



MISC 2010119245

misc 13/1
FEE 6550 FB 07-39566
BKP _____ C/O _____
DEL _____ SCAN _____

B



DEC 15 2010 09:10 P 13

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
12/15/2010 09:10:07.71



2010119245

ATTENTION: COUNTY CLERK – THIS INSTRUMENT COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN AND IS TO BE FILED FOR RECORD IN THE RECORDS WHERE MORTGAGES ON REAL ESTATE ARE RECORDED. ADDITIONALLY, THIS INSTRUMENT SHOULD BE APPROPRIATELY INDEXED, NOT ONLY AS A MORTGAGE, BUT ALSO AS A FINANCING STATEMENT COVERING GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN. THE MAILING ADDRESSES OF THE GRANTOR (DEBTOR) AND THE BENEFICIARY (SECURED PARTY) ARE SET FORTH IN THIS INSTRUMENT.

THIS INSTRUMENT CONSTITUTES A CONSTRUCTION SECURITY AGREEMENT THAT SECURES AN OBLIGATION WHICH THE GRANTOR INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT OF THE REAL ESTATE IN WHICH THE SECURITY INTEREST IS HEREBY GIVEN AND IS INTENDED TO CREATE A CONSTRUCTION SECURITY INTEREST.

SECOND MODIFICATION TO LEASEHOLD DEED OF TRUST AND SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES

By

CITY OF OMAHA CONVENTION HOTEL CORPORATION

to

**FIRST AMERICAN TITLE INSURANCE COMPANY,
as Mortgage Trustee**

for the Benefit of

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee**

TO

Box 15/ML

**SECOND MODIFICATION TO LEASEHOLD DEED OF TRUST AND SECURITY
AGREEMENT, ASSIGNMENT OF RENTS AND LEASES**

STATE OF NEBRASKA)
) ss KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DOUGLAS)

This SECOND MODIFICATION TO LEASEHOLD DEED OF TRUST AND SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES (this "Modification"), dated December 1, 2010, is made by **CITY OF OMAHA CONVENTION HOTEL CORPORATION**, a nonprofit corporation created and existing under the Nebraska Nonprofit Corporation Act Sections 21-1901 to 21-19,777, Reissue Revised Statutes of Nebraska, 1997, as amended (the "Corporation"), to **FIRST AMERICAN TITLE INSURANCE COMPANY**, as mortgage trustee (together with any successor or substitute in such capacity, hereinafter called the "Mortgage Trustee"), for the use and benefit of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association, as trustee (the "Indenture Trustee" under the Indenture and the "Beneficiary" hereunder) under that certain Amended and Restated Indenture of Trust dated as of May 1, 2007 and that certain First Supplemental Indenture of Trust dated as of December 1, 2010 (the "First Supplemental Indenture"), both by and between the Beneficiary and the Corporation (collectively, the "Indenture"). Except as otherwise expressly provided herein or unless the context otherwise requires capitalized terms have the meanings assigned to such terms in the Master Glossary of Terms for Omaha Convention Center Hotel Revenue Bond Transaction dated as of April 1, 2002, as amended by the First Supplement to Master Glossary of Terms dated as of May 1, 2007, both of which are attached to the Indenture as Exhibit A and by the reference incorporated herein, and as amended by the Second Supplement to Master Glossary of Terms dated as of December 1, 2010, attached to this First Supplemental Indenture as Exhibit A and by the reference incorporated herein.

WHEREAS, Corporation is the owner of a leasehold estate in separate parcels of real property created under (i) that Site Lease Agreement (Parcel 1) (the "Parcel 1 Site Lease"), dated as of April 24, 2002, between the City of Omaha, Nebraska (the "City"), as lessor, and the Corporation, as lessee, with respect to 1001 Cass Street located in Douglas County, Nebraska ("Parcel 1"), recorded as document no. 09615 in book 1436, page 487, and legally described on the attached Exhibit A-1 hereto, and (ii) that Site Lease Agreement (Parcel 2) (the "Parcel 2 Site Lease"), dated as of April 24, 2002, between the City of Omaha, Nebraska (the "City"), as lessor, and the Corporation, as lessee, with respect to 1001 Cass Street located in Douglas County, Nebraska ("Parcel 2"), recorded as document no. 09616 in book 1436, page 498, and legally described on the attached Exhibit A-2 hereto and that certain easement (the "Easement") from the City, to the corporation dated as of December 10, 2010, and recorded with the Register of Deeds of Douglas County, immediately prior to the recording of this Modification, over the real property described on Exhibit A-3 (the "Easement Parcel together with Parcel 1 and Parcel 2, the "Property") (The Parcel 1 Site Lease, the Parcel 2 Site Lease are collectively referred to as the "Site Lease"); and

WHEREAS, the Series 2007 Bonds are secured by, among other things, that certain Leasehold Deed of Trust and Security Agreement, Assignment of Rents and Leases (the

“Original Deed of Trust”) in favor of Beneficiary recorded on April 24, 2002 as document no. 13858 in book 7111, pages 641-678 and that certain First Modification to Leasehold Deed of Trust and Security Agreement, Assignment of Rents and Leases dated as of May 1, 2007 recorded on June 7, 2007 as document no. 2007064139, (the “First Supplement to Deed of Trust”, and together with the original Deed of Trust, the “Deed of Trust”); and

WHEREAS, the Corporation and the Trustee entered into the Amended and Restated Indenture for the purpose of amending and restating the Original Indenture and authorizing the issuance of the \$109,750,000 City of Omaha Convention Hotel Corporation Convention Center Hotel First Tier Revenue Refunding Bonds, Series 2007 (the “Series 2007 Bonds”); and

WHEREAS, the Corporation now, for the purpose of providing money to finance certain capital improvements to the Hotel and Garage (as defined in the Indenture), including an expansion of the Hotel and the Garage, by execution and delivery of the First Supplemental Indenture authorizing the issuance of the \$37,000,000 City of Omaha Convention Hotel Corporation Taxable Convention Center Hotel First Tier Revenue Bonds, Series 2010B (Build America Bonds – Direct Payment to Issuer) (the “Series 2010 Bonds”);

WHEREAS, to secure its obligations under the Indenture, pursuant to the Deed of Trust, Corporation hereby grants a first mortgage lien on and first deed of trust title to its interest in the Project and the Expansion Project, IN TRUST WITH POWER OF SALE, and assigns and pledges Corporation’s interest in the leases, rents, issues, profits, revenues, income, receipts, money, royalties, rights and benefits of and from the Project and the Expansion Project for the use and benefit of the Indenture Trustee on behalf of the owners of the Series 2007 Bonds and the Series 2010 Bonds upon the priority and in the manner set forth in the Indenture;

NOW THEREFORE, Corporation and Beneficiary agree that the Deed of Trust is hereby amended as follows:

1. Each and every reference therein to the “Indenture” or the “Indenture of Trust” is hereby amended to refer to the “Amended and Restated Indenture of Trust dated as of May 1, 2007 as supplemented by the First Supplemental Indenture dated as of December 1, 2010, both by and between the Corporation and the Beneficiary, as trustee.”

2. Each and every reference therein to “Bonds” is hereby amended to include the “Series 2007 Bonds” and the “Series 2010 Bonds”.

3. Each and every reference therein to the Deed of Trust shall hereafter refer to the Deed of Trust as amended by this Modification.

4. Each and every reference therein to the Master Glossary of Terms shall hereafter refer to the Master Glossary of Terms as amended by the First Supplement to Master Glossary of Terms and the Second Supplement to Master Glossary of Terms attached to the First Supplemental Indenture as Exhibit A.

5. The Deed of Trust and the obligations secured thereby are supplemented, modified and amended as and to the extent set forth in the First Supplemental Indenture, the terms of which are incorporated in this Modification by reference.

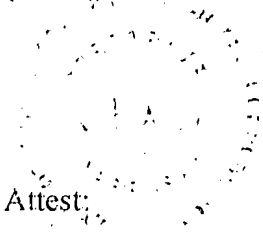
6. This Modification shall become effective only upon recordation in the records of Douglas County, Nebraska.

7. Except as set forth in this Modification, the Deed of Trust shall remain as originally stated and the terms and provisions of the same are hereby ratified and confirmed.


[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Corporation has executed this Modification by causing its authorized representative's name to be hereunto subscribed on the date shown on the acknowledgment but effective as of December 1, 2010.

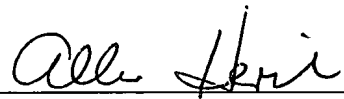
(SEAL)



CITY OF OMAHA CONVENTION HOTEL
CORPORATION

By 
President

Attest:

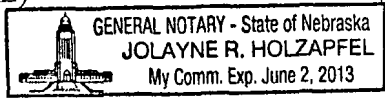
By 
Secretary-Treasurer

TAX IDENTIFICATION NUMBER: #47-0857937

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on this 15th day of December, 2010, by PAM SPACCAROTELLA, President and ALLEN HERINK, Secretary-Treasurer of City of Omaha Convention Hotel Corporation, a Nebraska nonprofit corporation, on behalf of said nonprofit corporation.

(SEAL)




Jolayne R. Holzappel

Notary Public, State of Nebraska

My Commission Expires: *June 2, 2013*

MORTGAGE TRUSTEE:

FIRST AMERICAN TITLE INSURANCE
COMPANY, as Mortgage Trustee

By 
Title Vice President

[SIGNATURE PAGE TO SECOND MODIFICATION TO DEED OF TRUST]

4816-9708-6728.2

Second Modification to Deed of Trust

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on this 14 day of December, 2010, by Ellen Albrecht, V.P., on behalf of said company.

(SEAL)



Monica K. Hixson

Notary Public, State of Nebraska

My Commission Expires: 6/30/2014

[SIGNATURE PAGE TO SECOND MODIFICATION TO DEED OF TRUST]

4816-9708-6728.2

Second Modification to Deed of Trust

BENEFICIARY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Beneficiary

By: C. W. Shimi
Title: Vice President

[SIGNATURE PAGE TO SECOND MODIFICATION TO DEED OF TRUST]

4816-9708-6728.2

Second Modification to Deed of Trust

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on this 14th day of December, 2010, by CHAD W. SHIRK, Vice President, on behalf of said banking association.

(SEAL)



Jolayne R. Holzapfel
Notary Public, State of Nebraska

My Commission Expires: June 2, 2013

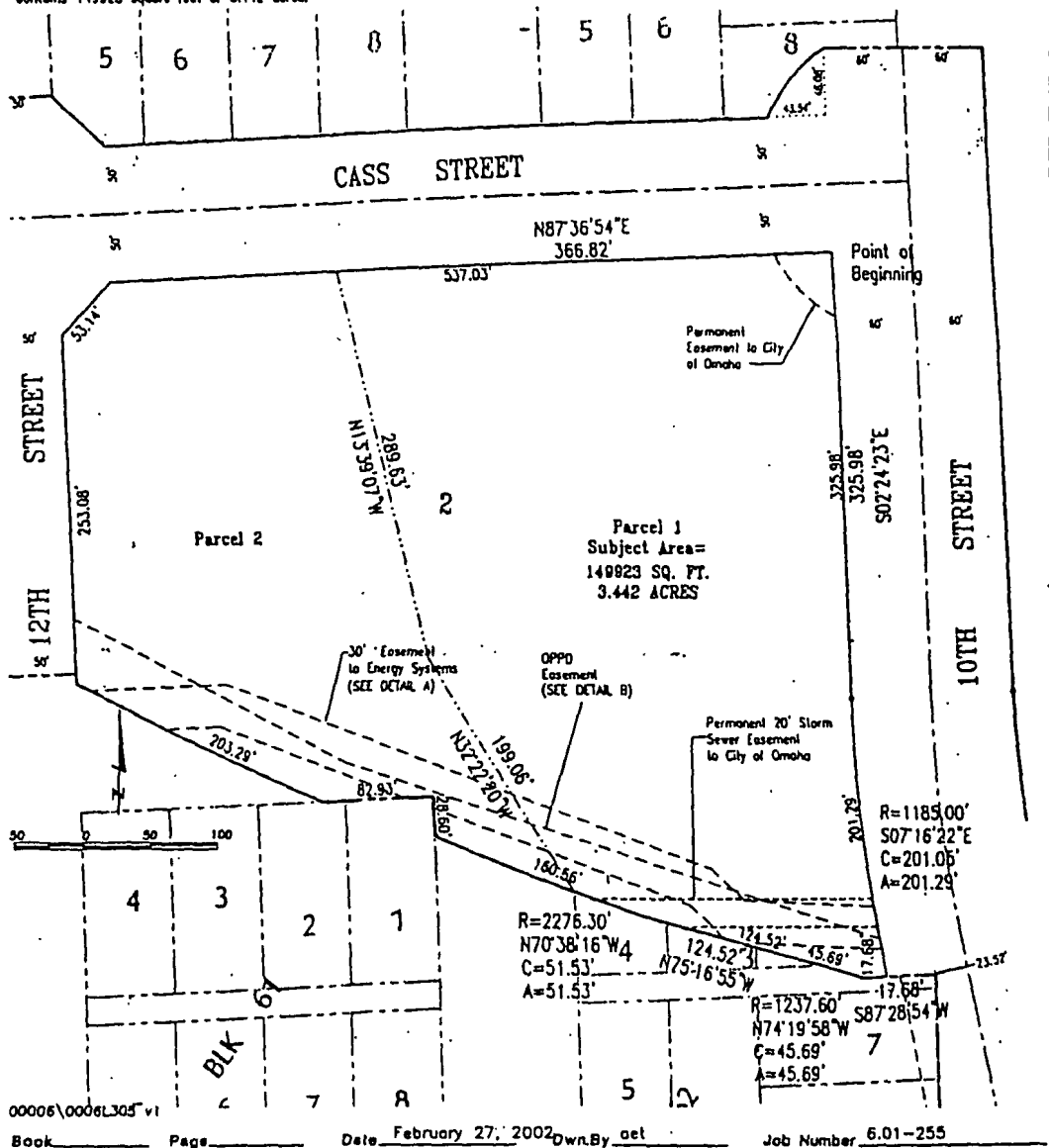
EXHIBIT A-1

Lot 2 UNION PACIFIC PLACE (Parcel 1)

LEGAL DESCRIPTION

That part of Lot 2, UNION PACIFIC PLACE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

Beginning at the northeast corner of said Lot 2, Union Pacific Place;
 Thence South 02°24'23" East (bearings referenced to the final plat of Union Pacific Place) for 325.98 feet along the east line of said Lot 2;
 Thence along a curve to the left (having a radius of 1185.00 feet and a long chord bearing South 07°16'22" East for 201.05 feet) for an arc length of 201.29 feet to the southeast corner of said Lot 2;
 Thence along the south line of said Lot 2, Union Pacific Place for the following four (4) courses;
 1) Thence South 87°28'54" West for 17.68 feet;
 2) Thence along a curve to the left (having a radius of 1237.60 feet and a long chord bearing North 74°19'58" West for 45.69 feet) for an arc length of 45.69 feet;
 3) Thence North 75°16'55" West for 124.52 feet;
 Thence along a curve to the right (having a radius of 2276.30 feet and a long chord bearing North 70°38'16" West for 51.53 feet) for an arc length of 51.53 feet;
 Thence North 37°22'20" West for 199.06 feet;
 Thence North 13°39'07" West for 289.63 feet to the north line of said Lot 2;
 Thence North 87°36'54" East for 366.82 feet to the POINT OF BEGINNING.
 Contains 149923 square feet or 3.442 acres.



Book _____ Page _____ Date February 27, 2002 Own By aet Job Number 6.01-255

lamp, ryneerson & associates, inc.
 engineers surveyors planners

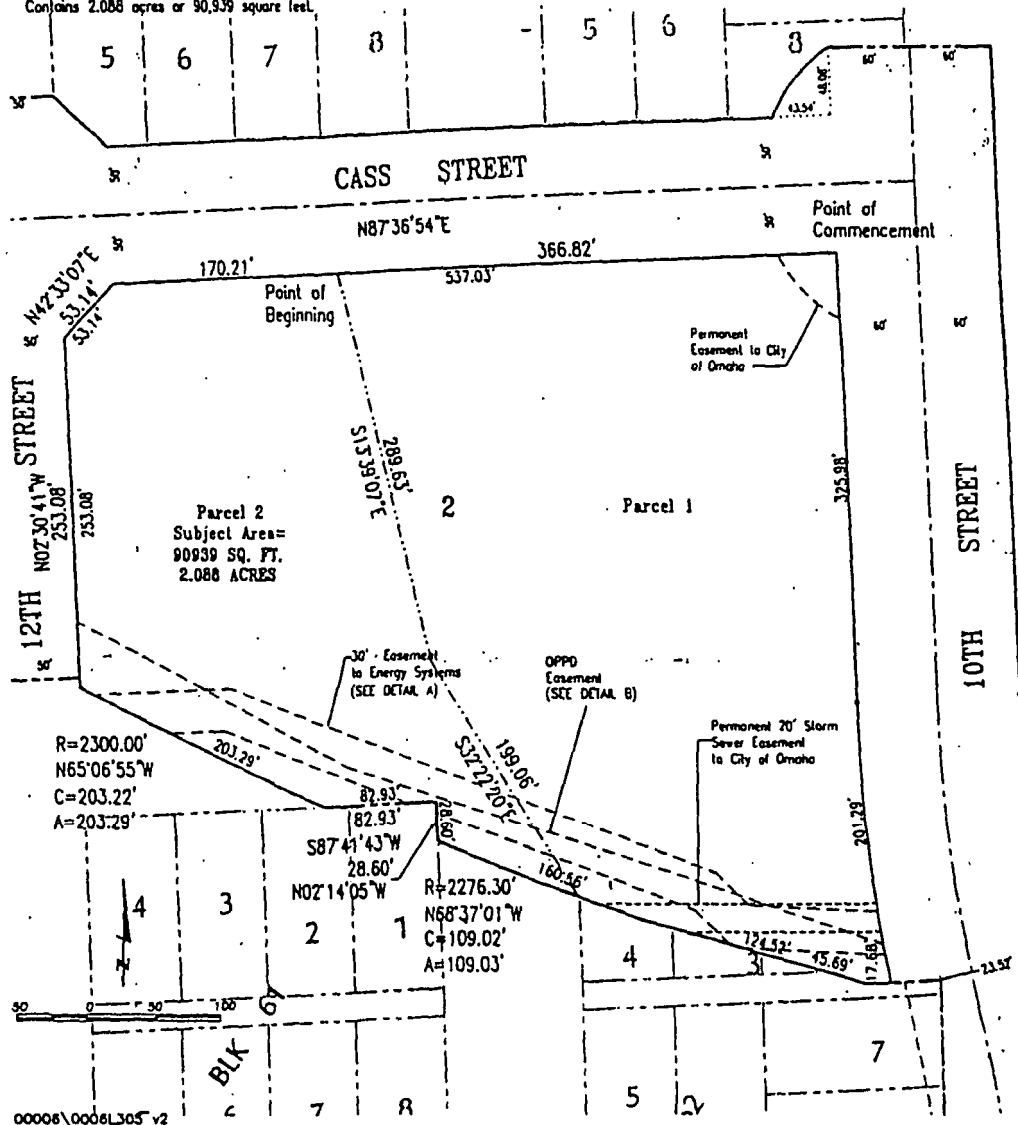
1110 west dodge road, suite 100 ph 402-496-2498

EXHIBIT A-2

Lot 2 UNION PACIFIC PLACE (Parcel 2)

LEGAL DESCRIPTION

That part of Lot 2, UNION PACIFIC PLACE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:
 Commencing at the northeast corner of said Lot 2, Union Pacific Place;
 Thence South 87°36'54" West (bearings referenced to the final plat of UNION PACIFIC PLACE) for 366.82 feet along the south right of way line of Cass Street to the TRUE POINT OF BEGINNING;
 Thence South 13°39'07" East for 289.63 feet;
 Thence South 32°22'20" East for 199.06 feet to the south line of Lot 2, UNION PACIFIC PLACE;
 Thence along a curve to the right (having a radius of 2276.30 feet and a long chord bearing North 68°37'01" West for 109.02 feet) for an arc length of 109.03 feet along said south line;
 Thence North 02°14'05" West for 28.60 feet along said south line to an angle point therein;
 Thence South 87°41'43" West for 82.93 feet along said south line to a point of curvature therein;
 Thence along a curve to the right (having a radius of 2300.00 feet and a long chord bearing North 65°06'55" West for 203.22 feet) for an arc length of 203.29 feet to the southwest corner of said Lot 2;
 Thence North 02°30'41" West for 253.08 feet along the east right of way line of 12th Street;
 Thence North 42°33'07" East for 53.14 feet along the east right of way line of 12th Street to the south right of way line of Cass Street;
 Thence North 87°36'54" East for 170.21 feet to the Point of Beginning.
 Contains 2.088 acres or 90,939 square feet.



Book _____ Page _____ Date February 27, 2002 Dwn By aet Job Number 6.01-255

lamp, rynearson & associates, inc.
 engineers surveyors planners
 402-486-2488

RIGHT OF WAY TRANSFER EXHIBIT

LEGAL DESCRIPTION

That portion of the existing Chicago Street right of way lying east of the east right of way line of 12th Street and south of Lot 2, UNION PACIFIC PLACE, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, described as follows:

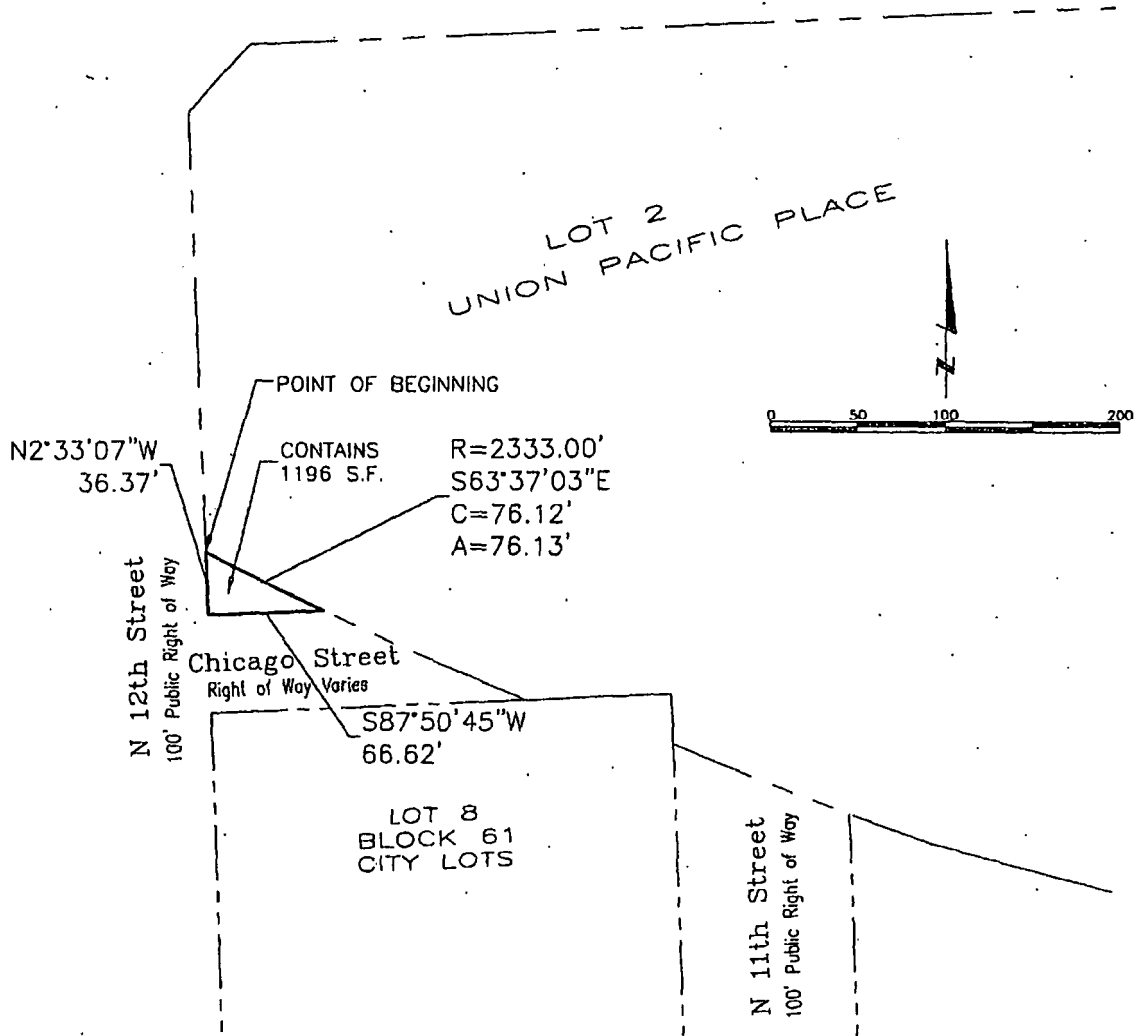
Beginning at the southwest corner of said Lot 2;

Thence along a curve to the left (having a radius of 2333.00 feet and a long chord bearing South 63°37'03" East (bearings referenced to the Final Plat of UNION PACIFIC PLACE) for 76.12 feet) for an arc length of 76.13 feet along the south line of said Lot 2;

Thence South 87°50'45" West for 66.62 feet to the extended east right of way line of 12th Street;

Thence North 02°33'07" West for 36.37 feet to the POINT OF BEGINNING.

Contains 1196 square feet



Lamp, Rynearson & Associates, Inc.
 14710 West Dodge Road, Suite 100
 Omaha, Nebraska 68154-2027

WWW.LRA-INC.COM

(Ph) 402.496.2498
 (Fax) 402.496.2730

drawn by: EAM
 designer: TLW
 job number-tasks: 01077.04-020
 date: 10-15-10
 book: 0177 Page
 file name: E101.dwg