

Num Pgs 6  
Doc Tax \$0.00  
Fees \$40.00  
Received by: BM  
P&MFund 5.00  
Gen Fund 35.00  
From: First American Title



ADAMS COUNTY, NE  
FILED  
**INST NO 20150877**  
Date Mar 24, 2015 Time 12:31 PM  
*Carrie M. Hinton*  
REGISTER OF DEEDS  
ELECTRONICALLY RECORDED

NO  
CORP.  
SEAL

NUM Allen Second Sub  
RD. COMP X BM 9:40 3/25/15  
COMPARE ✓ Ap  
CADAS COMP

**THIS INSTRUMENT WAS PREPARED BY AND, WHEN RECORDED, SHOULD BE RETURNED TO:**

Morris, Manning & Martin, LLP  
1600 Atlanta Financial Center  
3343 Peachtree Road, N.E.  
Atlanta, GA 30326  
Attn: Frederick C. C. Boyd, III, Esq.

**Cross-Reference:**

Leasehold Deed of Trust, Assignment of Leases and Rents and Fixture Filing recorded on January 3, 2013, as instrument no. 20130023, Adams County, Nebraska records, as modified by a First Modification of Leasehold Deed of Trust, Assignment of Leases and Rents and Fixture Filing recorded on April 4, 2014, as instrument no. 20141300, aforesaid records.

**Unit:**

Store No. 77010  
2303 Osborne Drive W.  
Hastings, Nebraska 68901  
Adams County  
Property Description attached as Exhibit "A"

**SECOND MODIFICATION OF LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

THIS SECOND MODIFICATION OF LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (hereinafter referred to as this "Agreement"), made and entered into as of the 25th day of February, 2015, by and between **RMH FRANCHISE CORPORATION**, a Kansas corporation, as the trustor (herein, together with its successors and assigns, called "Trustor"), with a mailing address at 2021 Pine Lake Road, #100, Lincoln, NE 68512, Attention: Jeff Neumann, for the benefit of **BANK OF AMERICA, N.A.**, a national banking association, individually and in its capacity as Administrative Agent (as defined in the Credit Agreement referred to below) for its benefit and the ratable benefit of the Lenders which are parties from time to time to the Credit Agreement, as the beneficiary (herein, together with its successors and assigns, called "Beneficiary"), with a mailing address at 900 West Trade Street, Mail Code: NC1-026-06-03, Charlotte, NC 28255, Attention: Mollie S. Canup.

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RECITALS

A. Trustor and RMH Franchise Holdings, Inc., a Delaware corporation (individually and collectively, the "Borrower"), as borrower, the Lenders and Beneficiary are party to that certain Amended and Restated Credit Agreement dated as of December 20, 2013, as amended pursuant to that certain First Amendment to Amended and Restated Credit Agreement dated as of December 11, 2014 (the "First Amendment"; and, together with the Amended and Restated Credit Agreement, as may be further amended, restated, amended and restated, supplemented, consolidated, replaced, renewed, extended or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have made or shall make certain loans to the Borrower (collectively, the "Loans").

B. As collateral for the Loans, Trustor previously executed and delivered to First American Title Insurance Company, as trustee, in favor of Beneficiary, among other mortgages, deeds to secure debt, deeds of trust and other security documents, that certain Leasehold Deed of Trust, Assignment of Leases and Rents and Fixture Filing dated December 27, 2012 and recorded in the real estate records of Adams County, Nebraska on January 3, 2013, as instrument no. 20130023, as modified by that certain First Modification of Leasehold Deed of Trust, Assignment of Leases and Rents and Fixture Filing dated December 20, 2013, and recorded on April 4, 2014, as instrument no. 20141300, aforesaid records (together with all amendments and modifications prior to the date hereof, the "Deed of Trust").

C. Trustor and Beneficiary wish to modify the Deed of Trust to secure an additional Obligations as set forth in the Credit Agreement as amended by the First Amendment.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that in consideration of the sum of Ten and No/100 Dollars (\$10.00), the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary do hereby agree as follows effective as of the date hereof:

1. Amendment. Recital (D)(ii) of the Deed of Trust is hereby deleted in its entirety and the following provision is substituted in lieu thereof:

"(ii) the full and punctual payment when due of all amounts payable by Trustor under this Deed of Trust, including, without limitation, indemnification obligations and advances made pursuant to the Loan Documents, including any and all future advances (whether or not obligatory) in an amount up to a sum equal to the amount of the Loan;"

3. Definitions. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Credit Agreement.

4. Ratification. Trustor and Beneficiary intend and agree that the Deed of Trust shall continue in full force and effect as valid and effective liens on all of the Mortgaged Property (as defined in the Deed of Trust). The Deed of Trust is hereby ratified and confirmed, shall continue to

constitute the binding obligation and agreement of Trustor in favor of Beneficiary, and shall secure the Note and all other obligations under the Credit Agreement as fully as if this Agreement had been executed and delivered concurrently with the execution and delivery of the Deed of Trust. All representations and warranties set forth in the Deed of Trust are restated as of the date of this Agreement and are true and correct as of the date of this Agreement, as if made on the date of this Agreement. Except as herein expressly modified or amended, all the terms and conditions of the Deed of Trust remain in full force and effect and are hereby ratified, affirmed, and approved. Nothing herein shall be deemed to constitute a novation of the Deed of Trust or any of the Obligations.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Trustor and Beneficiary and the Lenders and their respective successors and assigns, whether voluntary by act of the parties or involuntary by operation of law.

6. Cross Reference. All references in the Credit Agreement to the "Deed of Trust" shall hereafter include the modifications to the Deed of Trust set forth herein.

7. Counterparts. This Agreement may be executed in multiple counterparts each of which shall be deemed to be an original and all such counterparts together shall constitute one and the same instrument.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Trustor and Beneficiary have duly executed and delivered this Agreement as of the date first written above.

**TRUSTOR:**

RMH FRANCHISE CORPORATION, a  
Kansas corporation

By: \_\_\_\_\_  
Name: Jeffrey Neumann  
Title: President

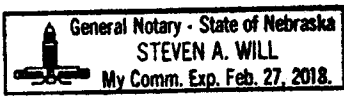
[NO CORPORATE SEAL]

ACKNOWLEDGEMENT

STATE OF Nebraska )  
                                      ) ss.  
COUNTY OF Lancaster )

BE IT REMEMBERED, that on this 21st day of February, 2015, before me the undersigned, a Notary Public in and for the county and state aforesaid, came Jeffrey Neumann, President of RMH Franchise Corporation, a Kansas corporation, who is personally known to me to be the same person who executed the within instrument of writing in such capacity and on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.



Steven A. Will  
\_\_\_\_\_  
Notary Public, State of Nebraska  
Printed Name: Steven A. Will

My commission expires:

2/27/2018

[SIGNATURE PAGES CONTINUE ON FOLLOWING PAGE]

**BENEFICIARY:**

BANK OF AMERICA, N.A., as  
administrative agent

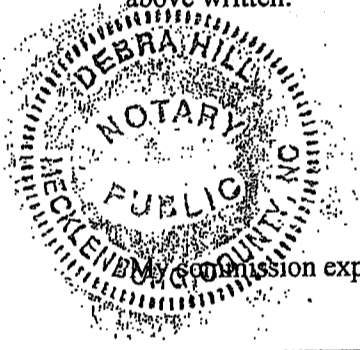
By: Mollie S. Canup  
Name: MOLLIE S. CANUP  
Title: VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF NORTH CAROLINA )  
 ) ss.  
COUNTY OF MECKLENBURG )

BE IT REMEMBERED, that on this 25<sup>TH</sup> day of FEBRUARY, 2015, before me the undersigned, a Notary Public in and for the county and state aforesaid, came MOLLIE S. CANUP VICE PRESIDENT of Bank of America, N.A., a national banking association, who is personally known to me to be the same person who executed the within instrument of writing in such capacity and on behalf of said national banking association, and such person duly acknowledged the execution of the same to be the act and deed of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.



My commission expires: \_\_\_\_\_

Debra Hill  
Notary Public, State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**DEBRA HILL**  
Notary Public  
Mecklenburg Co., North Carolina  
My Commission Expires Nov. 12, 2016

Unit:  
Store No. 77010  
2303 Osborne Drive W.  
Hastings, Nebraska 68901  
Adams County

Exhibit "A"

Real property in the City of Hastings, County of Adams, State of Nebraska, described as follows:

Parcel 1:

Lot 3, Block 1, Allen Second Subdivision, in the City of Hastings, Adams County, Nebraska.

Parcel 2:

Non-Exclusive Easement contained in the Reciprocal Agreement filed November 18, 2011 as Inst. No. 20114595, Official Records, Adams County, Nebraska.

Parcel 3:

Non-Exclusive Easement contained in the Reciprocal Agreement filed November 18, 2011 as Inst. No. 20114596, Official Records, Adams County, Nebraska.