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Register of Deeds, Douglas County, NE
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2008120320

FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AND OPERATION AGREEMENT (the "First Amendment") is made effective as of this 22nd day of December, 2008 ("Effective Date") by and among CONNECTIVITY SOLUTIONS MANUFACTURING, INC., a Delaware corporation ("CSM"), MILLARD LUMBER, INC., a Nebraska corporation ("Millard"), L STREET MARKETPLACE, LLC, a Delaware limited liability company ("LSM"), HOME DEPOT U.S.A., INC., a Delaware corporation ("HD"), SAM'S REAL ESTATE BUSINESS TRUST, a Delaware Statutory Trust ("Sam's"), WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware Statutory Trust ("Wal-Mart"), 132ND & L 5A LLC, a Colorado limited liability company ("5A"), and 132ND & L 5B LLC, a Colorado limited liability company ("5B"), TARGET CORPORATION, a Minnesota corporation, and 120th & I BUILDING, L.L.C., a Nebraska limited liability company ("I Building") (for the purposes of this First Amendment, CSM, Millard, LSM, HD, Sam's, Wal-Mart, 5A, 5B, Target and I Building are hereinafter collectively, the "Owners").

RECITALS:

WHEREAS, on or about April 14, 2003, HD, as the then owner of all of the Parcels comprising the Shopping Center Development, and Avaya, as the then owner of the Avaya Retained Property and the Avaya Southeast Property entered into that certain Reciprocal Easement and Operation Agreement (the "REA"), which was recorded in the office of the Register of Deeds of Douglas County, Nebraska, on May 16, 2003, at Miscellaneous Book 1518, Page 217; and

WHEREAS, HD is the current owner of the Parcels in the Shopping Center Development legally described as Lot 1 and Outlot "A", Home Depot Plaza Replat 2 and Lot 4 of Home Depot Plaza, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; and ⁶¹⁻¹⁷³⁰⁴ (3) 61-17302

WHEREAS, Sam's is the current owner of the Parcels in the Shopping Center Development legally described as Lots 1 and 6 of Home Depot Plaza; and (4) 61-17302

WHEREAS, Wal-Mart is the current owner of the Parcel in the Shopping Center Development legally described as Lot 2 of Home Depot Plaza; and (1) 61-17302

WHEREAS, 5A is the current owner of the Parcel in the Shopping Center Development legally described as Lot 1, Home Depot Plaza Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, which was originally part of Lot 5 of Home Depot Plaza; and (1) 61-17303

61-17303
WHEREAS, 5B is the current owner of the Parcel in the Shopping Center Development legally described as Lot 2, Home Depot Plaza Replat 1, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, which was originally part of Lot 5 of Home Depot Plaza; and (1)

61-28703
WHEREAS, CSM is the current owner of the portion of the Avaya Retained Property legally described as Lots 1, 3, 4, 5, 8, 10, 11, 12, 14, 15, 25 and Outlots 1, 2 and 3, Omaha Works Industrial Park, an addition to the City of Omaha, Douglas County, Nebraska ("OWIP") and Lots 1 and 2, Omaha Works Industrial Park Replat 4, an addition to the City of Omaha, Douglas County, Nebraska ("OWIP Replat 4"); and 61-28706 (16)

WHEREAS, Millard is the current owner of the portion of the Avaya Retained Property legally described as Lot 2, 16, 17, 18, 19, 20, 21, 22, 23 and 24 in OWIP; and 61-28703 (10)

61-21344
61-21346
WHEREAS, LSM has acquired the Avaya Southeast Property, which has been legally subdivided into Lots 4, 6, 7, 12, 13, 14, and Outlot "A", "L" Street Plaza, an addition to the City of Omaha, Douglas County, Nebraska; Lot 2 and Outlot "A", "L" Street Plaza Replat 2; Lots 1 and 2, "L" Street Plaza Replat 3; Lot 1, "L" Street Plaza Replat 4; and Lots 1 through 3, inclusive, "L" Street Plaza Replat 5, all additions to the City of Omaha, Douglas County, Nebraska (the "Avaya Southeast Property" shall now be known as the "L" Street Plaza Property); 61-21341 (15) 61-21343

61-21345
61-21342
WHEREAS, Target has acquired Lot 1, "L" Street Plaza Replat 1, an addition to the City of Omaha, Douglas County, Nebraska, from LSM, and is the current owner of that Lot; (1)

61-21343
WHEREAS, I BUILDING has acquired Lot 2, "L" Street Plaza Replat 2, an addition to the City of Omaha, Douglas County, Nebraska, from LSM, and is the current owner of that Lot;

WHEREAS, LGM is the current owner of the portion of the Avaya Retained Property legally described as Lot 13 in OWIP, and 121 Court is the current owner of the portion of the Avaya Retained Property legally described as Lot 3 in OWIP Replat 4; and (2)

61-28703
61-28706
WHEREAS, for the purposes of amending the REA, LSM desires to amend Exhibit A (the "Site Plan") to the REA by including the site plan of the "L" Street Plaza Property; and

WHEREAS, HD desires to maintain, repair and replace the Common Access Road and Common Access Road Easement Area within the interior boundaries of the Shopping Center Development at the sole cost and expense of the owners of property within the Shopping Center Development; and

WHEREAS, LSM desires to maintain, repair and replace the private ingress/egress roadway shown on the Final Plat of "L" Street Plaza at the sole cost and expense of the owners within the interior boundaries of the "L" Street Plaza Property; and

WHEREAS, as part of the development of the "L" Street Plaza Property, the City required LSM to construct an underground detention facility and related appurtenances to accept the storm surface waters from the Shopping Center Development, Avaya Retained Property and "L" Street Plaza Property; and

WHEREAS, LSM has redefined the easement areas for the storm water detention facilities and related appurtenances to the areas shown on Exhibit A-5.1 attached hereto; and

WHEREAS, the Owners desire to amend the REA as hereinafter set forth in order to accomplish such purposes.

NOW, THEREFORE, for good and valuable consideration, the Owners hereby declare as follows:

1. The Storm Water Retention and Maintenance Easement area shown on page 2 of **Exhibit A-5** to the REA is hereby amended by redefining and limiting the easement area as follows:

(a) The storm water detention ponding easement shall be relocated from the area depicted on **Exhibit A-5** to the REA to the following legally described area, to-wit:

Outlot A, "L" Street Plaza, an Addition to the City of Omaha,
Douglas County, Nebraska.

(b) An underground storm water detention facility and related appurtenances shall be located in the area legally described on **Exhibit A-5.1** attached hereto.

2. Section 1.03 of the REA is hereby deleted in its entirety and any easements granted in accordance therewith are hereby forever terminated.

3. With respect to the "L" Street Plaza Property, the Site Plan to the REA is hereby amended, in part, by including the site plan attached hereto as **Exhibit A.1**. From and after the date of this First Amendment, all references in the REA to the "Site Plan" and/or **Exhibit A** shall include **Exhibit A.1** attached hereto.

4. **Notwithstanding any provision to the contrary set forth in the REA, HD desires to maintain, repair and replace the Common Access Road and Common Access Road Easement Area (except that portion of the Common Access Road and Common Access Road Easement Area located adjacent to the Eastern boundary of Lot 3 and sometimes referred to as 126th Street, which shall continue to be maintained and operated under the terms and conditions of the REA as they existed prior to the adoption of this First Amendment) within the interior boundaries of the Shopping Center Development at the sole cost and expense of the owners of property within the Shopping Center Development, and LSM desires to maintain, repair and replace the private ingress/egress road shown on the Final Plat of "L" Street Plaza at the sole cost and expense of the owners within the interior boundaries of the "L" Street Plaza Property.**

5. The Owners agree that, except as expressly set forth in this Amendment, the REA shall remain in full force and effect in accordance with the provisions thereof. Pursuant to Section 10.01(h) of the REA, each of the Owners hereby certify, to the best of their respective knowledge, that (i) the REA, as amended hereby, is in full force and effect and constitutes a binding obligation of the Owners, (ii) except as set forth herein, the REA has not been amended or modified, either orally or in writing, and (iii) no Owner is in default in the performance of its obligations under the REA. Each capitalized term used in this Amendment and not otherwise defined herein shall have the meaning ascribed to such term in the REA. This Amendment may be executed via facsimile transmission and in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. This Amendment shall be binding on the successors and assigns of the parties hereto.

-No further text on this page-

IN WITNESS WHEREOF, the parties have caused this instrument to be made effective on the day and year first above written.

CONNECTIVITY SOLUTIONS MANUFACTURING, INC., a Delaware corporation

By: AK Cruz
Name: ALFONSO K Cruz
Its: FACILITY MANAGER

STATE OF Nebraska)
COUNTY OF Sodge) ss.



The foregoing instrument was acknowledged before me on the 18 day of May, 2007, by Al Cruz, the Facility mgr of Connectivity Solutions Manufacturing, Inc., a Delaware corporation, on behalf of the corporation.

Connie Carlson
Notary Public

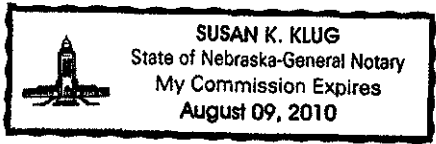
L STREET MARKETPLACE, LLC, a Delaware limited liability company,

By: [Signature]
Name: JEFF JOHNSON
Its: MANAGING MEMBER

STATE OF Nebraska)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me on the 11 day of November, 2007, by Jeffrey Johnson the managing member of L Street Market Place, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public



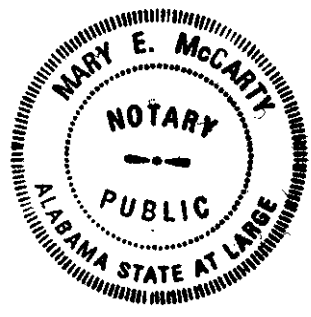
Protective Life Insurance Company, as Beneficiary

By: _____
Name: _____
Its: _____

AL
STATE OF NEW YORK)
COUNTY OF JEFFERSON) ss.

The foregoing instrument was acknowledged before me on this 10 day of Sept., 2008 by Carl S. Shepper, as Exec. VP Protective Life Insurance Company, on behalf of said company.

Mary E. McCarty
Notary Public



SAM'S REAL ESTATE BUSINESS TRUST, a
Delaware Statutory Trust

By: [Signature]
Name: Don Eberhardt
Its: OL 01/13/07

(CAW)

Approved as to legal terms only
By: [Signature]
WAL-MART LEGAL DEPARTMENT
Date: 11/13/2007

STATE OF Arkansas
COUNTY OF Benton) ss.

The foregoing instrument was acknowledged before me on the 20th day of November, 2007, by Don Eberhardt the Director of Sam's Real Estate Business Trust, a Delaware statutory trust, on behalf of the trust.

Laurie G. Miller

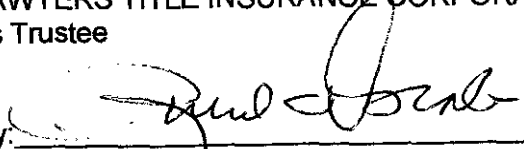
Notary Public
" NOTARY SEAL "
Laurie G. Miller, Notary Public
Benton County, State of Arkansas
My Commission Expires 6/15/2010

**CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEED OF TRUST
FROM CONNECTIVITY SOLUTIONS MANUFACTURING**

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Lawyers Title Insurance Corporation, as Trustee and Bank of America, N.A., in its capacity as administrative agent for the secured parties to that certain credit agreement, dated as of December 27, 2007 between CommScope, Inc. as borrower and Bank of America, N.A. (the "Credit Agreement"), as Beneficiary under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing recorded in the Office of the Register of Deeds of Douglas County, Nebraska on December 27, 2007, as Instrument No. 2007141238 (the "Deed of Trust"), hereby consents to the foregoing First Amendment to Reciprocal Easement and Operation Agreement (the "First Amendment") such that the Deed of Trust shall be subject to said First Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of the Deed of Trust, it shall not take any action to terminate the foregoing First Amendment.

Executed this 4th day of August, 2008.

LAWYERS TITLE INSURANCE CORPORATION,
as Trustee

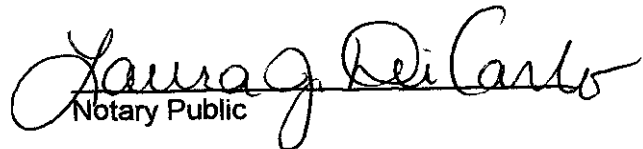
By: 
Name: Richard D. Grab
Its: Assistant Vice-President

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on this 4th day of August, 2008, by Richard D. Grab, as Assistant Vice-President of Lawyers Title Insurance Corporation, as Trustee, on behalf of said corporation.



LAURA J. DICARLO
My Commission Expires
January 31, 2010
St. Louis County
Commission #06438234

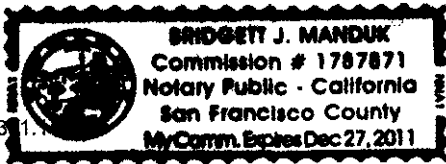

Notary Public

Bank of America, N.A., in its capacity as administrative agent for the secured parties to the Credit Agreement, as Beneficiary

By: *Joan*
Name: JOAN MOK
Its: _____

STATE OF California
COUNTY OF San Francisco^{SS}

The foregoing instrument was acknowledged before me on this 5th day of August, 2008, by JOAN MOK, as VICE PRESIDENT of Bank of America, N.A., in its capacity as administrative agent for secured parties to the Credit Agreement, as Beneficiary, on behalf of said bank.



DOCS/8233 1.

Bridgett J. Manduk
Notary Public

**CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEEDS OF TRUST
FROM MILLARD LUMBER, INC.**

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, First National Bank of Omaha as Trustee and Beneficiary, under that certain Deed of Trust filed October 24, 2007 as Instrument No. 2007-120209 and Assignment of Rents filed October 27, 2007 as Instrument No. 2007-120210, and that certain Deed of Trust filed October 24, 2007 as Instrument No. 2007-120212 and Assignment of Rents filed October 24, 2007 as Instrument No. 2007-120213, in the Office of the Register of Deeds of Douglas County, Nebraska (the "Recorder's Office"), hereby consents to the foregoing First Amendment to Reciprocal Easement and Operation Agreement (the "Amendment") such that each of the Deeds of Trust shall be subject to said First Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of any of the Deeds of Trust, it shall not take any action to terminate the foregoing First Amendment.

Executed this 19th day of November, 2007.

First National Bank of Omaha, as Trustee and Beneficiary

By: [Signature]
Name: Matthew G. Medlock
Its: Vice President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me on this 19th day of November, 2007, by Matt Medlock, as Vice President of First National Bank of Omaha, as Trustee and Beneficiary, on behalf of said bank

[Signature]
Notary Public

120th & I BUILDING, L.L.C., a Nebraska limited liability company,

By: [Signature]
Name: Jay B. Noddle
Its: Manager

STATE OF NE)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on the 7th day of November, 2007, by Jay B. Noddle, the Manager of 120th & I Building, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.



Jennifer Bistline-Petersen
Notary Public

CONSENT AND RATIFICATION OF FIRST AMENDMENT

Subsequent to Connectivity Solutions Manufacturing, Inc. ("Connectivity") executing this First Amendment, but prior to the recording of this First Amendment, Connectivity sold Lot 13 of Omaha Works Industrial Park to the undersigned. The undersigned hereby consents to, and ratifies the terms of this First Amendment in all respects in the same manner as if the undersigned had been an original signatory to the First Amendment.

LGM INVESTMENTS, LLC, a Nebraska limited liability company

By: Kirby S. Clarke
Name: Kirby S. Clarke
Its: President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 9th day of November, 2007, by Kirby S. Clarke, the President of LGM Investments, LLC, a Nebraska limited liability company, on behalf of the company.



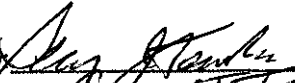
Laurie M. Yelinek
Notary Public

**CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEEDS OF TRUST
FROM LGM INVESTMENTS, LLC**

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, TierOne Bank as Trustee and Beneficiary, under those certain Deeds of filed July 26, 2007 as Instrument Nos. 2007084992, 2007084993, and 2007084994, in the of the Office of the Register of Deeds of Douglas County, Nebraska (the "Recorder's Office"), hereby consents to the foregoing First Amendment to Reciprocal Easement and Operation Agreement (the "First Amendment") such that each of the Deeds of Trust shall be subject to said First Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of any of the Deeds of Trust, it shall not take any action to terminate the foregoing First Amendment.

Executed this 12 day of November, 2007.


TierOne Bank, as Trustee and Beneficiary

By: 
Name: Gerry J Tomka
Its: Senior VP

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 12 day of NOVEMBER, 2007, by GERRY J TOMKA, as SENIOR VP of Tier One Bank, as Trustee and Beneficiary, on behalf of said bank.




Notary Public

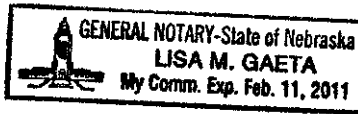
CONSENT AND RATIFICATION OF FIRST AMENDMENT

Subsequent to Connectivity Solutions Manufacturing, Inc. ("Connectivity") executing this First Amendment, but prior to the recording of this First Amendment, Connectivity (a) replatted Lots 6 and 7 of Omaha Works Industrial Park into Lots 1, 2 and 3 of Omaha Works Industrial Park Replat 4 and (b) sold Lot 3 of Omaha Works Replat 4 to the undersigned. The undersigned hereby consents to, and ratifies the terms of this First Amendment in all respects in the same manner as if the undersigned had been an original signatory to the First Amendment.

121 COURT, LLC, a Nebraska limited liability company

By: Thomas P. Nicholson
Name: Thomas P. Nicholson
Its: Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)



The foregoing instrument was acknowledged before me on the 20 day of November, 2007, by Tom Nicholson, the Member of 121 Court, LLC, a Nebraska limited liability company, on behalf of the company.

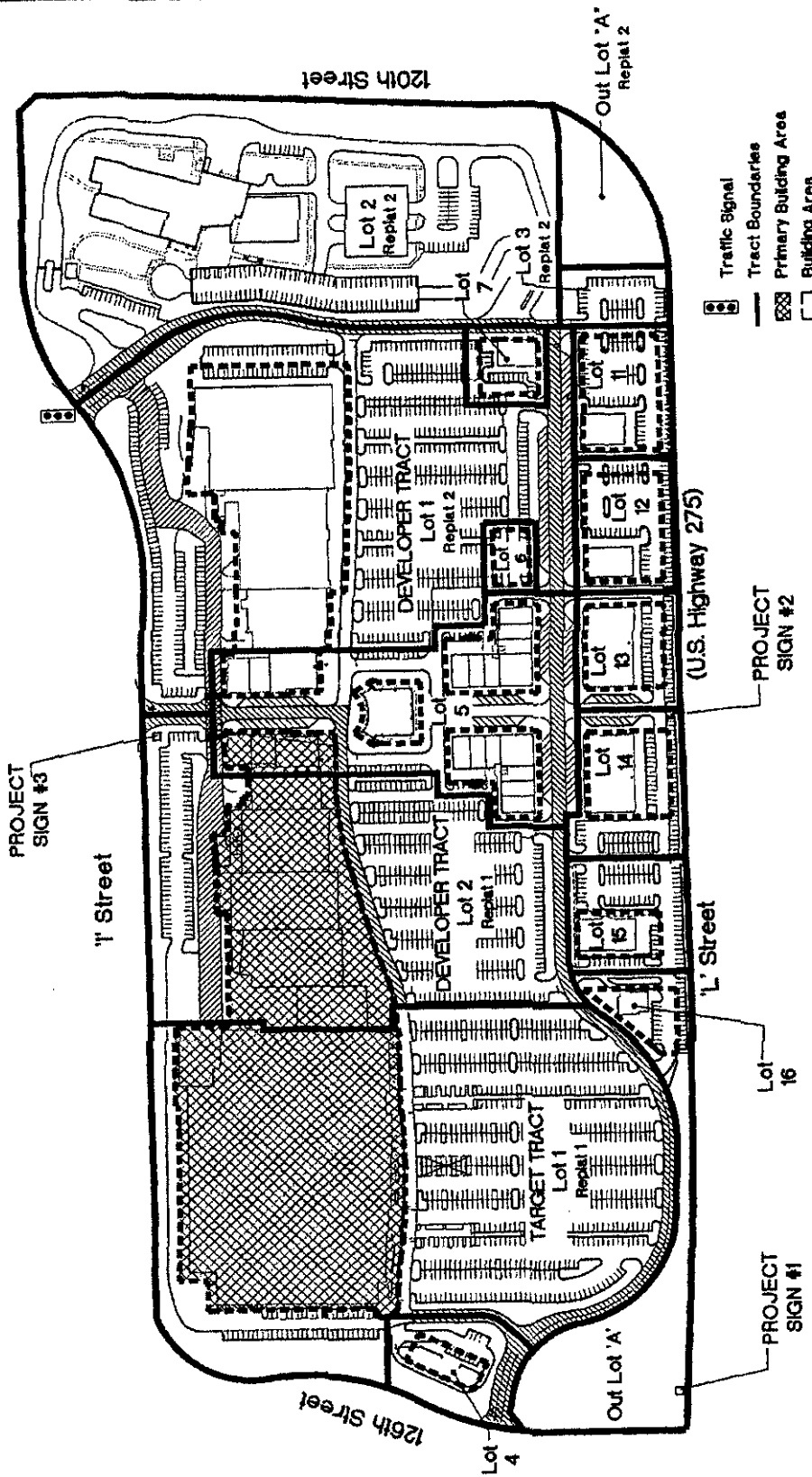
Lisa M. Gaeta
Notary Public

EXHIBIT A.1

SITE PLAN—"L" STREET PLAZA PROPERTY



THE DEVELOPER TRACT INCLUDES EVERYTHING OTHER THAN THE TARGET TRACT



- Traffic Signal
- Tract Boundaries
- Primary Building Area
- Building Area
- Outside Sales Area
- Permanent Access Drive
- Service Drive

Exhibit A.1
Site Plan

Omaha Far SW, NE

EXHIBIT A-5.1

**LEGAL DESCRIPTION OF UNDERGROUND DETENTION FACILITY
AND RELATED APPURTENANCES**

DOCS/822875.1

Project No. 061290LS

Date: 3-20-07

Exhibit "A-5.1"

PAGE 1 OF 4

DESCRIPTION & SKETCH

LEGAL DESCRIPTION: EASEMENT AREA "D-1"

A PORTION OF LOT 1, L STREET PLAZA REPLAT 1, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 4, L STREET PLAZA; THENCE SOUTH 90°00'00" WEST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 22.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90°00'00" WEST ALONG SAID NORTH LINE OF LOT 4, A DISTANCE OF 29.89 FEET; THENCE NORTH 33°13'53" WEST, A DISTANCE OF 20.94 FEET TO A POINT ON THE EAST LINE OF AN EXISTING 50 FOOT WIDE DRAINAGE AND SEWER EASEMENT; THENCE NORTHERLY ALONG SAID EAST LINE BEING CURVED TO THE LEFT AND HAVING A RADIUS OF 478.00 FEET AND A CENTRAL ANGLE OF 4°09'14", AN ARC DISTANCE OF 34.65 FEET (CHORD=34.65', CHORD BEARING=N12°57'12"E); THENCE SOUTH 33°13'53" EAST, A DISTANCE OF 61.30 FEET TO THE POINT OF BEGINNING. CONTAINING 1021 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: EASEMENT AREA "D-2"

A PORTION OF LOT 1, L STREET PLAZA REPLAT 1, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 4, L STREET PLAZA; THENCE SOUTH 00°00'00" EAST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 34.68 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33°13'53" EAST, A DISTANCE OF 75.17 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 327.92 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 131.00 FEET; THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 329.96 FEET; THENCE SOUTH 51°01'46" WEST, A DISTANCE OF 102.35 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE AFORESAID LOT 1; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE BEING CURVED TO THE LEFT AND HAVING A RADIUS OF 138.57 FEET AND A CENTRAL ANGLE OF 10°21'56", AN ARC DISTANCE OF 25.07 FEET (CHORD=25.03', CHORD BEARING=N35°56'49"W); THENCE NORTH 51°01'46" EAST, A DISTANCE OF 89.05 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 114.82 FEET; THENCE NORTH 33°13'53" WEST, A DISTANCE OF 25.75 FEET TO A POINT ON THE AFORESAID EAST LINE OF LOT 4; THENCE NORTH 00°00'00" WEST ALONG SAID EAST LINE, A DISTANCE OF 45.62 FEET TO THE POINT OF BEGINNING. CONTAINING 49,943 SQUARE FEET, MORE OR LESS.



**EHRHART
GRIFFIN &
ASSOCIATES**

ENGINEERING

PLANNING

LAND SURVEYING

3552 Farnam Street • Omaha, Nebraska 68131 • 402 / 551-0631

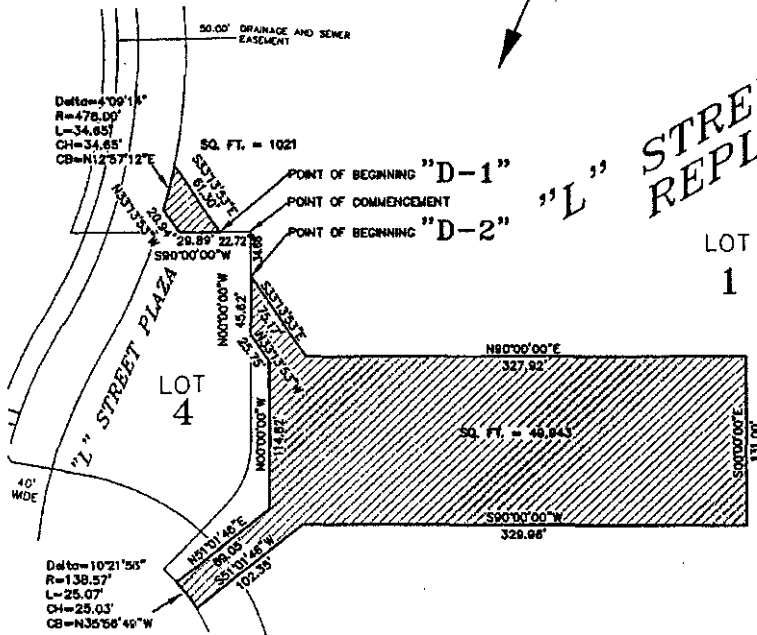
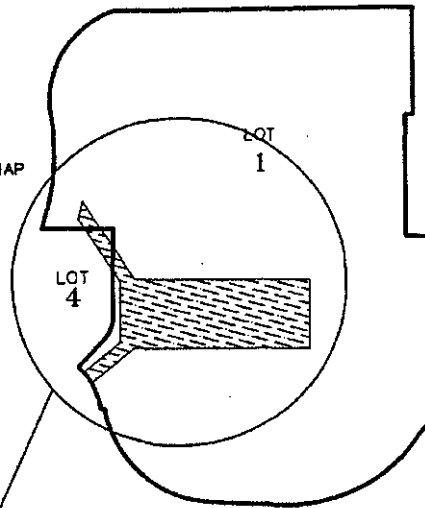
Project No. 061290LS

Date: 3-20-07

DESCRIPTION & SKETCH

Exhibit "A - 5.1"
PAGE 2 OF 4

EASEMENT AREA LOCATION MAP



"L" STREET PLAZA REPLAT 1

ag
**EHRHART
 GRIFFIN &
 ASSOCIATES**

ENGINEERING PLANNING LAND SURVEYING
 3552 Farnam Street • Omaha, Nebraska 68131 • 402 / 551-0631

Project No. 061290LS

Date: 3-20-07

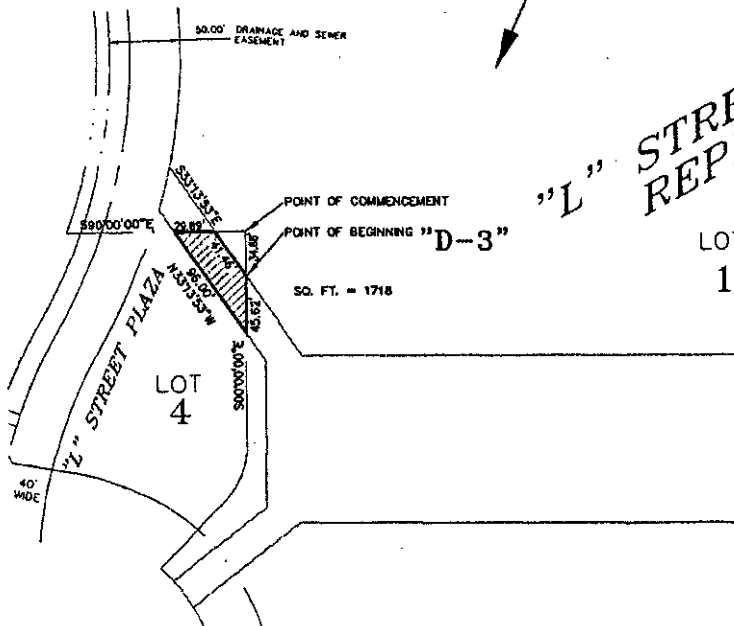
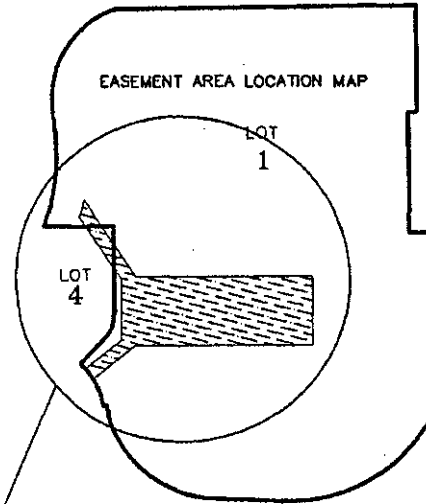
DESCRIPTION & SKETCH

Exhibit "A-5.1"
PAGE 3 OF 4

LEGAL DESCRIPTION: EASEMENT AREA
D-3'

A PORTION OF LOT 4, "L" STREET PLAZA, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 00°00'00" EAST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 34.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°00'00" EAST ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 45.62 FEET; THENCE NORTH 33°13'53" WEST, A DISTANCE OF 96.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 90°00'00" EAST ALONG SAID NORTH LINE, A DISTANCE OF 29.89 FEET; THENCE SOUTH 33°13'53" EAST, A DISTANCE OF 41.46 FEET; TO THE POINT OF BEGINNING. CONTAINING 1718 SQUARE FEET, MORE OR LESS.



ag EHRHART
GRIFFIN &
ASSOCIATES

ENGINEERING

PLANNING

LAND SURVEYING

3552 Farnam Street • Omaha, Nebraska 68131 • 402 / 551-0631

Project No. 061290LS

Date: 3-20-07

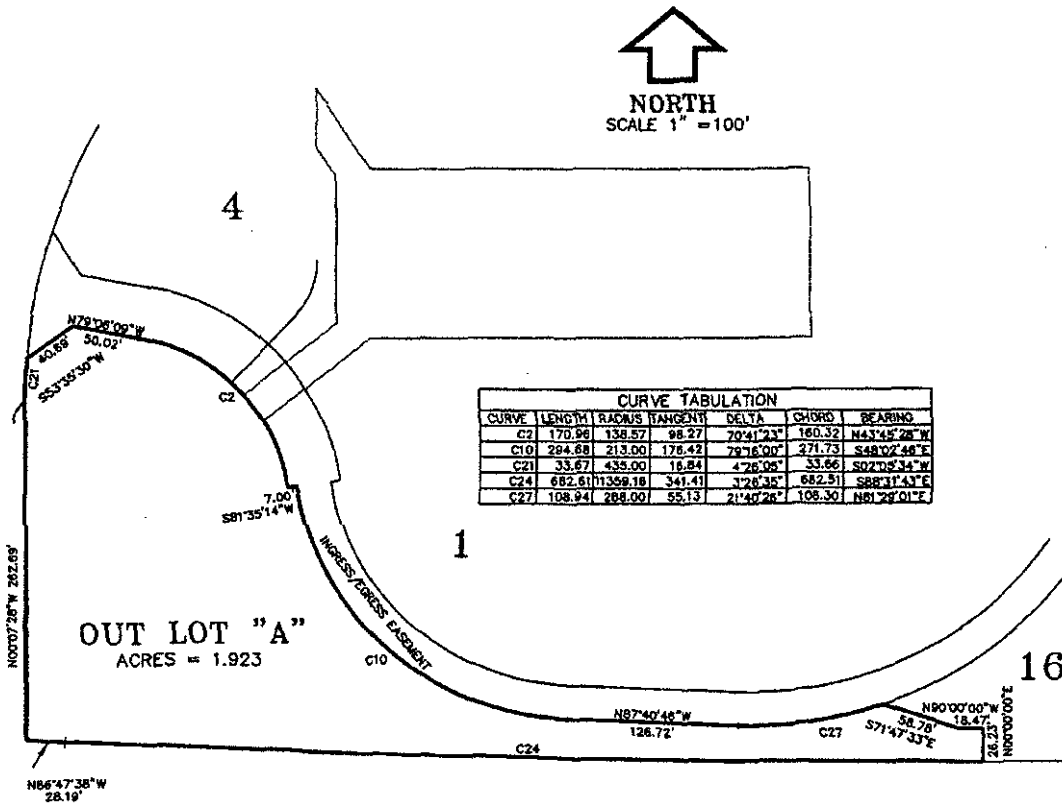
DESCRIPTION & SKETCH

Exhibit "A" 5.1"

PAGE 4 OF 4

LEGAL DESCRIPTION: STORMWATER DETENTION EASEMENT D-4

ALL OF OUT LOT "A", 1' STREET PLAZA, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA.



**EHRHART
GRIFFIN &
ASSOCIATES**

ENGINEERING PLANNING LAND SURVEYING
3552 Farnam Street • Omaha, Nebraska 68131 • 402 / 551-0631

CONSENT AND RATIFICATION OF FIRST AMENDMENT

Subsequent to Connectivity Solutions Manufacturing, Inc. ("Connectivity") executing this First Amendment, but prior to the recording of this First Amendment, Connectivity (a) replatted Lot 9 of Omaha Works Industrial Park into Lots 1 and 2 of Omaha Works Industrial Park Replat 5 and (b) sold Lot 1 of Omaha Works Replat 5 to the undersigned. The undersigned hereby consents to, and ratifies the terms of this First Amendment in all respects in the same manner as if the undersigned had been an original signatory to the First Amendment.

SPORTSCENTER PROPERTIES, LLC, a Nebraska limited liability company

By: Russell J. Kreikemeier
Name: RUSSELL J. KREIKEMEIER
Its: MANAGING MEMBER

STATE OF NEBRASKA)
) ss.
COUNTY OF CUMING)

The foregoing instrument was acknowledged before me on the 13th day of August, 2008, by Russell J. Kreikemeier MANAGING MEMBER of Sportscenter Properties, LLC, a Nebraska limited liability company, on behalf of the company.



Brenda Berlin
Notary Public

**CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEED OF TRUST
FROM SPORTSCENTER PROPERTIES, LLC**

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, United Republic Bank, as Trustee and Beneficiary, under that certain Deed of Trust filed March 20, 2008 as Instrument No. 2008026845 in the Office of the Register of Deeds of Douglas County, Nebraska, hereby consents to the foregoing First Amendment to Reciprocal Easement and Operation Agreement (the "First Amendment") such that the Deed of Trust shall be subject to said First Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of the Deed of Trust, it shall not take any action to terminate the foregoing First Amendment.

Executed this 13 day of August, 2008.

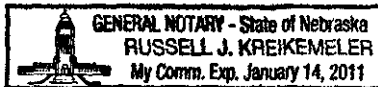
UNITED REPUBLIC BANK,
as Trustee and Beneficiary

By: [Signature]
Name: MICHAEL PATE
Its: PRESIDENT + CEO

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 13th day of Aug, 2008, by MICHAEL PATE, as PRES & CEO of United Republic Bank, as Trustee and Beneficiary, on behalf of said bank.

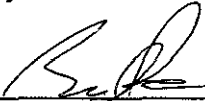
[Signature]
Notary Public



CONSENT AND RATIFICATION OF FIRST AMENDMENT

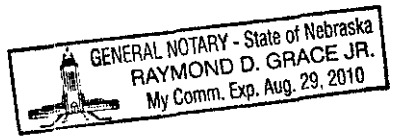
Subsequent to Connectivity Solutions Manufacturing, Inc. ("Connectivity") executing this First Amendment, but prior to the recording of this First Amendment, Connectivity (a) replatted Lot 9 of Omaha Works Industrial Park into Lots 1 and 2 of Omaha Works Industrial Park Replat 5 and (b) sold Lot 2 of Omaha Works Replat 5 to the undersigned. The undersigned hereby consents to, and ratifies the terms of this First Amendment in all respects in the same manner as if the undersigned had been an original signatory to the First Amendment.

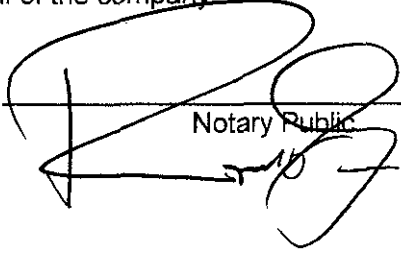
BASEBALL LAND, LLC, a Nebraska limited liability company

By: 
Name: BRAD PERREAULT
Its: MANAGER

STATE OF NEBRASKA)
COUNTY OF Douglas) ss.

The foregoing instrument was acknowledged before me on the 8 day of April, 2008, by Brad Perreault, the Manager of Baseball Land, LLC, a Nebraska limited liability company, on behalf of the company




Notary Public

CONSENT OF TRUSTEE AND BASEBALL LAND, LLC

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, American Interstate Bank, as Trustee and Beneficiary, under that certain Deed of Trust filed March 17, 2008 as Instrument No. 2008025430 in the Office of the Register of Deeds of Douglas County, Nebraska, hereby consents to the foregoing First Amendment to Reciprocal Easement and Operation Agreement (the "First Amendment") such that the Deed of Trust shall be subject to said First Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of the Deed of Trust, it shall not take any action to terminate the foregoing First Amendment.

Executed this 8 day of August, 2008.

AMERICAN INTERSTATE BANK,
as Trustee and Beneficiary

By: [Signature]
Name: Randy H. Gear, Jr.
Its: v.p.

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on this 8th day of August, 2008, by Kay Grace, as VP of American Interstate Bank, as Trustee and Beneficiary, on behalf of said bank.


Mike Hansen
Notary Public



CONSENT AND RATIFICATION OF FIRST AMENDMENT

Subsequent to Millard Lumber, Inc. ("Millard") executing this First Amendment, but prior to the recording of this First Amendment, Millard sold Lots 16, 17, 18 and 19 of Omaha Works Industrial Park to the undersigned. The undersigned hereby consents to, and ratifies the terms of this First Amendment in all respects in the same manner as if the undersigned had been an original signatory to the First Amendment.

TRP PROPERTIES, L.L.C., a Nebraska limited liability company

By: 
Name: Terry Peterson
Its: MGR MEM

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on the 31 day of July, 2008, by Terry R. Peterson, the manager of TRP Properties, L.L.C., a Nebraska limited liability company, on behalf of the company




Notary Public

CONSENT OF TRUSTEE AND BENEFICIARY UNDER DEEDS OF TRUST

In consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, First National Bank of Omaha as Trustee and Beneficiary, under those certain Deeds of Trust filed October 3, 2006 as Instrument Nos. 2006113625, 2006113626, 2006113627, 2006113628, 2006113629, 2006113630, in the of the Office of the Register of Deeds of Douglas County, Nebraska (the "Recorder's Office"), hereby consents to the foregoing First Amendment to Reciprocal Easement and Operation Agreement (the "Amendment") such that each of the Deeds of Trust shall be subject to said First Amendment, and that for itself and its successors and assigns, hereby agrees that in the event of foreclosure of any of the Deeds of Trust, it shall not take any action to terminate the foregoing First Amendment.

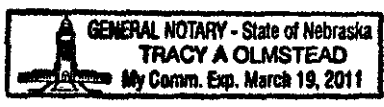
Executed this 16th day of May, 2007.

First National Bank of Omaha, as Beneficiary

By: [Signature]
Name: Matthew G. Medlock
Its: V.P.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on this 16 day of May, 2007, by Matthew G. Medlock, as Vice President of First National Bank of Omaha, as Beneficiary, on behalf of said bank.



[Signature]
Notary Public