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**FIRST AMENDMENT TO DECLARATION OF
EASEMENTS, COVENANTS AND RESTRICTIONS**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "First Amendment") is made this 16 day of MARCH, 2016 (the "Effective Date"), by and among GRATOPP HOLDINGS, LLC, a Nebraska limited liability company (hereinafter referred to as "Gratopp Holdings"), PINNACLE BANK (hereinafter referred to as "Pinnacle"), and VETERANS DRIVE VENTURES, LLC, a Nebraska limited liability company (hereinafter referred to as "VDV"; Gratopp Holdings, Pinnacle and VDV shall be collectively referred to herein as the "Parties").

RECITALS:

WHEREAS, Gratopp Holdings is the owner of the real property legally described as Lots 1 and 2, inclusive, High Point Replat 8, a Subdivision as surveyed, platted, and recorded in Douglas County, Nebraska (the "Gratopp Holdings Property"), which property was formerly legally described as Lot 2, High Point Replat 4, a Subdivision as surveyed, platted, and recorded in Douglas County, Nebraska, and was split into the two (2) lots described above pursuant to a replatting (the "Lot Split").

WHEREAS, Pinnacle is the owner of the real property legally described as Lot 1, High Point Replat 4, a Subdivision as surveyed, platted, and recorded in Douglas County, Nebraska (the "Pinnacle Property").

WHEREAS, VDV is the owner of the real property legally described as Lot 2, Zandel Replat, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska, formerly legally described as Lot 4, High Point, a Subdivision as surveyed, platted, and recorded in Douglas County, Nebraska (the "VDV Property").

WHEREAS, the Parties are parties to that certain Declaration of Easements, Covenants and Restrictions recorded August 11, 2015 as Instrument No. 2015066745 with the Douglas County, Nebraska Register of Deeds (the "Declaration"), which Declaration sets forth the

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Parties' agreements relating to certain conditions, covenants, easements and restrictions against the Gratopp Holdings Property, Pinnacle Property and VDV Property.

WHEREAS, as a result of the Lot Split, the Parties desire to amend the Declaration as of the Effective Date.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms used in this First Amendment shall have the meanings set forth in the Declaration except as otherwise defined herein.

2. Amendment to Section 5.2. Section 5.2 is hereby deleted in its entirety and is replaced with the following:

"Pinnacle, or its successors, shall be responsible for contracting for or performing maintenance, repair and replacement of the paving and curb of Access Easement Area. Said costs shall include an administration fee to be paid to Pinnacle of Five percent (5%) of the maintenance, repair or replacement up to a cost of Ten Thousand Dollars (\$10,000.00) per incidence of repair and replacement and five percent (5%) of said costs which exceed ten thousand dollars (\$10,000.00).

The cost therefor shall be paid one-half (1/2) by Pinnacle, one-quarter (1/4) by the owner of Lot 1, High Point Replat 8, and one-quarter (1/4) by the owner of Lot 2, High Point Replat 8 until such time as the VDV Property is developed and, thereafter divided as follows:

Pinnacle Property: one-third (1/3)

VDV Property: one-third (1/3)

Lot 1, High Point Replat 8: one-sixth (1/6)

Lot 2, High Point Replat 8: one-sixth (1/6)

3. Amendment to Exhibit "A". Exhibit "A" to the Declaration is deleted in its entirety and replaced with the Exhibit "A" attached hereto.

4. No Other Amendment. Except as specifically set forth herein, the Declaration shall remain in full force and effect.

5. Counterparts. This First Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[Remainder of page left intentionally blank; execution page follows.]

IN WITNESS WHEREOF, the undersigned has executed this First Amendment on the day and year first above written.

GRATOPP HOLDINGS, LLC,
a Nebraska limited liability company,

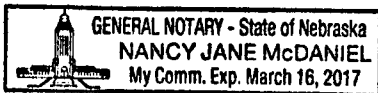
By: 
Name: RYAN GRATOP
Title: PRESIDENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged, subscribed and sworn to before me by 16
March, 2016 of GRATOPP HOLDINGS, LLC, a Nebraska
limited liability company, on behalf of said limited liability company, this 16 day of
March, 2016.

ⁿ
Ryan Grato, President

[Seal]

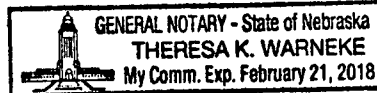



Notary Public

PINNACLE BANK

By: [Signature]
Name: Matt Dinsdale
Title: Regional President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

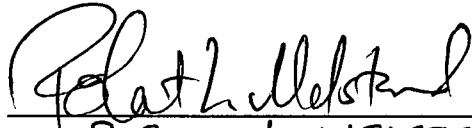


On this 11th day of March, 2016, before me the undersigned notary public, personally came Matt Dinsdale, Regional President of **Pinnacle Bank**, known to be to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of the company.

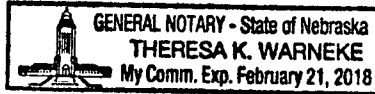
[Signature]
Notary Public

My Commission expires: February 21, 2018

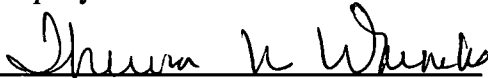
VETERANS DRIVE VENTURES, LLC,
a Nebraska limited liability company

By: 
Name: ROBERT L. WELSTEAD
Title: Manager

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)



On this 10th day of March, 2016, before me the undersigned notary public, personally came Robert L. Welstead, manager of **Veterans Drive Ventures, LLC**, a Nebraska limited liability company, known to be to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of the company.


Notary Public

My Commission expires: February 21, 2018

Exhibit "A"
ACCESS EASEMENT AREA B

