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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 6/4/2015 11:55:14.54



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THE ABOVE SPACE IS FOR THE REGISTER OF DEEDS RECORDING INFORMATION

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Return to: Brandon S. Connick  
PO Box 790  
Grand Island NE 68802-0790

SECOND DEED OF TRUST MODIFICATION AGREEMENT

THIS SECOND DEED OF TRUST MODIFICATION AGREEMENT ("Second Deed of Trust Modification") is executed as of March 18, 2015, by and between NISSAN OF OMAHA, LLC, a Delaware Limited Liability Company ("Trustor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary").

RECITALS

A. Trustor owns the following described real property ("Property"):

Lot 5, in West Dodge Place, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska ("Tract 1"); and

Lot 6, in West Dodge Place, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska, EXCEPT that part thereof conveyed to The State of Nebraska, Department of Roads, included within the following described tract:

A tract of land located in the South Half of the Southwest Quarter (S½SW¼) of Section 16, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, described as follows:

Referring to the Southwest corner of said Quarter Section; thence Easterly, a distance of 404.62 meters (1,327.50 feet), along the South line of said Quarter Section; thence Northerly, deflecting 90°29'40" left a distance of 45.00 meters (147.64 feet), along the West line of the Southeast Quarter of the Southwest Quarter, to the Point of Beginning; thence Northerly, deflecting 00°00'00", a distance of 5.00 meters (16.41 feet), along said line; thence Easterly, deflecting 91°28'26" right, a distance of 25.25 meters (82.85 feet); thence Easterly, deflecting 00°58'46" left, a distance of 79.68 meters (261.43 feet); thence Easterly, deflecting 20°49'57" right, a distance of 12.85 meters (42.16 feet), to a point on the Northerly West Dodge Road right-of-way line; thence Westerly,

deflecting 159°10'03" right, a distance of 116.90 meters (383.53 feet), along the Northerly West Dodge Road right-of-way line, to the Point of Beginning. ("Tract 2").

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- B. Pursuant to the terms of a Promissory Note Secured By Deed of Trust executed as of November 1, 2011, as amended by a Modification of Promissory Note dated as of October 22, 2012 (collectively the "Note"), Beneficiary loaned to Trustor the principal sum of EIGHT MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$8,500,000.00). The Note was secured, in part, by a Construction Security Agreement, Deed of Trust and Assignment of Rents and Leases executed as of November 1, 2011 and filed of record in the office of the Register of Deeds, Douglas County, Nebraska on November 28, 2011, as Instrument No. 2011101624 and re-recorded on December 7, 2011 as Instrument No. 2011105104, as amended by a Deed of Trust Modification Agreement dated October 22, 2012 filed of record in the office of the Register of Deeds, Douglas County, Nebraska on November 1, 2012, as Instrument No. 2012111518 (collectively the "Deed of Trust").
- C. Pursuant to a Second Modification of Promissory Note of even date herewith, Trustor has requested and Beneficiary has agreed to re-advance to Trustor the principal sum of NINE HUNDRED NINETY-ONE THOUSAND SIX HUNDRED SIXTY-SIX AND 76/100 DOLLARS (\$991,666.76) under the Note.
- D. Notwithstanding that the Deed of Trust contains a future advances clause, Trustor and Beneficiary desire to amend the provisions of the Deed of Trust to specify that the aforesaid re-advance is secured by the Deed of Trust.

NOW, THEREFORE, Trustor and Beneficiary agree as follows:

1. The recitals set forth above are incorporated herein by this reference.
2. Section 2.1(a) of the Deed of Trust is hereby amended so that said Section 2.1(a) shall hereafter appear in its entirety as follows:
  - (a) payment to Beneficiary of all sums at any time owing and performance of all other obligations arising under or in connection with that certain Promissory Note Secured by Deed of Trust executed as of November 1, 2011, as amended by that certain Modification of Promissory Note dated October 22, 2012 and by that certain Second Modification of Promissory Note of even date herewith (collectively, "Note"), in the maximum principal amount of EIGHT MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$8,500,000.00), with interest as provided therein, executed by Trustor and payable to Beneficiary or its order, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Note, whether or not specifically referenced therein.

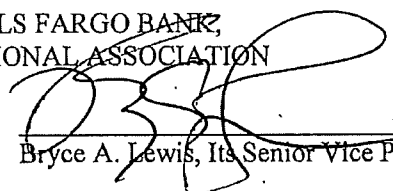
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- 3. Trustor further covenants to and with Beneficiary that Trustor shall, and will, at any time, now or later, upon request, make, do, execute and deliver all such further and other acts, deeds and things as shall be reasonably required to effectuate the intention of this Second Deed of Trust Modification and to insure and confirm to the Beneficiary all and singular the property, securities and rights described, and intended to be conveyed, as security so as to render the same, and all portions, whether now owned or later acquired, subject to these terms, provisions and conditions according to the true intent and purposes expressed.
- 4. The failure of the Beneficiary, at any time, to require the performance by the Trustor of any of these terms, covenants and agreements shall, in no way, affect its rights to enforce the same; nor the waiver by the Beneficiary of any breach of any term, covenant or agreement be taken or held to be a waiver of any succeeding breach of any such term, covenant or agreement, or as a waiver of the term, covenant and Agreement itself.
- 5. Except as expressly set forth herein, all terms and conditions of the Deed of Trust remain in full force and effect, without waiver or modification. This Second Deed of Trust Modification and the Deed of Trust shall be read together, as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Second Deed of Trust Modification to be executed as of the day and year first written above.


"BENEFICIARY"

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By:   
Bryce A. Lewis, Its Senior Vice President

"TRUSTOR"

NISSAN OF OMAHA, LLC, A Delaware Limited Liability Company

By:  3-18-2015  
Eric W. Chelline, Manager

15085F10017



STATE OF VA )  
 )  
COUNTY OF Alexandria )

The foregoing instrument was acknowledged before me on March 21, 2015 by Eric W. Chelline, one of the Managers of the Management Committee of Nissan of Omaha, LLC, a Delaware Limited Liability Company on behalf of said Company.

Ulugbek  
Notary Public

My commission expires: 08/31/2018

STATE OF FLA )  
 )  
COUNTY OF Hillsborough )

The foregoing instrument was acknowledged before me on March 27, 2015, by Bryce A. Lewis, Senior Vice President of Wells Fargo Bank, National Association, on behalf of said Bank.

Monica Joyner  
Notary Public

My Commission Expires: 3/5/2019

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