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Lancaster County, NE Assessor/Register of Deeds Office MODOT

Pages: 2

THIS INSTRUMENT PREPARED BY: Union Bank & Trust Company Mary Foerster

Mary Foerster 3643 S 48th St Lincoln, NE 68506 AFTER RECORDING RETURN TO: Union Bank & Trust Company Mary Foerster 3643 S 48th St

Lincoln, NE 68506

(Space Above This Line For Recording Data)

MODIFICATION AGREEMENT - DEED OF TRUST

THIS MODIFICATION AGREEMENT ("Agreement") is made this 10th day of December, 2015, between Suleiman Technology Park, LLC, a Nebraska Limited Liability Company, whose address is 6030 Village Dr Ste 200, Lincoln, North Carolina 68516 ("Grantor"), and Union Bank & Trust Company whose address is 3643 South 48th Street, PO Box 82535, Lincoln, Nebraska 68501-2535 ("Lender").

Union Bank & Trust Company and Grantor entered into a Deed of Trust dated April 22, 2015 and recorded on May 1, 2015, filed for record in records of County of Lancaster, State of Nebraska, with recorder's entry number 2015016917 ("Deed of Trust"). The Deed of Trust covers the following described real property:

Address: 4665 Innovation Dr, Lincoln, Nebraska 68521

Legal Description: Lot Five (5), Block One (1), University of Nebraska Technology Park 1st Addition, Lincoln, Lancaster County, Nebraska.

Parcel ID/Sidwell Number: 11-03-358-005-000

It is the express intent of the Grantor and Lender to modify the terms and provisions set forth in the Deed of Trust. Grantor and Lender hereby agree to modify the Deed of Trust as follows:

- 1. Restate INDEBTEDNESS paragraph as follows: This Security Instrument secures the principal amount shown above as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from Suleiman Technology Park, LLC and / or Suleiman Technology Park III, LLC to Union Bank & Trust Company, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness").
 - 2. Modify the address for grantor Suleiman Technology Park, LLC from 6030 Village Dr Ste 200, Lincoln, North Carolina 68516 to 6030 Village Dr Ste 200, Lincoln, Nebraska 68516.

All other terms and conditions remain unchanged.

Grantor and Lender agree that the Deed of Trust including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Deed of Trust on the Property. Nothing contained herein shall in any way impair the Deed of Trust or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Deed of Trust it being the intent of Grantor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Deed of Trust.

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Deed of Trust modified above, nor obligate Lender to make any future modifications. Any guaranter or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Deed of Trust does not sign this Agreement, then all Grantors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

By signing below, Grantor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.

Suleiman Tech	nology Park, LLC	, .	
By: Mark W Si Its: Manager	uleiman	——————————————————————————————————————	12015
		BUSINESS ACK	CNOWLEDGMENT
STATE OF	NEBRASKA)	
COUNTY OF	LANCASTER	Ś	
This instrument behalf of Sulein before me.	was acknowledged man Technology P	l on the 10th day o Park, LLC, a Nebra	f December, 2015, by Mark W Suleiman, Manager on ska Limited Liability Company, who personally appeared
In witness wher	eof, I hereunto set m	ny hand and, if appli	cable, official seal
My commission	expires: 2/20	116	phyllein
(Official Seal)		RY-State of Medicaska MUHLEISEN Exp. Feb. 20, 2016	
LENDER Uni By: Jake Muhl Its: Vice Presid		Company (Seal) Date	,
		BUSINESS ACK	NOWLEDGMENT
STATE OF	NEBRASKA)	
COUNTY OF	Loncaston	_ ;	
This instrument President on before me.	was acknowledged behalf of Union Ba	i on the <u>loco</u> ank & Trust Com	pany, a(n) Commercial Bank, who personally appeared
		ny hand and, if appli	cable, official seal.
My commission	expires: 2/20	2019	ChM. Dulan
	residing at <u></u>	-34, ton	
	· ·		Identification Number
(Official Seal)	AN AN	ITARY - State of Nebraska IN M. DUNHAM m. Exp. February 20, 2019	