

WHEN RECORDED MAIL TO:

First National Bank of Omaha
13th and N - Lincoln Branch
134 South 13th ST
Lincoln, NE 68508

FOR RECORDER'S USE ONLY



First National Bank

MODIFICATION OF DEED OF TRUST



#####580802012016

THIS MODIFICATION OF DEED OF TRUST dated February 1, 2016, is made and executed between Lincoln Hotel Group Investment, L.L.C., a Nebraska limited liability company, whose address is 5930 S 114th St, Lincoln NE 68526 ("Trustor") and First National Bank of Omaha, whose address is 13th and N - Lincoln Branch, 134 South 13th ST, Lincoln, NE 68508 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated August 28, 2015 (the "Deed of Trust") which has been recorded in Lancaster County, State of Nebraska, as follows:

Recorded August 31, 2015 at Instrument Number 2015037013 of the Records of Lancaster County, Nebraska.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Lancaster County, State of Nebraska:

Lot 5, South Lake Addition, Lincoln, Lancaster County, Nebraska.

Together with easement for benefit of said Lot 5 as created by Declaration of Easements, Covenants, and Restrictions, filed December 10, 2007 as Instrument Number 2007-59559 in the Lancaster County Register of Deeds office, Nebraska, over and across the land described as Lots 1, 2, 3, 4 and Outlot A, South Lake Addition, Lincoln, Lancaster County, Nebraska.

The Real Property or its address is commonly known as 9240 Andermall Drive, Lincoln, NE 68526.

MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

Maximum Lien. The lien of this Deed of Trust shall not exceed at any one time \$720,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

ELECTRONIC COPIES. Lender may copy, electronically or otherwise, and thereafter destroy, the originals of this Agreement and/or Related Documents in the regular course of Lender's business. All such copies produced from an electronic form or by any other reliable means (i.e., photographic image or facsimile) shall in all respects be considered equivalent to an original, and Borrower hereby waives any rights or objections to the use of such copies.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 1, 2016.

TRUSTOR:

LINCOLN HOTEL GROUP INVESTMENT, L.L.C.

By: 
John C. Kimpel, Manager of Lincoln Hotel Group Investment, L.L.C.

NO SOLA

MODIFICATION OF DEED OF TRUST
(Continued)

LENDER:

FIRST NATIONAL BANK OF OMAHA

x [Signature]
Nathan McKown, Director, Commercial Banking

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lancaster)

On this 5th day of February, 20 16, before me, the undersigned Notary Public, personally appeared John E Klimpel, Manager of Lincoln Hotel Group Investment, L.L.C., and known to me to be member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.



By [Signature]
Printed Name: Lisa D. Colberg
Notary Public in and for the State of NE
Residing at Lincoln, NE
My commission expires 7/16/19

LENDER ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Lancaster)

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared Nathan McKown, and known to me to be the Director, Commercial Banking, authorized agent for First National Bank of Omaha that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First National Bank of Omaha, duly authorized by First National Bank of Omaha through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of First National Bank of Omaha.



By [Signature]
Printed Name: Lisa D. Colberg
Notary Public in and for the State of NE
Residing at Lincoln, NE
My commission expires 7/16/19