99 feet;

Thence South 02°00'00" East for 6.38 feet;

Thence South 87°18'10" West for 21.37 feet;

Thence North 02°00'00" West for 6.44 feet;

Thence North 84°37'39" West for 8.46 feet;

Thence North 07°56'36" East for 3.28 feet;

Thence South 87°39'30" West for 3.94 feet;

Thence North 02°05'11" West for 3.92 feet to the west structural face of the wall separating the residential space from the commercial space;

Thence continuing along said structural wall line for the following Fifteen (15) courses;

1. Thence South 87°19'51" West for 1.41 feet;
2. Thence North 02°40'09" West for 5.40 feet;
3. Thence South 87°41'58" West for 2.00 feet;
4. Thence North 02°54'19" West for 1.71 feet;
5. Thence North 87°41'58" East for 1.36 feet;
6. Thence North 02°20'47" West for 20.75 feet;
7. Thence South 87°41'41" West for 1.67 feet;
8. Thence North 02°20'46" West for 28.99 feet;
9. Thence North 19°48'34" West for 18.76 feet;
10. Thence South 69°12'36" West for 0.80 feet;
11. Thence North 21°24'06" West for 1.69 feet;
12. Thence North 69°12'36" East for 0.84 feet;
13. Thence North 19°48'34" West for 45.64 feet;
14. Thence North 02°16'37" West for 87.46 feet;

15. Thence South  $87^{\circ}21'45''$  West for 0.97 feet to the outside face of the precast wall between Building 4 and the Parking garage;  
Thence continuing along said outside face of precast wall for the following seven (7) courses;
  1. Thence North  $01^{\circ}47'58''$  West for 17.94 feet;
  2. Thence North  $89^{\circ}22'23''$  East for 5.42 feet;
  3. Thence North  $12^{\circ}51'53''$  East for 46.96 feet;
  4. Thence North  $81^{\circ}40'25''$  East for 2.06 feet;
  5. Thence North  $02^{\circ}10'08''$  West for 29.19 feet;
  6. Thence North  $84^{\circ}54'23''$  East for 5.25 feet;
  7. Thence North  $01^{\circ}42'14''$  West for 29.89 feet to the Point of Beginning.  
Contains 25,854 square feet.

### Legal Description – Building 4, Floors 4-8 and Roof

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 4, Floors 4 – 8 and residential common areas on the roof top, from the finished floor elevation of Floor 4 at elevation 1186.91 feet (NAVD 88) to five feet (5') above the highest point of Building 4 (top of elevator penthouse), at elevation 1275.68 feet (NAVD 88), as constructed, described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the Final Plat of MIDTOWN CROSSING AT TURNER PARK) for 375.81 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 161.94 feet to the TRUE POINT OF BEGINNING, said point lies North 46°58'20" West for 2.82 feet from the northwest corner of Building 4;

Thence North 87°45'35" East for 53.60 feet;

Thence North 02°19'21" East for 3.50 feet;

Thence North 88°01'52" East for 12.45 feet;

Thence South 04°14'59" East for 9.09 feet;

Thence South 53°26'51" East for 33.16 feet;

Thence South 33°59'59" West for 15.72 feet;

Thence South 55°39'17" East for 4.03 feet;

Thence along a curve to the right (having a radius of 214.24 feet and a long chord bearing South 20°10'45" East for 249.70 feet) for an arc length of 266.56 feet;

Thence South 52°34'58" West for 3.87 feet;

Thence South 39°07'56" East for 15.77 feet;

Thence South 48°50'07" West for 33.43 feet;

Thence South 02°38'04" East for 9.12 feet;

Thence South 87°21'56" West for 12.87 feet;

Thence South 82°25'01" West for 19.99 feet;

Thence South 02°00'00" East for 6.38 feet;

Thence South 87°18'10" West for 21.37 feet;

Thence North 02°00'00" West for 6.44 feet;

Thence North 84°37'39" West for 8.46 feet;

Thence North 07°56'36" East for 3.28 feet;

Thence South 87°39'30" West for 9.42 feet;

Thence North 02°15'03" West for 59.38 feet;

Thence North 89°45'46" West for 3.14 feet;

Thence North 18°01'22" West for 11.69 feet;

Thence North 73°15'58" East for 1.03 feet;

Thence North 17°37'33" West for 34.78 feet;

Thence South 87°52'28" West for 6.60 feet;

Thence North 02°16'52" West for 12.44 feet;

Thence North 86°55'13" East for 1.01 feet;

Thence North 02°36'25" West for 32.50 feet;

Thence South 87°20'04" West for 6.82 feet;

Thence North 02°11'57" West for 35.48 feet;

Thence North 85°54'13" East for 6.90 feet;

Thence North 02°27'04" West for 24.05 feet;

Thence South 87°21'45" West for 1.02 feet;

Thence North 01°47'58" West for 22.01 feet;

Thence North 89°22'23" East for 5.89 feet;

Thence North 12°51'53" East for 46.76 feet;  
Thence North 81°40'25" East for 1.64 feet;  
Thence North 02°10'08" West for 29.29 feet;  
Thence North 84°54'23" East for 5.27 feet;  
Thence North 01°42'14" West for 27.98 feet to the Point of Beginning.  
Contains 26,969 square feet.

September 15, 2009  
LAMP, RYNEARSON & ASSOCIATES, INC.  
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**Legal Description – Building 5, Floor B1-P2**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the bottom of slab of the floor of B1-P2 at elevation 1114.92 feet (NAVD 88) to the finished floor elevation of B2-P1 at 1133.20 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 63.34 feet along the north line of said Lot 1;

Thence North 02°21'52" West for 10.26 feet to the outside face of the wall of the parking garage of Building 5, and the TRUE POINT OF BEGINNING;

Thence South 02°21'39" East for 11.33 feet along the line separating the residential parking garage from the commercial loading dock;

Thence along said line the following fourteen (14) courses;

1. Thence South 87°45'07" West for 12.72 feet;
2. Thence South 02°41'46" East for 4.03 feet;
3. Thence South 87°45'07" West for 5.32 feet;
4. Thence South 02°20'47" East for 21.41 feet;
5. Thence North 87°00'32" East for 0.94 feet;
6. Thence South 02°47'26" East for 7.66 feet;
7. Thence North 87°49'17" East for 8.86 feet;
8. Thence North 03°17'34" West for 7.67 feet;
9. Thence North 87°34'25" East for 9.25 feet;
10. Thence South 02°19'14" East for 35.74 feet;
11. Thence South 78°40'10" West for 10.27 feet;
12. Thence North 15°47'33" West for 1.86 feet;
13. Thence South 79°27'18" West for 1.65 feet;
14. Thence South 12°45'08" East for 23.60 feet to the outside face of concrete wall of the parking garage;

Thence along said outside face of concrete wall the following ten (10) courses;

1. Thence South 75°52'17" West for 25.80 feet;
  2. Thence South 72°51'09" West for 24.05 feet;
  3. Thence North 18°15'00" West for 20.03 feet;
  4. Thence South 70°26'00" West for 31.04 feet;
  5. Thence South 67°12'36" West for 27.92 feet;
  6. Thence South 64°23'08" West for 27.92 feet;
  7. Thence South 59°50'24" West for 27.82 feet;
  8. Thence South 52°20'54" West for 29.82 feet;
  9. Thence South 44°49'56" West for 27.78 feet;
  10. Thence South 39°12'45" West for 9.06 feet;
- Thence North 50°57'55" West for 32.22 feet;  
Thence North 36°59'00" East for 4.63 feet;  
Thence North 49°55'50" West for 32.54 feet to the outside face of concrete wall of the parking garage;

Thence along said outside face of concrete wall the following nine (9) courses;

1. Thence North 43°53'59" East for 29.97 feet;
2. Thence North 48°58'54" East for 29.82 feet;
3. Thence North 54°58'30" East for 31.32 feet;
4. Thence North 02°21'39" West for 28.02 feet;
5. Thence North 87°38'21" East for 4.04 feet;

6. Thence North  $02^{\circ}32'26''$  West for 42.10 feet;
7. Thence North  $87^{\circ}38'21''$  East for 11.83 feet;
8. Thence North  $02^{\circ}21'48''$  West for 0.43 feet;
9. Thence North  $87^{\circ}38'21''$  East for 175.91 feet to the Point of Beginning.  
Contains 23,820 square feet.

October 29, 2009  
LAMP, RYNEARSON & ASSOCIATES, INC.  
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### Legal Description – Building 5, Floor B2-P1

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor of B2-P1 at elevation 1133.20 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.98 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 63.34 feet along the north line of said Lot 1;

Thence North 02°21'52" West for 10.29 feet to the outside face of the wall of the parking garage of Building 5, and the TRUE POINT OF BEGINNING;

Thence South 02°21'39" East for 11.31 feet along the line separating the residential parking garage from the commercial loading dock;

Thence along said line the following fourteen (14) courses;

1. Thence South 87°45'07" West for 12.72 feet;
2. Thence South 02°41'46" East for 4.03 feet;
3. Thence South 87°45'07" West for 5.32 feet;
4. Thence South 02°20'47" East for 21.41 feet;
5. Thence North 87°00'32" East for 0.94 feet;
6. Thence South 02°47'26" East for 7.66 feet;
7. Thence North 87°49'17" East for 8.86 feet;
8. Thence North 03°17'34" West for 7.67 feet;
9. Thence North 87°34'25" East for 9.25 feet;
10. Thence South 02°19'14" East for 35.74 feet;
11. Thence South 78°40'10" West for 10.27 feet;
12. Thence North 15°47'33" West for 1.86 feet;
13. Thence South 79°27'18" West for 1.65 feet;
14. Thence South 12°50'36" East for 23.47 feet to the outside face of concrete wall of the parking garage;

Thence along said outside face of concrete wall the following ten (10) courses;

1. Thence South 75°44'18" West for 23.47 feet;
  2. Thence South 73°09'24" West for 23.47 feet;
  3. Thence North 18°22'39" West for 19.98 feet;
  4. Thence South 70°21'03" West for 31.03 feet;
  5. Thence South 67°12'37" West for 27.92 feet;
  6. Thence South 64°23'06" West for 27.92 feet;
  7. Thence South 59°50'20" West for 27.80 feet;
  8. Thence South 52°21'03" West for 29.83 feet;
  9. Thence South 44°49'56" West for 27.78 feet;
  10. Thence South 39°27'04" West for 9.67 feet;
- Thence North 51°06'14" West for 32.15 feet;  
Thence North 36°59'00" East for 5.40 feet;  
Thence North 50°06'47" West for 32.51 feet to the outside face of concrete wall of the parking garage;

Thence along said outside face of concrete wall the following nine (9) courses;

1. Thence North 43°51'17" East for 29.99 feet;
2. Thence North 48°58'54" East for 29.82 feet;
3. Thence North 54°47'47" East for 31.39 feet;
4. Thence North 02°21'39" West for 27.90 feet;
5. Thence North 87°38'21" East for 3.93 feet;



6. Thence North 02°31'29" West for 42.12 feet;
7. Thence North 88°57'25" East for 12.02feet;
8. Thence North 02°21'39" West for 0.47 feet;
9. Thence North 87°34'39" East for 175.91 feet to the Point of Beginning;  
Contains 24,178 square feet.

October 29, 2009  
LAMP, RYNEARSON & ASSOCIATES, INC.  
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### Legal Description – Building 5, Loading Dock

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, Loading Dock, from the bottom of slab at the lowest point of the Loading Dock at elevation 1124.95 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.98 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 63.34 feet along the south line of said Lot 1;

Thence South 02°21'52" East for 10.26 feet to the outside face of the wall of the loading dock, and the TRUE POINT OF BEGINNING;

Thence along said outside face of wall the following twelve (12) courses;

1. Thence North 87°38'21" East for 59.25 feet;
2. Thence South 02°21'39" East for 15.76 feet;
3. Thence North 87°38'21" East for 2.08 feet;
4. Thence South 02°21'49" East for 3.75 feet;
5. Thence South 87°38'21" West for 3.67 feet;
6. Thence South 02°21'39" East for 34.33 feet;
7. Thence North 87°38'22" East for 3.67 feet;
8. Thence South 02°22'11" East for 33.23 feet;
9. Thence South 83°28'28" West for 14.08 feet;
10. Thence South 81°19'31" West for 26.94 feet;
11. Thence South 78°03'46" West for 27.93 feet;
12. Thence North 12°45'08" West for 23.60 feet to a line separating the commercial loading dock from the residential parking garage;

Thence along said line the following fourteen (14) courses;

1. Thence North 79°27'18" East for 1.65 feet;
2. Thence South 15°47'33" East for 1.86 feet;
3. Thence North 78°40'10" East for 10.27 feet;
4. Thence North 02°19'14" West for 35.74 feet;
5. Thence South 87°34'25" West for 9.25 feet;
6. Thence South 03°17'34" East for 7.67 feet;
7. Thence South 87°49'17" West for 8.86 feet;
8. Thence North 02°47'26" West for 7.66 feet;
9. Thence South 87°00'32" West for 0.94 feet;
10. Thence North 02°20'47" West for 21.41 feet;
11. Thence North 87°45'07" East for 5.32 feet;
12. Thence North 02°41'46" West for 4.03 feet;
13. Thence North 87°45'07" East for 12.72 feet;
14. Thence North 02°21'39" West for 11.33 feet to the Point of Beginning.

Contains 6,043 square feet.

### EXCEPT FOR

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the bottom of slab at the lowest point of the elevator shaft at elevation 1122.00 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.98 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 79.89 feet along the north line of said Lot 1;

Thence North 02°21'52" West for 27.09 feet to the inside face of the concrete wall at the northwest corner of the residential elevator shaft in the loading dock of Building 5, and the TRUE POINT OF BEGINNING;

Thence along said inside face of concrete wall the following four (4) courses;

1. Thence North 87°13'14" East for 8.24 feet;
2. Thence South 02°20'47" East for 9.69 feet;
3. Thence South 87°34'25" West for 8.42 feet;
4. Thence North 01°17'54" West for 9.64 feet to the Point of Beginning.

Contains 81 square feet.

Note: Entire legal description contains 5,962 square feet including the exceptions.

### **Legal Description – Building 5, Residential Elevator**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the bottom of slab at the lowest point of the elevator shaft at elevation 1122.00 feet (NAVD 88) to the finished floor elevation of Floor 1 at 1144.98 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South  $87^{\circ}38'08''$  West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 79.89 feet along the north line of said Lot 1;

Thence North  $02^{\circ}21'52''$  West for 27.09 feet to the inside face of the concrete wall at the northwest corner of the residential elevator shaft in the loading dock of Building 5, and the TRUE POINT OF BEGINNING;

Thence along said inside face of concrete wall the following four (4) courses;

1. Thence North  $87^{\circ}13'14''$  East for 8.24 feet;
2. Thence South  $02^{\circ}20'47''$  East for 9.69 feet;
3. Thence South  $87^{\circ}34'25''$  West for 8.42 feet;
4. Thence North  $01^{\circ}17'54''$  West for 9.64 feet to the Point of Beginning.

Contains 81 square feet.

**Legal Description – Building 5, Floor 1**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 1 at elevation 1144.98 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 22.43 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 10.04 feet to the outside face of pre-cast wall on the northeast corner of Building 5, and the TRUE POINT OF BEGINNING;

Thence South 02°22'52" East for 31.80 feet;

Thence North 87°44'22" East for 6.78 feet;

Thence South 02°09'38" East for 12.24 feet;

Thence North 87°05'35" East for 1.74 feet;

Thence South 06°54'37" East for 14.71 feet;

Thence North 83°05'23" East for 0.87 feet;

Thence North 06°54'37" East for 5.38 feet;

Thence North 84°45'19" East for 0.45 feet;

Thence South 05°14'41" East for 3.95 feet;

Thence South 83°11'52" West for 11.05 feet;

Thence South 81°23'24" West for 19.88 feet;

Thence South 79°36'54" West for 8.01 feet;

Thence South 78°30'19" West for 19.91 feet;

Thence South 77°02'32" West for 7.99 feet;

Thence South 75°39'13" West for 19.93 feet;

Thence South 74°13'03" West for 8.00 feet;

Thence South 72°49'42" West for 19.97 feet;

Thence South 71°34'34" West for 8.00 feet;

Thence South 69°59'59" West for 19.88 feet;

Thence South 68°40'24" West for 7.99 feet;

Thence South 67°14'30" West for 19.90 feet;

Thence South 65°47'16" West for 7.97 feet;

Thence South 64°24'20" West for 19.96 feet;

Thence South 62°47'34" West for 8.00 feet;

Thence South 59°46'05" West for 19.83 feet;

Thence South 56°00'20" West for 10.84 feet;

Thence North 35°35'24" West for 5.99 feet;

Thence South 53°29'13" West for 4.91 feet;

Thence North 36°31'21" West for 14.04 feet;

Thence North 53°29'49" East for 10.92 feet;

Thence North 33°33'16" West for 13.42 feet;

Thence South 86°59'45" West for 1.88 feet;

Thence North 02°38'34" West for 27.70 feet;

Thence South 84°08'09" West for 0.75 feet;

Thence South 01°15'32" East for 0.60 feet;

Thence South 84°46'55" West for 0.50 feet;

Thence South 77°54'13" West for 0.64 feet;

Thence North 10°28'35" West for 7.59 feet;

Thence North 87°07'23" East for 3.00 feet;

Thence North 02°27'27" West for 18.03 feet;  
Thence South 86°39'01" West for 2.98 feet;  
Thence South 06°02'07" West for 7.59 feet;  
Thence South 89°03'24" East for 0.62 feet;  
Thence North 84°20'04" East for 0.49 feet;  
Thence South 06°14'31" East for 0.57 feet;  
Thence North 88°01'39" East for 0.78 feet;  
Thence North 02°15'46" West for 43.35 feet;  
Thence North 87°36'13" East for 12.09 feet;  
Thence North 03°08'21" West for 0.60 feet;  
Thence North 87°41'05" East for 216.76 feet to the Point of Beginning.  
Contains 22,193 square feet.

Note: All calls on the above referenced legal description run along the outside face of precast wall.

EXCEPT FOR:

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 1 at elevation 1144.98 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;  
Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 71.66 feet along the north line of said Lot 1;  
Thence South 02°21'52" East for 26.96 feet to the northeast corner on the inside face of concrete wall of the east elevator shaft and the TRUE POINT OF BEGINNING;  
Thence along said inside face of wall the following four (4) courses;  
1. Thence South 02°00'00" East for 9.67 feet;  
2. Thence South 87°32'21" West for 8.33 feet;  
3. Thence North 02°00'00" West for 9.73 feet;  
4. Thence North 88°00'00" East for 8.33 feet to the Point of Beginning.  
Contains 81 square feet.

AND ALSO EXCEPT:

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 1 at elevation 1144.98 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;  
Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 205.65 feet along the north line of said Lot 1;  
Thence South 02°21'52" East for 40.69 feet to the inside face of wall at the northeast corner of the west elevator lobby and the TRUE POINT OF BEGINNING;  
Thence South 02°32'24" East for 14.76 feet to a point on the inside face of concrete wall of the west elevator shaft;  
Thence continuing along said inside face of concrete wall the following five (5) courses;  
1. Thence North 88°00'00" East for 11.49 feet;  
2. Thence South 02°00'00" East for 8.00 feet;  
3. Thence South 88°00'00" West for 0.29 feet;

4. Thence South 02°32'24" East for 7.75 feet;
5. Thence South 87°27'36" West for 0.74 feet;  
Thence South 02°32'24" East for 7.69 feet through said concrete wall to the inside face of wall of the west elevator lobby;

Thence along said inside face of wall the following thirteen (13) courses;

1. Thence South 87°27'36" West for 23.84 feet;
2. Thence South 02°32'24" East for 0.98 feet;
3. Thence South 87°27'36" West for 5.51 feet;
4. Thence South 02°32'24" East for 1.34 feet;
5. Thence South 87°27'36" West for 10.41 feet;
6. Thence North 02°32'24" West for 1.34 feet;
7. Thence South 87°27'36" West for 6.44 feet;
8. Thence South 02°32'24" East for 1.33 feet;
9. Thence South 87°27'36" West for 6.79 feet;
10. Thence North 02°32'24" West for 1.11 feet;
11. Thence South 87°27'36" West for 1.90 feet;
12. Thence North 02°32'24" West for 6.19 feet;
13. Thence South 87°27'36" West for 0.87 feet to the outside face of glass on the entrance doors;  
Thence North 02°32'24" West for 14.04 feet along said outside face of glass;  
Thence North 87°27'36" East for 0.89 feet to the inside face of wall of the west elevator lobby;

Thence along said inside face of wall the following eight (8) courses

1. Thence North 02°32'24" West for 7.74 feet;
2. Thence South 87°27'36" West for 0.19 feet;
3. Thence North 02°32'24" West for 4.48 feet;
4. Thence North 87°27'36" East for 9.47 feet;
5. Thence North 02°32'24" West for 1.54 feet;
6. Thence North 87°27'36" East for 13.48 feet;
7. Thence North 02°32'24" West for 7.81 feet;
8. Thence North 87°26'01" East for 21.73 feet to the Point of Beginning.  
Contains 20,148 square feet.

Note: Entire legal description contains 22,193 square feet including the exceptions.

**Legal Description – Building 5, Floor 1, East Elevator Lobby**

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 1 at elevation 1144.98 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

- Commencing at the northeast corner of said Lot 1;  
Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 71.66 feet along the north line of said Lot 1;  
Thence South 02°21'52" East for 26.96 feet to the northeast corner of the inside face of concrete wall of the east elevator shaft and the TRUE POINT OF BEGINNING;  
Thence along said inside face of wall the following four (4) courses;
1. Thence South 02°00'00" East for 9.67 feet;
  2. Thence South 87°32'21" West for 8.33 feet;
  3. Thence North 02°00'00" West for 9.73 feet;
  4. Thence North 88°00'00" East for 8.33 feet to the Point of Beginning.
- Contains 81 square feet.



### Legal Description – Building 5, Floor 1, West Elevator Lobby

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 1 at elevation 1144.98 feet to the finished floor elevation of Floor 2 at 1167.63 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;

Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 205.65 feet along the north line of said Lot 1;

Thence South 02°21'52" East for 40.69 feet to the inside face of wall at the northeast corner of the west elevator lobby and the TRUE POINT OF BEGINNING;

Thence South 02°32'24" East for 14.76 feet to a point on the inside face of concrete wall of the west elevator shaft;

Thence continuing along said inside face of concrete wall the following five (5) courses;

1. Thence North 88°00'00" East for 11.49 feet;
2. Thence South 02°00'00" East for 8.00 feet;
3. Thence South 88°00'00" West for 0.29 feet;
4. Thence South 02°32'24" East for 7.75 feet;
5. Thence South 87°27'36" West for 0.74 feet;

Thence South 02°32'24" East for 7.69 feet through said concrete wall to the inside face of wall of the west elevator lobby;

Thence along said inside face of wall the following thirteen (13) courses;

1. Thence South 87°27'36" West for 23.84 feet;
2. Thence South 02°32'24" East for 0.98 feet;
3. Thence South 87°27'36" West for 5.51 feet;
4. Thence South 02°32'24" East for 1.34 feet;
5. Thence South 87°27'36" West for 10.41 feet;
6. Thence North 02°32'24" West for 1.34 feet;
7. Thence South 87°27'36" West for 6.44 feet;
8. Thence South 02°32'24" East for 1.33 feet;
9. Thence South 87°27'36" West for 6.79 feet;
10. Thence North 02°32'24" West for 1.11 feet;
11. Thence South 87°27'36" West for 1.90 feet;
12. Thence North 02°32'24" West for 6.19 feet;
13. Thence South 87°27'36" West for 0.87 feet to the outside face of glass on the entrance doors;

Thence North 02°32'24" West for 14.04 feet along said outside face of glass;

Thence North 87°27'36" East for 0.89 feet to the inside face of wall of the west elevator lobby;

Thence along said inside face of wall the following eight (8) courses

1. Thence North 02°32'24" West for 7.74 feet;
2. Thence South 87°27'36" West for 0.19 feet;
3. Thence North 02°32'24" West for 4.48 feet;
4. Thence North 87°27'36" East for 9.47 feet;
5. Thence North 02°32'24" West for 1.54 feet;
6. Thence North 87°27'36" East for 13.48 feet;
7. Thence North 02°32'24" West for 7.81 feet;
8. Thence North 87°26'01" East for 21.73 feet to the Point of Beginning.

Contains 1,964 square feet.

### Legal Description – Building 5, Floor 2-8 and Roof

That part of Lot 1, MIDTOWN CROSSING AT TURNER PARK, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, known as Building 5, from the finished floor elevation of Floor 2 at elevation 1167.63 feet (NAVD 88) to five feet (5') above the highest point of Building 5 (top of elevator penthouse), at 1266.89 feet (NAVD 88), described as follows:

Commencing at the northeast corner of said Lot 1;  
Thence South 87°38'08" West (bearing referenced to the plat of MIDTOWN CROSSING AT TURNER PARK) for 20.42 feet along the north line of said Lot 1;  
Thence South 02°21'52" East for 4.66 feet to the TRUE POINT OF BEGINNING, said point lies North 18°06'37" East for 5.75 feet from the northeast corner of Building 5;  
Thence South 02°15'06" East for 26.86 feet;  
Thence North 87°44'54" East for 7.22 feet;  
Thence South 02°25'39" East for 5.98 feet;  
Thence South 06°54'37" East for 22.28 feet;  
Thence North 83°05'23" East for 6.97 feet;  
Thence South 06°28'40" East for 20.23 feet;  
Thence South 83°11'52" West for 16.86 feet;  
Thence South 06°48'08" East for 3.96 feet;  
Thence along a curve to the left (having a radius of 544.96 feet and a long chord bearing South 65°38'25" West for 214.69 feet) for an arc length of 216.11 feet;  
Thence North 33°59'40" West for 3.72 feet;  
Thence South 55°12'49" West for 15.76 feet;  
Thence North 36°15'04" West for 23.95 feet;  
Thence North 53°29'49" East for 11.02 feet;  
Thence North 33°33'16" West for 10.38 feet;  
Thence South 86°59'45" West for 2.74 feet;  
Thence North 02°42'51" West for 11.28 feet;  
Thence South 87°53'51" West for 8.13 feet;  
Thence North 02°20'27" West for 12.44 feet;  
Thence North 87°41'01" East for 6.87 feet;  
Thence North 10°28'35" West for 11.13 feet;  
Thence South 87°47'42" West for 5.16 feet;  
Thence North 02°17'08" West for 21.55 feet;  
Thence North 87°25'33" East for 5.13 feet;  
Thence North 06°02'07" East for 17.01 feet;  
Thence North 02°18'18" West for 3.24 feet;  
Thence South 87°41'42" West for 4.46 feet;  
Thence North 03°10'17" West for 6.47 feet;  
Thence South 87°41'42" West for 2.65 feet;  
Thence North 03°06'28" West for 24.56 feet;  
Thence North 87°41'10" East for 221.27 feet to the Point of Beginning.  
Contains 25,271 square feet.

October 27, 2009

LAMP, RYNEARSON & ASSOCIATES, INC.

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**EXHIBIT F**

**RETAIL OWNER EQUIPMENT**

Satellite dish and related equipment, cables and wires from the roofs of the Building to the Retail Parcel (whether existing on the date hereof or installed thereafter).

Black iron ducts and related fans and chases from the Retail Parcel to the roofs of the Building (whether existing on the date hereof or installed thereafter)

Chases and ducting for ventilation purposes as reasonably required to be run through the Condominium 200 Parcel, the 120 Parcel and/or the 220 Parcel.

Chases for telecommunications cabling.

Connections (to the Shared Equipment) which exclusively service the Retail Parcel.

Main electrical switches exclusively servicing the Retail Parcel.

Additional Equipment located on the roofs and Ancillary Equipment relating thereto.

Any Equipment servicing the Retail Parcel located in the Building.

**EXHIBIT G**

**LOADING DOCK AND REFUSE RULES AND REGULATIONS**

**AS OF 12/2009 - NONE**

**EXHIBIT H**

**CONDOMINIUM 200 OWNER'S EQUIPMENT**

Chases and ducting for ventilation purposes as reasonably required to be run through the Retail Parcel.

Chases for telecommunications cabling, connections (to the Shared Equipment) which exclusively serve the Condominium 200 Parcel.

Main electrical switches exclusively serving the Condominium 200 Parcel.

Any equipment servicing the Condominium 200 Parcel located in the Building.

**EXHIBIT I**

**120 OWNER'S EQUIPMENT**

Chases and ducting for ventilation purposes as reasonably required to be run through the Retail Parcel.

Chases for telecommunications cabling, connections (to the Shared Equipment) which exclusively serve the 120 Parcel.

Main electrical switches exclusively serving the 120 Parcel.

Any equipment servicing the 120 Parcel located in the Building.

**EXHIBIT J**

**220 OWNER'S EQUIPMENT**

Chases and ducting for ventilation purposes as reasonably required to be run through the Retail Parcel.

Chases for telecommunications cabling, connections (to the Shared Equipment) which exclusively serve the 220 Parcel.

Main electrical switches exclusively serving the 220 Parcel.

Any equipment servicing the 220 Parcel located in the Building.

## **EXHIBIT K**

### **SHARED EQUIPMENT**

Fire Protection System (including sprinkler and life safety systems) -The shared portion of the Fire Protection System shall mean all required assemblies and equipment to monitor and deliver a fully functioning sprinkler system and life safety system. This system shall include without limitation all pipes, valves, sprinkler heads, annunciator speakers and strobes, pumps, relays, control systems, control panels insulation, heating tracing, all replacement and additions from time to time, and additional equipment for use in providing fire protection to all Parcels.

Electrical System - The shared portion of the Electrical System shall mean all required assemblies and equipment to monitor and deliver a fully functioning system used to provide electrical service to more than one Parcel. This system shall include without limitation the electrical equipment, transformers, switch gear, panels, conduit, cable, wire, junction boxes, circuit breakers, connectors, insulation, other equipment and related apparatus between Omaha Public Power District (or its successor) connection panel, metering equipment and controls, and additional equipment far use in providing electricity to more than one Parcel, and all replacement and additions from time to time.

Telecommunications System - The shared portion of the Telecommunications System shall mean all required assemblies and equipment to monitor and deliver a fully functioning system used to provide television or cable service to more than one Parcel. This system shall include without limitation the panels, distribution equipment, computer equipment, junction boxes, wires, conduits, connectors, punch down blocks and other equipment and related apparatus between local carriers and the owners including connection panels, metering equipment and controls and additional equipment for use in providing television or cable service to more than one Parcel, and all replacement and additions from time to time.

Gas Distribution System - The shared portion of the Gas Distribution System shall mean all required assemblies and equipment to monitor and deliver a fully functioning system used to provide natural gas service to more than one Parcel. This system shall include without limitation the equipment and related piping and apparatus between Metropolitan Utilities District (or its successor) distribution piping, valves, metering equipment and controls and additional equipment for use in providing natural gas service to more than one Parcel, and all replacement and additions from time to time.

Plumbing System - The shared portion of the Plumbing System shall mean required assemblies and equipment to monitor and deliver fully functioning system used to provide domestic water and sewer service to more than one Parcel. This system shall include without limitation the equipment and related piping and apparatus between the City of Omaha's distribution piping of domestic water, valves, manhole structures, metering equipment and controls, and additional equipment for use in providing domestic water service to more than one Parcel, and all replacement and additions from time to time as well as the equipment and related piping and apparatus between the City of Omaha's sewage system including without limitation, piping, valves, metering equipment and controls and additional equipment for use in providing sewer service to more than one Parcel, and all replacement and additions from time to time. This system does not include wholly owned domestic hot water boilers within each Owner's respective Parcel.



**EXHIBIT L**

**COMMON IMPROVEMENTS**

Those portions of the exterior walls, roofs, surfaces and facade of the Building which are exposed to the weather, including, without limitation, decorative grates and terraces, but specifically exc. balconies and handrails. For purposes of this Declaration, those roofs exposed to the weather are deemed to be "Common Roofs".

Sidewalks located on or adjacent to the Total Tract.

Supports (as defined in Section 2.1).

Below-grade foundations and caissons of the Building.

Loading Dock including, but not limited to, the overhead garage doors and openers.

Planter boxes

**EXHIBIT M**  
**ADDITIONAL EASEMENTS**

**AS OF 12/2009 - NONE**