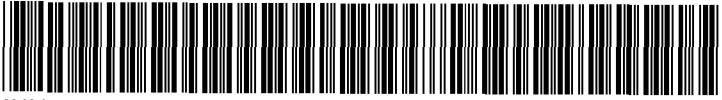




MISC 2015042751



JUN 02 2015 11:48 P 5

Fee amount: 34.00
FB: 07-05674
COMP: SB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
06/02/2015 11:48:47.00



2015042751

This Instrument was prepared by:
Andrew Romshek
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102

Upon Recordation, Return to:
Mortgage Loan Department
First National Bank of Omaha
Third Floor, First National Plaza
11404 West Dodge Road
Omaha, Nebraska 68154

MEMORANDUM OF AGREEMENT

THIS IS A MEMORANDUM OF AGREEMENT dated as May 29, 2015 by and between **FIRST NATIONAL BANK OF OMAHA**, and its successors and assigns (in such capacity, the "Senior Lender"), having an office at 1620 Dodge Street, Omaha, Nebraska 68102, Attn: Senior Officer, Mortgage Loan Department, and **CMB NEBRASKA INFRASTRUCTURE INVESTMENT GROUP 47, LP**, a Delaware limited partnership, and its successors and assigns (in such capacity, the "Mezzanine Lender"), having an office at 7819 42nd Street West, Rock Island, Illinois 61201. For good and valuable consideration, Senior Lender and Mezzanine Lender have entered into that certain Intercreditor Agreement of even date herewith (as the same may hereafter be amended, modified, supplemented or restated, the "Agreement") by and between Senior Lender and Mezzanine Lender to evidence Senior Lender's and Mezzanine Lender's agreement with respect to (i) the relative priority of the payment of, and the liens securing, that certain loan made by Senior Lender (the "Senior Loan") to Capitol District Hotel, LLC ("Borrower") and that certain loan made by Mezzanine Lender (the "Mezzanine Loan") to Borrower, and (ii) the relationship between the Mezzanine Loan and the documents and instruments securing or otherwise relating to the Mezzanine Loan (as the same may from time to time be amended, consolidated, renewed or replaced), on the one hand, and the Senior Loan and the documents and instruments securing or otherwise relating to the Senior Loan (as the same may from time to time be amended, consolidated, renewed or replaced), on the other hand, all as more particularly set forth in the Agreement. Pursuant to that certain Construction Deed of Trust, Security Agreement and Assignment of Rents dated as of May 29, 2015 (including any

and all renewals, modifications, amendments, restatements, consolidations, substitutions, replacements and extensions thereof) from Borrower for the benefit of Senior Lender and that certain Deed of Trust, Security Agreement and Assignment of Rents to be dated as of the Initial Funding Date as defined in the Mezzanine Loan Agreement (as defined in the Agreement) (including any and all renewals, modifications, amendments, restatements, consolidations, substitutions, replacements and extensions thereof) by Borrower for the benefit of Mezzanine Lender, each of the Senior Loan and the Mezzanine Loan are secured by certain real property owned by Borrower and more particularly described on Exhibit A hereto.

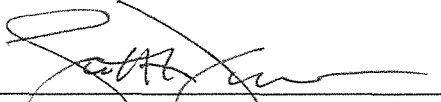
The purpose of this Memorandum of Agreement is to give record notice of the Agreement and the rights created thereby, all of which are hereby confirmed and this shall not have the effect of in any way amending, modifying, supplementing or abridging the Agreement or any of its provisions as the same are now or may hereafter be in force and effect. The Agreement provides, among other things, that Mezzanine Lender subordinates and makes junior the Mezzanine Loan, the Mezzanine Loan Documents and the liens and security interests created thereby to the Senior Loan, the Senior Loan Documents and the liens and security interests created thereby unless otherwise provided for in the Agreement. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Agreement. In the event of any conflict between the provisions of the Agreement and this Memorandum of Agreement, the provisions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed on the date set forth below.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

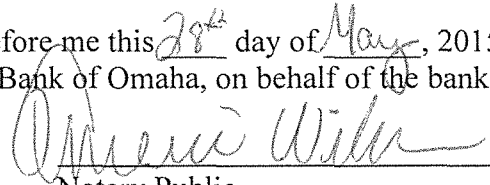
SENIOR LENDER:

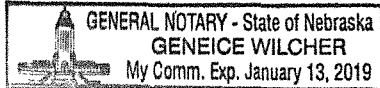
FIRST NATIONAL BANK OF OMAHA

By: 
Name: Scott W. Damrow
Title: Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 28th day of May, 2015, by Scott W. Damrow, a Vice President of First National Bank of Omaha, on behalf of the bank.

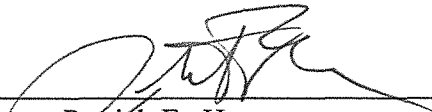

Notary Public



MEZZANINE LENDER:


**CMB NEBRASKA INFRASTRUCTURE
INVESTMENT GROUP 47, LP,**
a Delaware limited partnership

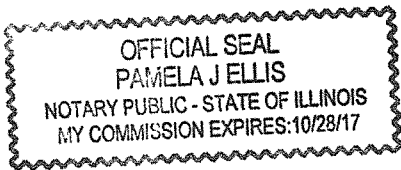
By: CMB EXPORT LLC,
a California limited liability company
Its: General Partner

By: 
Name: Patrick F. Hogan
Title: Manager

STATE OF Illinois)
) ss.
COUNTY OF Rock Island

The foregoing instrument was acknowledged before me this 29 day of May, 2015, by Patrick F. Hogan, Manager of CMB Export LLC, the general partner of CMB Nebraska Infrastructure Investment Group 47, LP, a Delaware limited partnership, on behalf of the company.


Notary Public



Commission # 793489

EXHIBIT A

Legal Description

Lot 2, in THE CAPITOL DISTRICT REPLAT 1, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.