

When recorded return to:
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Chapman and Cutler LLP
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Chicago, Illinois 60603

Chicago title N 17384

SECOND 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
And
OMAHA CONAGRA ADPTIC, LLC
(collectively, jointly and severally, the "Grantors")

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

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

THIS SECOND 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 "*Second Amendment*") is by and among CRIC CAG OMAHA 9 LLC, a limited liability company organized under the laws of the State of Delaware (the "*Company*"), OMAHA CONAGRA ADPTIC, LLC, a limited liability company organized under the laws of the State of Delaware ("*ADPTIC*") and together with the Company, jointly and severally, the "*Grantors*") 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 Company, 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 (as amended, the "*Deed of Trust*") securing the Property described therein and attached hereto as Exhibit A.

B. The Company, the Trustee and the Beneficiary have entered into that certain First Amendment to Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated as of October 13, 2017 (the "*First Amendment*").

C. CRIC₂ Funds LLC, a Massachusetts limited liability company (the "*Existing Owner*") and ARCTRUST Equities, LLC, a New Jersey limited liability company ("*ARCTRUST*") have entered into that certain Contract of Purchase and Sale effective as of June 21, 2017, as amended by that certain Amendment to Contract of Purchase and Sale effective as of September 13, 2017 (as amended, the "*Original CPS*"), with such Original CPS being amended and assumed by that certain Second Amendment to and Assignment of Contract of Purchase and Sale effective as of October 3, 2017 by and among the Existing Owner, ARCTRUST and ADPTIC, whereby the Company sold and transferred a thirty eight and forty seven hundredths percent (38.47%) interest in the Property to ADPTIC, as successor-in-interest to ARCTRUST, immediately followed with Existing Owner selling and transferring 100% of its ownership interest in and to the Company to Omaha ConAgra Paterson, LLC, a Delaware limited liability company ("*Paterson*").

D. To reflect the change in parties, the Grantors and the Beneficiary now desire to amend the Deed of Trust in the respects, but only in the respects, hereinafter set forth.

E. 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.

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

NOW, THEREFORE, the Grantors 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. The Preamble of the Deed of Trust shall be and is hereby amended in its entirety to read as follows:

“DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING STATEMENT dated as of August 31, 2015, as amended by that certain First Amendment to Deed of Trust dated as of October 13, 2017 and that certain Second Amendment to Deed of Trust dated as of October 13, 2017 (as amended, the “*Deed of Trust*”), from CRIC CAG OMAHA 9 LLC, a limited liability company organized under the laws of the State of Delaware (the “*Original Grantor*”), having its principal office at 1401 Broad Street, Clifton, New Jersey 07013 and OMAHA CONAGRA ADPTIC, LLC, a limited liability company organized under the laws of the State of Delaware (the “*Supplemental Grantor*” and together with the Original Grantor, jointly and severally, the “*Grantor*”), having its principal office at 7 Penn Plaza, Suite 830, New York, New York 10001, to FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation, as Deed of Trust Trustee (the “*Trustee*”) whose address is 13924 Gold Circle, Omaha, Nebraska 68144, for the benefit of WELLS FARGO BANK NORTHWEST, N.A., AS TRUSTEE, as trustee under that certain Pass-Through Trust Agreement and Declaration of Trust dated as of August 31, 2015 (the “*Beneficiary*”), whose address is 299 S. Main Street, 5th Floor, MAC: U1228-051, Salt Lake City, Utah 84111.

This Deed of Trust is also a Security Agreement and financing statement under the Uniform Commercial Code of the State of Nebraska and in compliance therewith the following information is set forth:

1. The names and addresses of the Debtor and Secured Party are:

Debtor: CRIC CAG Omaha 9 LLC
1401 Broad Street
Clifton, New Jersey 07013
Attention: Marc Perel

Omaha ConAgra ADPTIC, LLC
7 Penn Plaza, Suite 830
New York, New York 10001
Attention: Drew Bernstein

Secured Party: Wells Fargo Bank Northwest, N.A., as trustee
299 S. Main Street, 5th Floor
MAC: U1228-051
Salt Lake City, Utah 84111
Attention: Corporate Trust Lease Group

2. The property covered by this Security Agreement and financing statement is described in the Granting Clauses hereof.
3. Some or all of the fixtures, equipment and other property described herein are or may become fixtures.
4. The Debtor is the record owner of the real estate described in Exhibit A attached hereto and made a part hereof.”

Section 1.2. ADPTIC, as Grantor, hereby grants, warrants, mortgages, assigns, pledges, sells, demises, bargains, conveys, transfers, sets over and hypothecates unto the Trustee for the benefit of the Beneficiary, its successors and assigns, forever, WITH POWER OF SALE, to the extent permitted by law, and grants to the Trustee for the benefit of the Beneficiary, its successors and assigns, forever, a security interest in and to all and singular, all of ADPTIC’s interest in and to the Granted Property as set forth in the Granting Clauses I through VI.

SECTION 2. MISCELLANEOUS.

Section 2.1. This Second Amendment shall be construed in connection with and as part of the Deed of Trust, and except as modified and expressly amended by this Second 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 Second Amendment may refer to the Deed of Trust without making specific reference to this Second Amendment but nevertheless all such references shall include this Second Amendment unless the context otherwise requires.

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

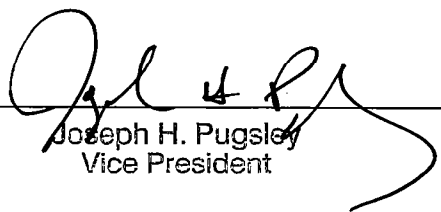
Section 2.4. This Second Amendment shall be governed by and construed in accordance with Nebraska law.

Section 2.5. The execution hereof by you shall constitute a contract between us for the uses and purposes hereinabove set forth, and this Second 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:

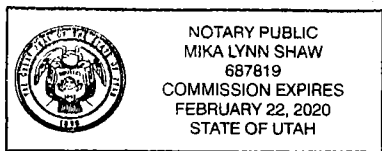
WELLS FARGO BANK NORTHWEST, N.A., as
Trustee

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.