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*Chicago title NS L251 73894*

FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND  
RENTS AND FIXTURE FILING STATEMENT

Dated as of October 13, 2017

From

CRIC CAG OMAHA 9 LLC

(the "Grantor")

To

FIRST AMERICAN TITLE INSURANCE COMPANY, as Deed of Trust Trustee

(the "Trustee")

for the benefit of

WELLS FARGO BANK NORTHWEST, N.A., as trustee

(the "Beneficiary")  
*/grantee*

EXECUTION VERSION

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

THIS FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING STATEMENT dated as of October 13, 2017 (the or this "*First Amendment*") is by and between CRIC CAG OMAHA 9 LLC, a limited liability company organized under the laws of the State of Delaware (the "*Grantor*") and WELLS FARGO BANK NORTHWEST, N.A., as trustee under that certain Pass-Through Trust Agreement and Declaration of Trust dated as of August 31, 2015 (the "*Beneficiary*").

**RECITALS:**

A. The Grantor, the Trustee and the Beneficiary have entered into that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated as of August 31, 2015 (the "*Deed of Trust*") securing the Property described therein and attached hereto as Exhibit A.

B. The Grantor and the Beneficiary now desire to amend the Deed of Trust in the respects, but only in the respects, hereinafter set forth.

C. Capitalized terms used herein shall have the respective meanings ascribed thereto in the Deed of Trust unless herein defined or the context shall otherwise require.

D. All requirements of law have been fully complied with and all other acts and things necessary to make this First Amendment a valid, legal and binding instrument according to its terms for the purposes herein expressed have been done or performed.

NOW, THEREFORE, the Grantor and the Beneficiary, in consideration of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

SECTION 1. AMENDMENTS.

Section 1.1. Section 2.12 of the Deed of Trust shall be and is hereby amended in its entirety to read as follows:

*"Section 2.12. Prepayment of Note.* No prepayment of the Note may be made except to the extent and in the manner expressly permitted by this Section 2.12 or Section 9.

(a) *Required Prepayment without Make-Whole Amount in the Event of Casualty or Condemnation.* In the event of a casualty or condemnation of all or a portion of the Granted Property which results in a termination of the Lease the Grantor shall prepay the Note in whole, but not in part, by payment of the principal amount of the Note then

outstanding, together with accrued interest thereon to the date of such prepayment, which prepayment shall be made taking into account the proceeds paid under any insurance policies carried pursuant to this Deed of Trust, but without any Make-Whole Amount.

(b) *Optional Prepayment with Make-Whole Amount.* The Grantor shall have the privilege, at any time and from time to time, of prepaying the outstanding Note, in whole but not in part by payment of the principal amount of the Note, and accrued interest thereon to the date of such prepayment, together with a premium equal to the Make-Whole Amount, determined as of two (2) business days prior to the date of such prepayment pursuant to this Section 2.12(b).

(c) *Notice of Prepayments.* The Grantor will give notice of any intended prepayment of the Note pursuant to Section 2.12(b) to the Beneficiary not less than thirty (30) days nor more than sixty (60) days before the date fixed for such prepayment specifying (i) such date and (ii) the principal amount of the Note to be prepaid on such date. Notice of prepayment having been so given, the principal amount of the Note specified in such notice, together with accrued interest thereon and the premium, if any, payable with respect thereto shall become due and payable on the prepayment date specified in said notice. Not later than two (2) business days prior to the prepayment date specified in such notice, the Beneficiary shall provide the Grantor written notice of the principal amount, accrued interest thereon to the date of such prepayments and Make-Whole Amount, if any, due and payable by the Grantor on the prepayment date together with a calculation of the Make-Whole Amount and such calculation by the Beneficiary shall be presumptively correct absent manifest error.”

Section 1.2. The defined term “*Called Principal*” in Section 1 shall be and is hereby amended in its entirety to read as follows:

““*Called Principal*” means, with respect to the Note, the principal of such Note that is to be prepaid pursuant to Section 2.12 or Section 9 of this Deed of Trust or has become or is declared to be immediately due and payable pursuant to Section 5.2 of this Deed of Trust, as the context requires.”

Section 1.3. The defined term “*Remaining Scheduled Payments*” in Section 1 shall be and is hereby amended in its entirety to read as follows:

““*Remaining Scheduled Payments*” means, with respect to the Called Principal of the Note, all payments of such Called Principal and interest thereon that would be due after the Settlement Date with respect to such Called Principal if no payment of such Called Principal were made prior

to its scheduled due date, *provided* that if such Settlement Date is not a date on which interest payments are due to be made under the terms of the Note, then the amount of the next succeeding scheduled interest payment will be reduced by the amount of interest accrued to such Settlement Date and required to be paid on such Settlement Date pursuant to Section 2.12, Section 9 or Section 5.2 of this Deed of Trust.”

Section 1.4. The following shall be added as a new Section 9 of the Deed of Trust:

“SECTION 9. PAYDOWN READVANCE OPTION.

*Section 9.1* The Indebtedness Hereby Secured may not be prepaid, except as described below and except in accordance with Section 2.12 hereof.

*Section 9.2 The Paydown.* In connection with each Conveyance pursuant to Section 2.3(g) hereof and each Transfer pursuant to Section 2.3(h) hereof, Grantor may (the “*Paydown Option*”) prepay (a “*Paydown*”) up to but not more than 99% of the principal balance of the Note (such amount of principal to be prepaid is herein referred to as the “*Principal Paydown Amount*”) upon payment to the Beneficiary of the Aggregate Paydown Amount (as hereinafter defined) and upon satisfaction of each of the following terms and conditions (collectively, the “*Paydown Conditions*”):

- (i) Grantor must deliver its revocable notice (the “*Proposed Paydown Notice*”) to the Beneficiary (or its designee) of Grantor’s intention to exercise the Paydown Option not less than twenty (20) days before the proposed date of the payment of the Aggregate Paydown Amount (the “*Paydown Date*”);
- (ii) Grantor must have complied with all of the terms and conditions set forth in this Section 1.4 and (x) Section 2.3(g), with respect to a Conveyance, or (y) Section 2.3(h), with respect to a Transfer, as applicable;
- (iii) Grantor must deposit the Aggregate Paydown Amount with the Beneficiary or its designee;
- (iv) Grantor must pay or reimburse (without double counting if deposited as part of the Aggregate Paydown Amount above) the Beneficiary and only one counsel to all the holders of the beneficial interest in the loan evidenced by the Operative Agreements (the “*Beneficial Holders*”) for all reasonable, third-party out-of-pocket expenses (including, reasonable attorneys’ fees) incurred in connection with the execution, review, approval and documentation of the exercise of the

Paydown Option. Other than expenses in the previous sentence and the Paydown Administration Fee, no other administration or other fee is due or payable to the Beneficiary or the Beneficial Holders in connection with the exercise of the Paydown Option.

(v) The Proposed Paydown Notice must specify the following: (i) the amount of the proposed Principal Paydown Amount, (ii) the proposed Paydown Date, (iii) a calculation by Grantor of the estimated Paydown Make-Whole Amount due in connection with such proposed Principal Paydown Amount (calculated as if the date of such notice were the date of the proposed Paydown Date), setting forth the details of such computation, (iv) the proposed period within which Grantor may exercise the Readvance Option (as hereinafter defined) which period shall end no later than the then next scheduled payment date on the Note (the "*Readvance Option Period*"), and (v) the Paydown Accrued Interest due in connection with such proposed Principal Paydown Amount. Grantor may revoke a Proposed Paydown Notice on any date on or before the Proposed Paydown Date; provided, however, that Grantor agrees to pay the Beneficiary's reasonable third-party out-of-pocket expenses incurred by the Beneficiary and the Beneficial Holders in connection with the receipt or anticipated receipt of a Proposed Paydown Notice, which is later revoked by Grantor.

The "*Aggregate Paydown Amount*" means an amount equal to the aggregate of the following amounts:

- (1) the Principal Paydown Amount;
- (2) the Paydown Make-Whole Amount;
- (3) the Paydown Accrued Interest;
- (4) the Readvance Reservation Fee;
- (5) all amounts due pursuant to Section 2.3(g) or 2.3(h), as applicable, of this Deed of Trust in connection with any Conveyance or Transfer, as applicable, associated with the exercise of such Paydown Option;
- (6) payment of, or reimbursement for, all reasonable, third-party out-of-pocket expenses (including, reasonable attorneys' fees) of the Beneficiary and counsel to the Beneficial Holders incurred in connection with the execution, review, approval and documentation of the exercise of the Paydown Option; and
- (7) the Paydown Administrative Fee.

*Section 9.3 Distribution of Aggregate Paydown Amount.* On the Paydown Date, the outstanding principal amount of the Note in an amount equal to the Principal Paydown Amount must be prepaid subject to the Readvance Option and the Beneficiary will do the following:

- (i) deposit the Aggregate Paydown Amount in an account (the "*Paydown Account*") for the benefit of the Beneficiary or the Beneficial Holders, as the case may be, pursuant to the terms of the Trust Agreement;
- (ii) distribute the Paydown Accrued Interest and the Readvance Reservation Fee to the Beneficial Holders on a pro rata basis pursuant to the terms of the Trust Agreement; and
- (iii) distribute the Paydown Administration Fee to Wells Fargo Bank Northwest, National Association (or its successor as trustee of the Trust).

*Section 9.4 The Readvance.* If Grantor exercises the Paydown Option, Grantor may request a readvance of the Principal Paydown Amount (the "*Readvance Principal Amount*") which if advanced shall be deemed an advance of principal pursuant to the Note (the "*Readvance Option*") on any Business Day during the Readvance Option Period upon satisfaction of the Readvance Conditions (as hereinafter defined). Grantor may exercise the Readvance Option, if at all, by giving written notice to the Beneficiary (or its designee) of Grantor's intention to exercise the Readvance Option (the "*Proposed Readvance Notice*"), which must specify the amount of the Readvance Principal Amount and the date on which the Readvance Principal Amount is to be disbursed (the "*Readvance Date*").

The following will constitute the conditions to the Beneficiary's obligation to readvance the Readvance Principal Amount (the "*Readvance Conditions*"):

- (i) Grantor must deliver the Proposed Readvance Notice to the Beneficiary not later than two (2) Business Days before the Readvance Date;
- (ii) Grantor must satisfy all of the terms and conditions set forth in (x) Section 2.3(g), with respect to a Conveyance, or (y) Section 2.3(h), with respect to a Transfer, as applicable, as if the Granted Property were deemed to have been transferred on such Readvance Date, all as may be requested by the Beneficiary or counsel to the Beneficial Holders;
- (iii) The Beneficiary must have (A) received a legal opinion from Grantor's attorney in form and substance reasonably acceptable to the Beneficiary that the Beneficiary is not required to qualify or to be licensed to do business as a mortgage lender in the State of Nebraska assuming for the purposes of any such opinion that the only loan made by the Beneficiary in the State of Nebraska is the loan which is part of the single

paydown transaction or (B) qualified and obtained a license to do business as a mortgage lender in the State of Nebraska, provided, however, the Beneficiary will not be required to incur any costs in connection with any qualification or obtaining necessary licenses unless Grantor delivers to the Beneficiary a deposit equal to the projected amount of such costs, and the payment of such costs will be Grantor's sole responsibility. If the opinion is in substantially the same form as delivered for the original closing of the loan evidenced by the Operative Agreements, such opinion will be deemed satisfactory;

(iv) The Beneficiary must have received a legal opinion from Grantor's attorney that the exercise of the Readvance Option should not result in a realization event under Section 1001 of the Internal Revenue Code of 1986, as amended, in such form as is reasonably acceptable to the Beneficiary;

(v) Grantor must have paid or reimbursed the Beneficiary and counsel for the Beneficial Holders for all reasonable, third-party out-of-pocket expenses (including, reasonable attorneys' fees) incurred by the Beneficiary and/or the Beneficial holders in connection with the execution, review, approval and documentation of the exercise of the Readvance Option;

(vi) Grantor shall have provided the Certificate Holders and the Beneficiary with an indemnity reasonably satisfactory to the Beneficiary and the Certificate Holders in all respects from the Successor Indemnitor indemnifying the Beneficiary and Certificate Holders from any tax liability or loss, damage, cost or expense with respect to the transactions contemplated by the Paydown and Readvance Option in excess of the tax liability that the Beneficiary and Certificate Holders would have incurred if the Paydown and Readvance Option transactions had not occurred, other than tax liability (a) attributable to the receipt by the Beneficiary and/or Certificate Holders of (i) the Paydown Administrative Fee, (ii) the earnings on the Aggregate Paydown Amount as invested pursuant hereto, and (iii) (but only in the event that the Readvance Option is not exercised) the Paydown Make Whole Amount; (b) arising from the fact that the Certificate Holders' adjusted basis in the Note immediately prior to the Paydown is less than its proportionate share of the balance of the Note; or (c) attributable to the willful misconduct or gross negligence of the Beneficiary or any Certificate Holder;

(vii) No Event of Default shall exist.

*Section 9.5 Satisfaction of Readvance Conditions.* Upon satisfaction of the Readvance Conditions on the Readvance Date, the Beneficiary will:

(i) readvance the Readvance Principal Amount to Grantor in accordance with written instructions to be delivered by Grantor to the

Beneficiary at the time of the exercise of the Readvance Option;

(ii) return the Paydown Make-Whole Amount, to the extent of the funds available in the Paydown Account, to Grantor in accordance with written instructions Grantor delivers to the Beneficiary at the time Grantor exercises the Readvance Option; and

(iii) transfer all investment earnings received from the investment of the funds in the Paydown Account to the Beneficial Holders in the manner specified in the Trust Agreement;

(iv) transfer (x) the Paydown Accrued Interest, and (y) the portion of the Readvance Reservation Fee applicable to the period beginning on the Paydown Date and ending on the Readvance Date, to the Beneficial Holders in the manner specified in the Trust Agreement (provided that the amount of interest payable on the re-advanced principal amount on the next scheduled payment date on the Note shall be the amount of interest accrued on such principal amount from the Readvance Date to such scheduled payment date); in each case by delivering funds in such amounts from the monies deposited in the Paydown Account. Upon completion of the exercise of the Readvance Option, all of the terms and provisions of the Note, this Deed of Trust and the other Operative Agreements will apply to and secure the repayment of the Readvance Principal Amount as though the Readvance Principal Amount was a portion of the original principal amount advanced under and evidenced by the Note. Upon completion of the exercise of the Readvance Option, so long as no Event of Default exists immediately succeeding the Readvance Date, the Beneficiary will remit to, or cause to be remitted to, Grantor an amount equal to the remainder of the Readvance Reservation Fee after the application of Section 9.5(iv) above, to the extent actually received by or on behalf of the Beneficiary under and pursuant to this Section 9 of this Deed of Trust by delivering, or causing to be delivered, funds in such amounts to Grantor.

*Section 9.6 Failure of Readvance Option.* If Grantor does not exercise the Readvance Option or if the Readvance Conditions are not satisfied by the end of the Readvance Option Period, then the Beneficiary will retain the Aggregate Paydown Amount, and the Note will be deemed to be prepaid on the Paydown Date in an amount equal to the Principal Paydown Amount. All remaining scheduled payments on the Note will be proportionately reduced so that upon the due payment of all remaining scheduled payments on the Note, there will have been paid to the Beneficiary the entire unpaid principal balance thereof, together with accrued interest thereon. The Beneficiary will determine such reduction, which determination will be conclusive and binding upon Grantor, absent manifest error.



*Section 9.7 Definitions.* For the purposes of this Section 9, the following terms shall have the following definitions:

(i) *“Beneficial Holders”* shall mean any beneficial holders of the loan evidenced by the Operative Agreements, including, without limitation, any holder of a Trust Certificate under the Trust Agreement.

(ii) *“Paydown Accrued Interest”* shall mean an amount equal to the interest which has accrued and is unpaid on the Note from the date through which interest was last paid on the Note to, but excluding, the first day of the Readvance Option Period.

(iii) *“Readvance Reservation Fee”* shall mean an amount equal to the interest which would have accrued on the Note if the Paydown had never occurred from the first day of the Readvance Option Period to but not including the last day of the Readvance Option Period.

(iv) *“Paydown Administrative Fee”* shall mean a fee payable by Grantor to the Beneficiary of \$2,500 per transaction pursuant to this Section 9, together with all reasonable legal fees and expenses of the respective counsel for the Beneficiary and the Trustee in connection with the Conveyance or the Transfer.

(v) *“Paydown Make-Whole Amount”* shall mean an amount equal to the Make-Whole Amount on the Principal Paydown Amount.”

Section 1.5. Section 2.1 of the Deed of Trust shall be and is hereby amended in its entirety to read as follows:

*Office for Notices.* From and after October 13, 2017, the Grantor will keep an office at Omaha ConAgra Paterson, LLC, c/o Marc A. Perel, 1401 Broad Street, Clifton, NJ 07013, where notices, presentations and/or demands to or upon the Grantor in respect of said Note or this Deed of Trust may be given or made, until such time as the Grantor shall so notify the Beneficiary in writing of any change of location of such office.

Section 1.6. The following shall be added at the end of Section 2.3(h) of the Deed of Trust:

“Notwithstanding anything herein to the contrary, the Existing Owner(s) of any Grantor or Successor Grantor that is a limited liability company shall be permitted to convert such limited liability company Grantor or Successor Grantor into a Delaware statutory trust (such transaction, a “Trust Conversion”), and such a Trust Conversion shall not be a Transfer which is subject to the foregoing provisions of this Section 2.3(h), provided that: (i) immediately following the Trust Conversion the Existing Owner(s) of the Grantor or Successor Grantor (as the case may be) continue to own one

hundred percent (100%) of the beneficial ownership and controlling interests in and to the Grantor or Successor Grantor, as the case may be (and any subsequent change in ownership shall be subject to the Transfer provisions of this Section 2.3(h); (ii) following the Trust Conversion, the Grantor or Successor Grantor (as the case may be) shall be a single purpose entity with Organizational Documents reasonably acceptable to the Beneficiary; (iii) the Grantor or Successor Grantor (as the case may be) shall have obtained all governmental consents, approvals and authorizations required for the Trust Conversion; (iv) the Grantor or Successor Grantor (as the case may be) shall have provided to Beneficiary copies of all of its final Organizational Documents after completion of the Trust Conversion; and (v) the Grantor or Successor Grantor (as the case may be) shall have provided all other deliverables required by the Beneficiary.”

SECTION 2. MISCELLANEOUS.

*Section 2.1.* This First Amendment shall be construed in connection with and as part of the Deed of Trust, and except as modified and expressly amended by this First Amendment, all terms, conditions and covenants contained in the Deed of Trust are hereby ratified and shall be and remain in full force and effect.

*Section 2.2.* Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the Deed of Trust without making specific reference to this First Amendment but nevertheless all such references shall include this First Amendment unless the context otherwise requires.

*Section 2.3.* The descriptive headings of the various Sections or parts of this First Amendment are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

*Section 2.4.* This First Amendment shall be governed by and construed in accordance with Nebraska law.

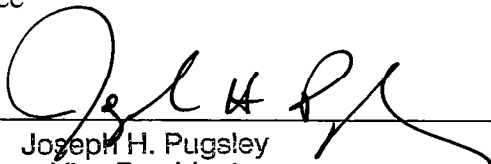
*Section 2.5.* The execution hereof by you shall constitute a contract between us for the uses and purposes hereinabove set forth, and this First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original, but all together only one agreement.

[Signature Pages Follow]



Agreed and Accepted by:

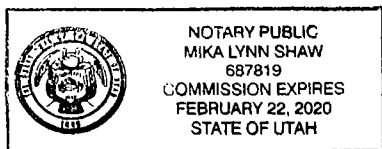
WELLS FARGO BANK NORTHWEST, N.A., as  
Trustee

By:   
Name: Joseph H. Pugsley  
Title: Vice President

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

I, Mika Lynn Shaw, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph H. Pugsley to me known, who declared and acknowledged that he is the Vice President of WELLS FARGO BANK NORTHWEST, N.A., as trustee, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said limited liability company and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and notarial seal this 11 day of October, 2017.



  
Notary Public

Printed Name: Mika Lynn Shaw

(SEAL)

Commission expires: 02/22/2020

**Exhibit A**  
**Legal Description**

The land referred to is situated in the State of Nebraska, County of Douglas and is described as follows:

PARCEL 1:

Lot 17, Central Park East, an Addition to the City of Omaha, Douglas County, Nebraska.

PARCEL 2:

Non-exclusive easements contained in Parking Declaration, filed November 30, 1989, in Book 906, Page 481; amended by the First Supplemental Parking Declaration, filed June 19, 1990, in Book 928, Page 9; amended by the Second Supplemental Parking Declaration, filed November 7, 1990, in Book 944, Page 1; amended by the Amendment to Parking Declaration, filed August 30, 1995, in Book 1155, Page 233; amended by the Third Supplemental Parking Declaration, filed June 7, 1999, in Book 1295, Page 710; all in the Official Records, Douglas County, Nebraska.

PARCEL 3:

Non-exclusive easements contained in Amended and Restated Driveway Easement Agreement dated May 20, 1998, recorded December 29, 1998 in Book 1275, Page 724, Official Records, Douglas County, Nebraska.

PARCEL 4:

Easement for storm sewer purposes contained in the Storm Sewer Connection Agreement dated April 16, 1990, recorded July 18, 1990, in Book 931, Page 356, Official Records, Douglas County, Nebraska.