

MORTGAGE MODIFICATION AGREEMENT
AND MODIFICATION OF ASSIGNMENT OF RENTS
(7201 Military Ave., Omaha, NE)

When recorded, mail to:

Equity Bank, 7701 E. Kellogg, Suite 100, Wichita, KS 67207

This Mortgage Modification Agreement and Modification of Assignment of Rents (this "**Modification**") is made and entered into to be effective as of December 18, 2017, by and between **CUSTARD CATS, LLC**, a Kansas limited liability company ("**Grantor**"), whose address is 520 McCall Road, Manhattan, Kansas 67205, and **EQUITY BANK** ("**Lender**") whose address is 7701 E Kellogg, Ste 100, Wichita, KS 67207.

RECITALS

- A. Lender previously made a loan (the "**Original Secured Loan**") to Grantor, which is currently evidenced by a certain Promissory Note dated September 2, 2015, executed by Grantor and payable to the order of Lender in the original principal amount of \$1,952,500.00 (as amended, the "**Original Secured Note**").
- B. To secure the Original Secured Loan, Grantor executed and delivered to Lender a certain Construction Mortgage filed of record in the land records of Douglas County, Nebraska as Instrument No. 2015103372 (the "**Mortgage**") encumbering the real property described therein and in Exhibit A attached hereto and incorporated herein by reference (the "**Premises**") and a certain Assignment of Rents filed of record in the land records of Douglas County, Nebraska as Instrument No. 2016077230 (the "**Assignment**").
- C. Contemporaneously herewith, Lender is making certain Loans (the "**Consolidation Loans**") to Wildcat Steakburgers, LLC, a Kansas limited liability company ("**Borrower**") for the purpose of refinancing certain indebtedness of Grantor and certain affiliates of Grantor to Lender, including, without limitation, the Original Secured Loan. The Consolidation Loans are evidenced by the following promissory notes executed by Borrower and payable to Lender: (i) a certain Promissory Note dated December 18, 2017, in the original principal amount of \$2,904,410.75 (the "**Equipment Note**"); (ii) a certain Promissory Note dated December 18, 2017, in the original principal amount of \$10,844,450.15 (the "**Restaurant RE Note**"); and (iii) a certain Promissory Note dated December 18, 2017, in the original principal amount of \$375,000.00 (the "**Land Note**").

and, together with the Equipment Note and the Restaurant RE Note, collectively, the "Notes").

- D. Grantor and Lender desire to amend the Mortgage and Assignment to secure all obligations of both Grantor and Borrower to Lender.
- E. Capitalized terms used and not otherwise defined in this Modification shall have the meanings assigned thereto under the Mortgage.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals set forth hereinabove, the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Specific Mortgage Amendments. Grantor and Lender agree that the Mortgage is hereby amended as follows:

(a) The paragraph of the Mortgage titled "CROSS COLLATERALIZATION" is hereby deleted in its entirety and the following new paragraph is inserted in lieu thereof:

"CROSS COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor and Borrower (or either of them) to Lender, as well as all claims by Lender against Grantor and Borrower (or either of them), whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor or Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable."

(b) The paragraph of the Mortgage titled "FUTURE ADVANCES " is hereby deleted in its entirety and the following new paragraph is inserted in lieu thereof:

"FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor and Borrower (or either of them) whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor and Borrower (or either of them), together with interest thereon."

(c) The defined term "Borrower" as set forth in the Mortgage is hereby deleted in its entirety and the following definition is inserted in lieu thereof:

"Borrower. The word "Borrower" means Wildcat Steakburgers, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns."

(d) The defined term "Note" as set forth in the Mortgage is hereby deleted in its entirety and the following definition is inserted in lieu thereof:

"Note. The word "Note" means, collectively (i) the Promissory Note dated December 18, 2017, executed by Borrower in favor of Lender in the original principal amount of \$2,904,410.75, (ii) the Promissory Note dated December 18, 2017, executed by Borrower in favor of Lender in the original principal amount of \$10,844,450.15, and (iii) the Promissory Note dated December 18, 2017, executed by Borrower in favor of Lender in the original principal amount of \$375,000.00, together with all renewals of, extensions of, modifications of, refinancings of, and substitutions for any of said promissory notes."

2. Specific Assignment Amendments. Grantor and Lender agree that the Assignment of Rents is hereby amended as follows:

(a) The paragraph of the Assignment titled "CROSS COLLATERALIZATION" is hereby deleted in its entirety and the following new paragraph is inserted in lieu thereof:

"CROSS COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor and Borrower (or either of them) to Lender, as well as all claims by Lender against Grantor and Borrower (or either of them), whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor or Borrower may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable."

(b) The paragraph of the Assignment titled "FUTURE ADVANCES " is hereby deleted in its entirety and the following new paragraph is inserted in lieu thereof:

"FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor and Borrower (or either of them) whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor and Borrower (or either of them), together with interest thereon."

(c) The defined term "Borrower" as set forth in the Assignment is hereby deleted in its entirety and the following definition is inserted in lieu thereof:

"Borrower. The word "Borrower" means Wildcat Steakburgers, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns."

(d) The defined term "Note" as set forth in the Assignment is hereby deleted in its entirety and the following definition is inserted in lieu thereof:

"Note. The word "Note" means, collectively (i) the Promissory Note dated December 18, 2017, executed by Borrower in favor of Lender in the original principal amount of \$2,904,410.75, (ii) the Promissory Note dated December 18, 2017, executed by Borrower in favor of Lender in the original principal amount of \$10,844,450.15, and (iii) the Promissory Note dated December 18, 2017, executed by Borrower in favor of Lender in the original principal amount of \$375,000.00, together with all renewals of, extensions of, modifications of, refinancings of, and substitutions for any of said promissory notes."

3. Ratification of Loan Documents. Grantor hereby ratifies and confirms the terms, covenants, conditions and provisions of the Mortgage and Assignment, as amended hereby, and confirms that the Mortgage and Assignment secure the Note, as defined herein. Grantor further represents and warrants that all representations and warranties of Grantor contained in the Mortgage remain true and correct as of the date of this Modification.

4. Waiver and Release. Grantor hereby acknowledges and agrees that there are no offsets, counterclaims or defenses to, or with respect to, the obligations of Grantor under the Mortgage, as modified hereby, and, to the extent Grantor has or may have any such offsets, counterclaims or defenses of any nature whatsoever related to the Mortgage, as modified hereby, Grantor hereby expressly waives and releases the any and all such offsets, counterclaims or defenses which may exist on the date of this Modification. Grantor further hereby releases and forever discharges Lender and all of its directors, officers, employees, agents, affiliates, attorneys, successors and assigns from any and all causes of action, demands, claims, damages and liabilities whatsoever with respect to this Modification or the Mortgage which arose prior to or are based, directly or indirectly, upon acts, omissions, or circumstances which occurred or existed prior to the date of this Modification.

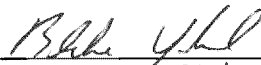
5. Counterpart Signatures. This Modification may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

6. Binding Agreement. This Modification shall be binding upon, and shall inure to the benefit of, Grantor, Lender and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the date first above written.

Lender:

EQUITY BANK

By: 
Print Name: Blake Yunkel
Title: Business Lending officer

Borrower:

CUSTARD CATS, LLC

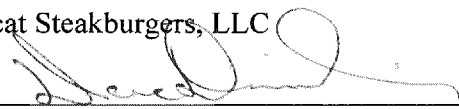
By: Wildcat Steakburgers, LLC

David L. Dreiling, as Trustee of the David L. Dreiling Trust dated January 25, 2010, its Member

EXHIBIT A
[Legal Description]

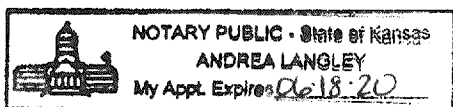
LOTS ONE (1) AND TWO (2), BENSON ACRES REPLAT 8, CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA.

STATE OF Kansas)
)
COUNTY OF Pottawatomie) ss.

The foregoing instrument was acknowledged before me this 20th day of December 2017, by David L. Dreiling, as Trustee of the David L. Dreiling Trust dated January 25, 2010, a member of Wildcat Steakburgers, LLC, as member (or agent) on behalf of CUSTARD CATS, LLC, a Kansas limited liability company.

Andrea Langley

Printed Name: Andrea Langley
Notary Public in and for the State of Kansas
Residing at: 221 Kelly Lane, St. George
My Commission Expires: 06-18-20



STATE OF Kansas)
)
COUNTY OF Sedgewick) ss.

The foregoing instrument was acknowledged before me this 26th day of December, 2017, by Blake Yaker, as Lending Officer of Equity Bank, a Kansas banking corporation, on behalf of the corporation.

Brandy Doby

Printed Name: Brandy Doby
Notary Public in and for the State of Kansas
Residing at: 7701 E Kellogg Ste 100
My Commission Expires: 1-28-19

