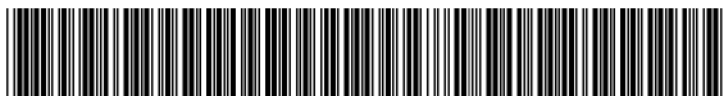




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MAR 10 2017 17:06 P 5

Fee amount: 34.00  
FB: 01-60000  
COMP: YT

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
03/10/2017 17:06:08.00



This instrument prepared by:  
Kris M. Dekker, Esq.  
Spencer Fane LLP  
1000 Walnut, Suite 1400  
Kansas City, Missouri 64106  
(816) 474-8100

### DEED OF TRUST MODIFICATION AGREEMENT

THIS DEED OF TRUST MODIFICATION AGREEMENT ("Agreement") is made as of February 7, 2017 (the "Effective Date"), by BOUNDLESS ENTERPRISES, LLC, a Nebraska limited liability company, having an address at 6824 J Street, Omaha, Nebraska 68117 (together with its successors and permitted assigns, "Grantor"), and ENTERPRISE BANK & TRUST, a Missouri Chartered Trust Company, having an office at 12695 Metcalf Avenue, Overland Park, Kansas 66213 (together with any subsequent holder or holders of the Notes (as defined below), "Lender").

#### RECITALS:

A. Grantor has previously executed and delivered to Lender that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing made by Borrower to Lender, recorded March 16, 2015 as Instrument No. 2015018241 of the Register of Deeds for Douglas County, Nebraska (as amended, modified, replaced and/or restated from time to time, the "Deed of Trust").

B. The Deed of Trust encumbers the real property described in Exhibit A attached hereto and incorporated herein by reference and has heretofore secured the Loans (as defined in the Deed of Trust).

C. Grantor has requested that Lender modify certain terms of the Loans (the "Loan Modification") pursuant to the terms of that certain Third Loan Modification Agreement made among Lender, Borrower guarantors of the Loan and Linda Eckles on even date herewith (the "Loan Modification Agreement").

D. The Loans will be evidenced by the Notes (as such term is defined in the Loan Modification Agreement).

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E. As a condition to entering into the Loan Modification Agreement, Lender requires Grantor to modify certain terms of the Deed of Trust as set forth herein, and Grantor desires to do so.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, receipt and sufficiency of which is acknowledged, Grantor and Lender agree as follows:

1. Modification of Loan and Deed of Trust. The following provisions shall control and be deemed to amend all inconsistent provisions of the Deed of Trust as necessary to give full force and effect to the following as of the Effective Date:

(a) Notes. Any and all references in the Deed of Trust to the "Notes" shall hereafter refer to the Notes.

(b) Loan Documents. Any and all references in the Deed of Trust to the Loan Documents shall henceforth mean the "Loan Documents" as such term is defined in the Loan Modification Agreement.

2. No Adverse Effect on Liens. Borrower and Lender intend that nothing contained herein is intended to change or adversely affect the perfection or priority of the lien or security interests granted under the Deed of Trust as security for the Loans.

3. No Novation. Nothing in this instrument is intended to and shall not constitute a novation of the debt secured by the Deed of Trust, and such debt remains in full force and effect as henceforth evidenced by the Notes.

4. Applicable Law, etc. This Agreement shall be governed by the laws of the State of Nebraska, without giving effect to principles of conflict of laws, and may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

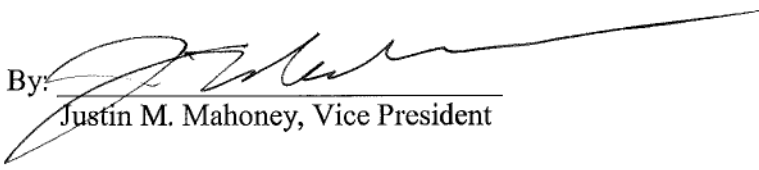
5. Successors and Assigns. This instrument shall be binding upon and inure to the benefit of the successors and assigns to the parties to this instrument.

6. No Implied Modification. Except as expressly modified in this instrument, the Deed of Trust is hereby ratified and confirmed, and remains in full force and effect in accordance with its terms.

"LENDER":

ENTERPRISE BANK & TRUST,  
a Missouri Chartered Trust Company

By:

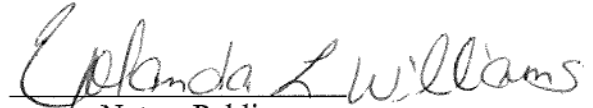
  
Justin M. Mahoney, Vice President

ACKNOWLEDGMENT

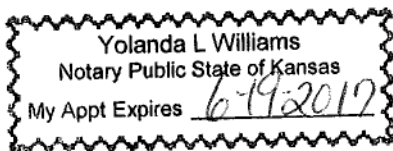
STATE OF Kansas,  
COUNTY OF Johnson ) ss:

On this 7 day of February, 2017, before me, a Notary Public in and for said County and State, personally appeared Justin M. Mahoney, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the Vice President of Enterprise Bank & Trust, a Missouri Chartered Trust Company, and that said instrument was signed on behalf of said trust company by authority of its Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

  
Notary Public

My Commission Expires:



## Deed of Trust Modification Agreement

**EXHIBIT A**  
**LEGAL DESCRIPTION**

A tract of land situated in the Northwest Quarter of Section 1, Township 14 North, Range 12 East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, described as follows:

Commencing at the Northwest corner of said Section 1 and running thence South along the West line of said Section 1, (being the centerline of 72nd Street) a distance of 1,664.80 feet to a point; thence due East a distance of 33.00 feet to a point on the North line of "J" Street; thence South 88°56' East along the North line of "J" Street a distance of 1,286.50 feet to a point; thence continuing along the North line of "J" Street South 89°50' East a distance of 17.00 feet to the point of beginning; thence from said point of beginning, continuing along the North line of "J" Street South 89°50' East 250.00 feet to a point; thence North 00°05' West a distance of 380.30 feet to a point; thence North 89°54' West a distance of 250 feet to a point; thence South 00°05' minutes East, a distance of 380.00 feet to the point of beginning. (The West line of said Section 1 is assumed as true North and South for the purposes of this description)

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