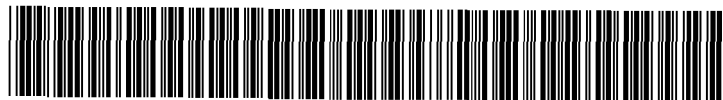


MISC 2013039209



APR 22 2013 11:23 P 17

Fee amount: 106.00  
FB: 68-43255  
COMP: MB

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
04/22/2013 11:23:24.00



2013039209

PREPARED BY AND WHEN RECORDED,  
PLEASE RETURN TO:

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

**FIRST AMENDMENT TO CONSTRUCTION LOAN AGREEMENT,  
PROMISSORY NOTE AND  
DEED OF TRUST, CONSTRUCTION SECURITY AGREEMENT, SECURITY  
AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING  
STATEMENT**

This Agreement (this "Agreement") is made and entered into this 3rd day of April, 2013, by and between **LUND 159 DODGE, L.L.C.**, a Nebraska limited liability company, 120 Regency Parkway, Suite 116, Omaha, Nebraska 68114 (the "Borrower"), and **MUTUAL OF OMAHA BANK**, a federally chartered savings bank, and its successors and/or assigns 3333 Farnam Street, Omaha, Nebraska 68131, Attn: Craig S. Lefler (the "Lender").

**PRELIMINARY STATEMENT**

WHEREAS, on the 21st day of March, 2008, the parties made and entered into certain Loan Documents as defined in the Construction Loan Agreement ("**Loan Agreement**"), including but not limited to the Loan Agreement, Promissory Note, and a Deed of Trust, Construction Security Agreement, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement (the "**Mortgage**") recorded March 27, 2008, at Record 2008029456 in the office of the Register of Deeds of Douglas County, Nebraska together with certain other agreements under which Lender was granted a first lien security interest in and to the Mortgaged Property as described in the Mortgage and as also described on the attached and incorporated Exhibit A hereto, the purpose of which was to secure the indebtedness of the Promissory Note, in the original principal amount of Thirteen Million Seven Hundred Thousand and No/100ths Dollars (\$13,700,000.00) (the "**Note**" for the "**Loan**"); and

WHEREAS, the Lender has agreed to consent to the requested actions set forth herein (the “**Requested Actions**”).

NOW THEREFORE, the parties agree:

## **ARTICLE 1**

### **ACKNOWLEDGMENTS, WARRANTIES AND REPRESENTATIONS**

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

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

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

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

1.4 **Title to Project and Legal Proceedings; Pledges of Equity in Borrower.** Borrower is the current owner of fee title in the Project. There are no pending or threatened suits, judgments, arbitration proceedings, administrative claims, executions or other legal or equitable actions or proceedings against Borrower or the Project, or any pending or threatened condemnation proceedings or annexation proceedings affecting the Project, or any agreements to convey any portion of the Project,

or any rights thereto to any person, entity, or government body or agency not disclosed in this Agreement. The Project is not encumbered by any mortgage lien other than the lien created by the Loan Documents. The membership interests in Borrower are not encumbered by any mortgage, pledge, security interest or hypothecation.

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

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

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

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

## ARTICLE 2

### ADDITIONAL PROVISIONS

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

- (a) **Amendment to the Note.** The Promissory Note is amended under Section 2. "Payments of Principal and Interest" to state that payments of principal and interest in the amount of Ninety-Two Thousand Three Hundred Seventy-Seven and Four/100ths Dollars (\$92,377.04) each shall be due and payable on April 15, 2013, May 15, 2013 and June 15, 2013, payment of all accrued interest up to and including August 1, 2013 as calculated by Lender shall be due and payable on August 1, 2013, and

that, commencing with September 1, 2013, and continuing on the first day of each succeeding calendar month thereafter up to and including October 1, 2019 (the "Maturity Date"), equal installments of principal and interest in the amount of Eighty-Five Thousand Eight Hundred Twenty-Two and Ten/100ths Dollars (\$85,822.10) shall be due and payable. THIS NOTE REQUIRES A BALLOON PAYMENT ON THE MATURITY DATE.

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

(b) **Amendment to the Loan Agreement.** The Loan Agreement is hereby amended, and new sections added, as follows:

(1) Tenant Improvements and Leasing Commissions Reserve. The remaining unadvanced loan proceeds in the amount of Nine Hundred Twelve Thousand Four Hundred Eight and Sixty-Nine/100ths Dollars (\$912,408.69) shall, forthwith upon execution and delivery of this Agreement, be advanced (pursuant to Article III of the Loan Agreement) into an account held at Lender (the "Tenant Improvement Reserve"). Upon such Advance, the loan proceeds shall be fully advanced. The Tenant Improvement Reserve shall be held by Lender to pay and/or reimburse Borrower for the costs and expenses of Tenant Improvements and for paying Leasing Commissions in connection with the CBS Home Real Estate Company Lease (the "CBS Lease"). Interest on the funds contained in the Tenant Improvement Reserve, if any, shall be credited to Borrower.

(2) Certain Definitions. As used herein, the term "Tenant Improvements" shall mean construction or improvements on or installation of fixtures or equipment in the Project as required to be performed by Borrower pursuant to the terms of the CBS Lease. As used herein, the term "Leasing Commissions" shall mean reasonable and customary commissions paid to a real estate broker licensed in Nebraska in connection with the CBS Lease, pursuant to commission agreements containing such terms and provisions.

(3) Disbursements from the Tenant Improvement Reserve. So long as no Event of Default hereunder or under the other Loan Documents has occurred and is continuing, and to the extent Tenant Improvement Reserve Funds are available for such purpose, Lender shall, within ten (10) days after receipt of a written request from Borrower conforming to the requirements of the Loan Agreement and Disbursing Agreement specifying the amount requested and the applicable Tenant Improvements or Leasing Commissions to be paid for with the requested Tenant Improvement Reserve Funds ("Disbursement Request"), release to Borrowers Tenant Improvement Reserve Funds in the amount of the Disbursement Request. In making any payment from the Tenant Improvement Reserve, Lender shall be entitled to rely on such request

from Borrower, and on any bill, statement, or estimate from any third party, without any inquiry into the accuracy, validity or contestability of any such amount.

(4) Further Requirements. With respect to a Disbursement Request to pay for Tenant Improvements, Borrower shall provide evidence reasonably satisfactory to Lender and Disbursing Agent (including, if requested by Lender, access to the Project by Lender and/or an architect and/or an engineer specified by Lender for the purpose of inspecting the work done, at Borrower's expense) that the Tenant Improvements, or such portion thereof, for which the Tenant Improvement Reserve Funds are being requested have been completed in accordance with the Loan Documents. Borrower shall submit to Lender and Disbursing Agent copies of invoices for which Tenant Improvement Reserve Funds are being requested, and if required by Lender or Disbursing Agent, shall also submit waivers of liens. Borrower shall execute and deliver to Lender and Disbursing Agent a certificate (in form and substance reasonably satisfactory to Lender) that the Tenant Improvements covered by the applicable Disbursement Request comply with, and have fully satisfied the Loan Documents. Borrower shall provide Lender with a copy of any and all applicable permanent certificates of occupancy and other governmental permits, if any be required, issued by applicable governmental authorities with respect to the Tenant Improvements, which certificates and permits allow the tenant to open for business as contemplated under such lease. Borrower shall provide such additional documents, certificates and affidavits as Lender may reasonably request.

(5) Final Disbursement Request. With respect to the final Disbursement Request relative to the CBS Lease, Borrower shall provide Lender and Disbursing Agent with (A) an original estoppel certificate, in form and substance satisfactory to Lender executed by the tenant under the CBS Lease for which such request relates, stating that such tenant has accepted the Tenant Improvements, and has occupied the space covered by the Tenant Improvements and that there are no defaults under such CBS Lease (nor does there exist any event or conditions, which with the passage of time or the giving of notice, or both, could result in such a default) and addressing such other issues as Lender may reasonably request, (B) if required by Lender, an original subordination, non-disturbance and attornment agreement in form acceptable to Lender executed by the tenant under the CBS Lease in favor of Lender, (C) evidence of payment of regular monthly rent by the tenant under the CBS Lease, and (D) if required by the local governmental jurisdiction, certificates of occupancy or comparable local certificates or permits with respect to any Tenant Improvements.

(6) Leasing Commissions. With respect to a Disbursement Request to pay any portion of the Leasing Commissions, Borrower shall provide evidence as reasonably requested by Lender that such Leasing

Commissions are then due and payable or have been properly paid, and such additional documents, certificates and affidavits as Lender may reasonably request.

(7) General Requirements. Borrower shall construct and complete all Tenant Improvements within the time periods and as required by, and in accordance with, the CBS Lease. Borrower or Tenant shall pay for and obtain or cause to be paid for and obtained all permits, licenses and approvals required by all applicable laws with regard to the Tenant Improvements, whether necessary for commencement, completion, use or otherwise. Borrower shall perform or cause to be performed all work in connection with the Tenant Improvements in a good and workmanlike manner, in compliance with all applicable laws (including, without limitation, any and all applicable life safety laws, Environmental Laws, as hereinafter defined, and laws for the handicapped and/or disabled) and, with respect only to those leases requiring Lender approval, with the plans and specifications approved (in writing) by Lender covering the same, which performance by Borrower shall be without regard to the sufficiency of the Tenant Improvement Reserve Funds. Borrower covenants and agrees that Tenant Improvements shall be constructed, installed or completed, as applicable, free and clear of any and all liens (including mechanic's, materialman's or other liens), claims and encumbrances whatsoever.

(8) Security Interest in the Tenant Improvement Reserve. As additional security for the payment and performance by Borrower of all duties, responsibilities and obligations under the Note and the other Loan Documents, Borrower hereby unconditionally and irrevocably assigns, conveys, pledges, mortgages, transfers, delivers, deposits, sets over and confirms unto Lender, and hereby grants to Lender a security interest in all sums on deposit or due under this Agreement and the other Loan Documents including, without limitation, (i) the Tenant Improvement Reserve, (ii) the accounts into which the Tenant Improvement Reserve has been deposited, (iii) all insurance on said accounts, (iv) all accounts, contract rights and general intangibles or other rights and interests pertaining thereto, (v) all sums now or hereafter therein or represented thereby, (vi) all replacements, substitutions or proceeds thereof, (vii) all instruments and documents now or hereafter evidencing the Tenant Improvement Reserve or such accounts, (viii) all powers, options, rights, privileges and immunities pertaining to the Tenant Improvement Reserve (including the right to make withdrawals therefrom), and (ix) all proceeds of the foregoing. Borrower hereby authorizes and consents to the account into which the Tenant Improvement Reserve has been deposited being held in Lender's name and Borrower acknowledges and agrees that Lender shall have exclusive control over said account. Borrower holds Lender harmless with respect to all risk of loss regarding amounts on deposit in the Tenant Improvement Reserve, except to the extent that any such loss is caused by the gross negligence or intentional misconduct of Lender.

Borrower hereby knowingly, voluntarily and intentionally stipulates, acknowledges and agrees that the advancement of the funds from the Tenant Improvement Reserve as set forth herein is at Borrower's direction and is not the exercise by Lender of any right of set-off or other remedy upon a default. If a default shall occur hereunder or under any other of the Loan Documents which is not cured within any applicable grace or cure period, then Lender may, without notice or demand on Borrower, at its option: (A) withdraw any or all of the funds (including, without limitation, interest) then remaining in the Tenant Improvement Reserve and apply the same, after deducting all costs and expenses of safekeeping, collection and delivery (including, but not limited to, attorneys' fees, costs and expenses) to the indebtedness evidenced by the Note or any other obligations of Borrower under the other Loan Documents in such manner as Lender shall deem appropriate in its sole discretion, and the excess, if any, shall be paid to Borrower, (B) exercise any and all rights and remedies of a secured party under any applicable Uniform Commercial Code, or (C) exercise any other remedies available at law or in equity. No such use or application of the funds contained in the Reserve shall be deemed to cure any default hereunder or under the other Loan Documents.

(9) Other Provisions as to the Tenant Improvement Reserve. The Tenant Improvement Reserve is solely for the protection of Lender and entails no responsibility on Lender's part beyond the payment of the respective costs and expenses in accordance with the terms thereof and beyond the allowing of due credit for the sums actually received. Upon assignment of this Agreement by Lender, any funds in the Tenant Improvement Reserve shall be turned over to the assignee and any responsibility of Lender, as assignor, with respect thereto shall terminate. The Tenant Improvement Reserve shall not, unless otherwise explicitly required by applicable law, be or be deemed to be escrow or trust funds, but, at Lender's option and in Lender's discretion, may either be held in a separate account or be commingled by Lender with the general funds of Lender. Upon full payment of the indebtedness secured hereby in accordance with its terms (or if earlier, the completion of the applicable conditions to release of the Tenant Improvement Reserve to Lender's satisfaction) or at such earlier time as Lender may elect, the balance in the Tenant Improvement Reserve then in Lender's possession shall be paid over to Borrower and no other party shall have any right or claim thereto.

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

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

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

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

### ARTICLE 3

#### MISCELLANEOUS PROVISIONS

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

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

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

3.4 **No Waivers.** Except as otherwise expressly set forth in this Agreement, nothing contained in this Agreement shall constitute a waiver of any rights or remedies of Lender under the Loan Documents or at law. No delay or failure on the part of any party hereto in the exercise of any right or remedy under this Agreement shall operate as a waiver, and no single or partial exercise of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action or forbearance by any party hereto contrary to the provisions of this Agreement shall be construed to constitute a waiver of any of the express provisions. Any party hereto may in writing expressly waive any of such party's rights under this Agreement without invalidating this Agreement.

3.5 **Successors or Assigns.** Whenever any party is named or referred to in this Agreement, the heirs, executors, legal representatives, successors, successors-in-title and assigns of such party shall be included. All covenants and agreements in this



Agreement shall bind and inure to the benefit of the heirs, executors, legal representatives, successors, successors-in-title and assigns of the parties, whether so expressed or not.

3.6 **Construction of Agreement.** Each party hereto acknowledges that it has participated in the negotiation of this Agreement and no provision shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision. Borrower at all times has had access to an attorney in the negotiation of the terms of and in the preparation and execution of this Agreement and has had the opportunity to review and analyze this Agreement for a sufficient period of time prior to execution and delivery. No representations or warranties have been made by or on behalf of Lender, or relied upon by Borrower pertaining to the subject matter of this Agreement, other than those set forth in this Agreement. All prior statements, representations and warranties relating to this Agreement and its subject matter, if any, are totally superseded and merged into this Agreement, subject to the reaffirmations set forth herein, and this Agreement represents the final and sole agreement of the parties with respect to the subject matter. All of the terms of this Agreement were negotiated at arm's length, and this Agreement was prepared and executed without fraud, duress, undue influence or coercion of any kind exerted by any of the parties upon the others. The execution and delivery of this Agreement is the free and voluntary act of Borrower. THIS WRITTEN AGREEMENT TOGETHER WITH THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS OF THE PARTIES.

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

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

3.9 **Notices.** Any notice demand, consent, approval, request, or other communication or document required or permitted to be given by a party hereto to another party shall be deemed to have been given when (i) delivered personally (with

written confirmation of receipt); (ii) sent by telefacsimile to a fax number as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested; (iii) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested); or (iv) received by the addressee, if sent by certified mail, return receipt requested, to the address set forth below:

If to Borrower:                      Lund 159 Dodge, L.L.C.  
   120 Regency Parkway  
   Suite 116  
   Omaha, Nebraska 68114  
   Attn: John F. Lund

If to Lender:                              Mutual of Omaha Bank  
   3333 Farnam Street  
   Omaha, Nebraska 68131  
   Attn: Craig S. Lefler

with copy to:                              Smith, Gardner, Slusky,  
   Lazer, Pohren & Rogers, LLP  
   8712 West Dodge Road  
   Suite 400  
   Omaha, NE 68114  
   Attn: H. Daniel Smith

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

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

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

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

3.13 **Time of Essence; Consents.** Time is of the essence of this Agreement and the Loan Documents. Any provisions for consents or approvals by Lender in this

Agreement shall mean that such consents or approvals shall not be effective unless in writing and executed by Lender.

3.14 **Consent of the Guarantors.** Execution of this Agreement, or consent thereto by one or more Guarantors is not required for this Agreement to be valid and binding among and between the signatory parties.

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

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

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

LENDER:

MUTUAL OF OMAHA BANK, a federally  
chartered savings bank

By  S.V.P.  
Craig S. Lefler, Senior Vice President

STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me this 19 day of April, 2013, by Craig S. Lefler, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument. He is the Senior Vice President of Mutual of Omaha Bank, a federally chartered savings bank, for and on behalf of said Mutual of Omaha Bank, and he acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.



  
Notary Public

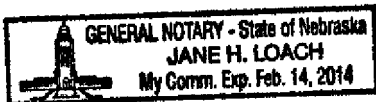
BORROWER:

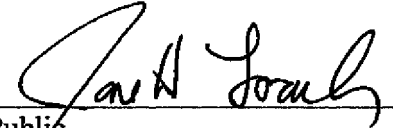
LUND 159 DODGE, L.L.C., a Nebraska limited  
liability company:

By:   
John F. Lund, Manager of Lund 159  
Dodge, L.L.C.

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF DOUGLAS                )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 2013, by John F. Lund, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument. He is the Manager of Lund 159 Dodge, L.L.C., for and on behalf of said Lund 159 Dodge, L.L.C., and he acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.



  
Notary Public

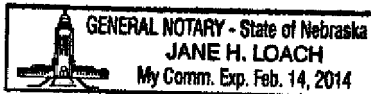
## CONSENT OF GUARANTORS

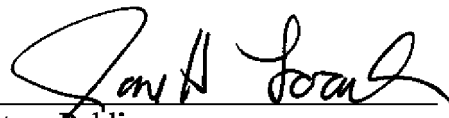
The undersigned Guarantors of the Loan described herein do hereby represent and warrant that all of the facts set forth in the Preliminary Statement of this Agreement are true and correct, and request of the Lender that it agree to the Requested Action, and further consent to the above and foregoing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

  
John F. Lund

STATE OF NEBRASKA            )  
  )  
COUNTY OF DOUGLAS        )       ss.

15<sup>th</sup> The foregoing instrument was acknowledged before me, a Notary Public, this day of April, 2013, by John F. Lund, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

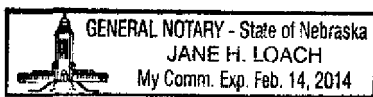


  
Notary Public

Gerald P. Kelly  
Gerald P. Kelly

STATE OF NEBRASKA           )  
  )  
COUNTY OF DOUGLAS        )       ss.

15<sup>th</sup> The foregoing instrument was acknowledged before me, a Notary Public, this day of April, 2013, by Gerald P. Kelly, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

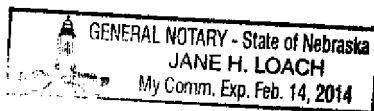


Jane H. Loach  
Notary Public

MOA.  
Richard Secor, Jr.

STATE OF NEBRASKA            )  
  )     ss.  
COUNTY OF DOUGLAS        )

15<sup>th</sup> The foregoing instrument was acknowledged before me, a Notary Public, this day of April, 2013, by Richard Secor, Jr., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same and acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.



Jane H. Loach  
Notary Public



**EXHIBIT A**  
**Mortgaged Property**

**Lot 1, West Dodge Health Campus Replat 8, an Addition to the City of Omaha, Douglas  
County, Nebraska.**