

WHEN RECORDED MAIL TO:
GREAT WESTERN BANK
Lincoln Business Banking
1235 N Street
Lincoln, NE 68508

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST
AND ASSIGNMENT OF RENTS

6097303 NT



THIS MODIFICATION OF DEED OF TRUST dated June 29, 2017, is made and executed between LAUNCH ENTERPRISES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, whose address is 5300 OLD CHENEY RD, LINCOLN, NE 68516 ("Trustor") and GREAT WESTERN BANK, whose address is Lincoln Business Banking, 1235 N Street, Lincoln, NE 68508 ("Lender").

DEED OF TRUST. Lender and Trustor have entered into a Deed of Trust dated February 2, 2015 (the "Deed of Trust") which has been recorded in LANCASTER County, State of Nebraska, as follows:

DEED OF TRUST DATED FEBRUARY 2, 2015 AND RECORDED FEBRUARY 12, 2015 AS INSTRUMENT# 2015005382 AT LANCASTER COUNTY, NEBRASKA REGISTER OF DEEDS.

ASSIGNMENT OF RENTS DATED FEBRUARY 2, 2015 AND RECORDED FEBRUARY 12, 2015 AS INSTRUMENT# 2015005383 AT LANCASTER COUNTY, NEBRASKA REGISTER OF DEEDS.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in LANCASTER County, State of Nebraska:

LOT 2, SAPP BROTHERS THIRD ADDITION, LINCOLN, LANCASTER COUNTY, NEBRASKA

The Real Property or its address is commonly known as 6031 CORNHUSKER HWY, LINCOLN, NE 68507. The Real Property tax identification number is 17-04-319-002-000.

MODIFICATION. Lender and Trustor hereby modify the Deed of Trust as follows:

THE "NOTE" DESCRIPTION SET FORTH IN THE DEED OF TRUST AND ASSIGNMENT OF RENTS REFERENCED ABOVE IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED THEREFORE:

The word "Note" means the promissory note dated February 2, 2015 in the principal amount of \$1,105,070.94 from Launch Enterprises, LLC to Lender, the promissory note dated February 2, 2015 in the principal amount of \$304,837.47 from Lincoln Sports Academy, Inc. to Lender, the promissory note dated January 8, 2015 in the principal amount of \$75,000.00 from Lincoln Sports Academy, Inc. to Lender, and the promissory note dated June 29, 2017 in the principal amount of \$148,400.00 from Launch Enterprises, LLC to Lender, together with all renewals of, extensions of, modifications of, re-financings of, consolidations of, and substitutions for the promissory notes referenced in this paragraph.

All other existing loan documents evidencing or securing said indebtedness are hereby ratified and shall remain in full force and effect.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND TRUSTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JUNE 29, 2017.

NO
SAPBR3

MODIFICATION OF DEED OF TRUST
(Continued)

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TRUSTOR:

LAUNCH ENTERPRISES, LLC

By: Todd P. Mosser
TODD P. MOSSER, Manager of LAUNCH ENTERPRISES, LLC

LENDER:

GREAT WESTERN BANK

X Chris Greenfield
Chris Greenfield, VP Business Banker

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

On this 29th day of June, 20 17, before me, the undersigned Notary Public, personally appeared TODD P. MOSSER, Manager of LAUNCH ENTERPRISES, LLC, and known to me to be member or designated agent of the limited liability company that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

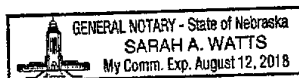


By: Sarah A. Watts
Printed Name: Sarah A. Watts
Notary Public in and for the State of Nebraska
Residing at Lincoln
My commission expires 8/12/2018

LENDER ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS
COUNTY OF LANCASTER)

On this 29th day of June, 20 17, before me, the undersigned Notary Public, personally appeared Chris Greenfield, and known to me to be the VP Business Banker, authorized agent for GREAT WESTERN BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of GREAT WESTERN BANK, duly authorized by GREAT WESTERN BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of GREAT WESTERN BANK.



By: Sarah A. Watts
Printed Name: Sarah A. Watts
Notary Public in and for the State of Nebraska
Residing at Lincoln
My commission expires 8/12/2018