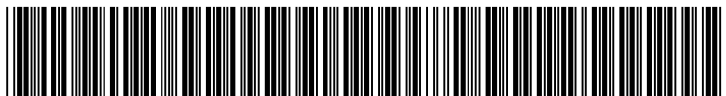




MISC 2015063061



JUL 30 2015 11:04 P 8

Fee amount: 52.00
FB: 07-05674
COMP: LC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
07/30/2015 11:04:53.00



2015063061

THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

**THIS PAGE INCLUDED
FOR INDEXING**

Recording Requested by:

Richard Lind, Esq.
Marriott International, Inc.
10400 Fernwood Road
Dept. 52/923.28
Bethesda, MD 20817

Document Prepared by:

Marriott International, Inc.
10400 Fernwood Road
Dept. 52/923.28
Bethesda, MD 20817

When Recorded, Mail to:

Mr. Everitte Finch
Title Officer **739402**
National Commercial Services
1825 Eye Street NW, Suite 302
Washington, DC 20006

This space reserved for Recorder's use only.

MEMORANDUM OF RIGHT OF FIRST REFUSAL

MEMORANDUM OF RIGHT OF FIRST REFUSAL

This Memorandum of Right of First Refusal ("Memorandum"), dated as of May 29, 2015 between Marriott International, Inc. ("Franchisor") and Capitol District Hotel, LLC, a Nebraska limited liability company ("Franchisee").

RECITALS:

A. Franchisor and Franchisee have entered into a Franchise Agreement dated December 10, 2013 (the "Agreement"), relating to that certain real property located in the City of Omaha, County of Douglas, State of Nebraska, more fully described on Exhibit 1 attached hereto.

B. Franchisor and Franchisee are executing and delivering this Memorandum in accordance with Section 17.5 of the Agreement for the purpose of submitting it to be recorded among the Land Records of Douglas County, State of Nebraska (the "Local Jurisdiction").

AGREEMENT:

NOW THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto state as follows with respect to the Agreement:

1. Grant of Right of First Refusal. Pursuant to Section 17 of the Agreement, Franchisee has granted Franchisor the right of first refusal (the "Right of First Refusal") to purchase the real estate located in the Local Jurisdiction, and more particularly described on Exhibit 1 attached hereto and made a part hereof, together with the improvements thereto (the "Premises"), upon the terms contained in Section 17.4, Section 17.5 and Section 17.6 of the Agreement.

2. Interest in Real Estate and Injunctive Relief. Franchisee acknowledges that Franchisor's rights under Section 17.4 of the Agreement are real estate rights in the Premises. Franchisee acknowledges and agrees that damages are not an adequate remedy if Franchisee breaches its obligations under Section 17.4 of the Agreement and that Franchisor will be entitled to injunctive relief to prevent or remedy such breach without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting a bond.

3. Term. The Right of First Refusal will terminate upon the termination of the Agreement; provided that in the event of an early termination of the Agreement, the Right of First Refusal will survive such early termination in accordance with the provisions of Section 17.6 of the Agreement.

4. Subordination. Franchisor's rights in real estate under Section 17.4 of the Agreement will only be subordinate to the exercise of the rights of Lenders under a mortgage or security deed secured by the Premises, only if and for so long as: (i) the Lender is not a Competitor or Affiliate of a Competitor (as those terms are defined in the Agreement); (ii) any such mortgage or security deed is and remains validly recorded and in full force and effect; and (iii) the indebtedness underlying such mortgage or security deed complies with the requirements of Section 5.2 of the Agreement.

5. Addresses. Franchisor's address, as set forth in the Agreement, is 10400 Fernwood Road, Bethesda, MD 20817, Attn: Law Department 52/923:27. Franchisee's address, as set forth in the Agreement, is 1414 Harney Street, Suite 400, Omaha, NE 68102.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed, under seal, by their duly authorized representatives, as of the date first above written.

FRANCHISOR:

MARRIOTT INTERNATIONAL, INC.

By: have Brown (SEAL)
Name: William P. Brown
Title: Vice President

FRANCHISEE:

CAPITOL DISTRICT HOTEL, LLC
a Nebraska limited liability company

By: Capitol District Hotel Manager, LLC
Its: Member and Managing Member

By: The Capitol District, LLC
Its: Sole Member

By: MTM Capitol District, LLC
Its: Administrative Member

By: _____ (SEAL)
Name: Michael T. Moylan
Title: Sole Member

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed, under seal, by their duly authorized representatives, as of the date first above written.

FRANCHISOR:

MARRIOTT INTERNATIONAL, INC.

By: _____ (SEAL)

Name:

Title:

FRANCHISEE:

CAPITOL DISTRICT HOTEL, LLC
a Nebraska limited liability company

By: Capitol District Hotel Manager, LLC
Its: Member and Managing Member

By: The Capitol District, LLC
Its: Sole Member

By: MTM Capitol District, LLC
Its: Administrative Member

By:  _____ (SEAL)

Name: Michael T. Moylan

Title: Sole Member

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on May 29, 2015 before me, a Notary Public of the State and City/County aforesaid, personally appeared William P. Brown, who acknowledged himself/herself to be the Vice President of Marriott International, Inc., a Delaware corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Marriott International, Inc. by himself/herself as such officer.

WITNESS my hand and Notarial Seal.

Suzan E. Crump
SUZAN E. CRUMP, Notary Public
My Commission Expires: 11/20/2016

(SEAL)

STATE OF NEBRASKA

CITY/COUNTY OF

I HEREBY CERTIFY that on _____, 2015 before me, a Notary Public of the State and City/County aforesaid, personally appeared Michael T. Moylan, who acknowledged himself to be the Sole Member of MTM Capitol District, LLC, which is the Administrative Member of The Capitol District, LLC, which is the Sole Member of Capitol District Hotel Manager, LLC, which is a Member and Managing Member of Capitol District Hotel, LLC, a Nebraska limited liability company (the "Franchisee"), and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Franchisee by himself as such officer.

WITNESS my hand and Notarial Seal.

_____, Notary Public
My Commission Expires: _____

(SEAL)

STATE OF MARYLAND

COUNTY OF MONTGOMERY

I HEREBY CERTIFY that on _____, 2015 before me, a Notary Public of the State and City/County aforesaid, personally appeared _____, who acknowledged himself/herself to be the _____ of Marriott International, Inc., a Delaware corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Marriott International, Inc. by himself/herself as such officer.

WITNESS my hand and Notarial Seal.

(SEAL)

_____, Notary Public
My Commission Expires: _____

STATE OF NEBRASKA

~~CITY/COUNTY OF~~ *Douglas*

I HEREBY CERTIFY that on *May 29*, 2015 before me, a Notary Public of the State and City/County aforesaid, personally appeared Michael T. Moylan, who acknowledged himself to be the Sole Member of MTM Capitol District, LLC, which is the Administrative Member of The Capitol District, LLC, which is the Sole Member of Capitol District Hotel Manager, LLC, which is a Member and Managing Member of Capitol District Hotel, LLC, a Nebraska limited liability company (the "Franchisee"), and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Franchisee by himself as such officer.

WITNESS my hand and Notarial Seal.

(SEAL)

Deena P Parrish

DEENA P PARRISH, Notary Public
My Commission Expires: *August 22 2015*

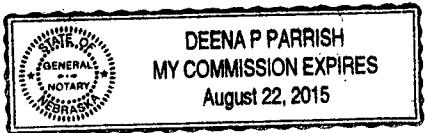


EXHIBIT 1 TO MEMORANDUM OF RIGHT OF FIRST REFUSAL

[Legal Description]

Lot 2, The Capitol District Replat 1, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.