

THIS INSTRUMENT PREPARED BY:
Union Bank & Trust Company
3643 South 48th Street, PO Box 82535
Lincoln, NE 68506

AFTER RECORDING RETURN TO:
Union Bank & Trust Company
3643 South 48th Street, PO Box 82535
Lincoln, NE 68506

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MODIFICATION AGREEMENT – ASSIGNMENT OF LEASES AND RENTS

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 an Assignment of Leases and Rents dated **April 22, 2015** and recorded on **May 01, 2015**, filed for record in records of **County of Lancaster**, State of Nebraska, with recorder’s entry number **2015016918** (“Assignment of Leases and Rents”). The Assignment of Leases and Rents 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.**

- **The purpose of this modification is to do the following:**
- Restate INDEBTEDNESS paragraph as follows: This Assignment 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 Assignment and all Related Documents (hereinafter all referred to as the “Indebtedness”).
- 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 Assignment of Leases and Rents 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 Assignment of Leases and Rents on the Property. Nothing contained herein shall in any way impair the Assignment of Leases and Rents 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 Assignment of Leases and Rents 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 Assignment of Leases and Rents.

Lender’s consent to this Agreement does not waive Lender’s right to require strict performance of the Assignment of Leases and Rents modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Grantor who signed the original Assignment of Leases and Rents 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.

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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 Technology Park, LLC

By: Mark W. Suleiman Date 12/14/2015 By: _____ Date _____
Its: Manager Its: _____

By: _____ Date _____ By: _____ Date _____
Its: _____ Its: _____

Witnessed by:

Name: _____ Date _____ Name: _____ Date _____

BUSINESS ACKNOWLEDGMENT

STATE OF NEBRASKA)
COUNTY OF LANCASTER)

This instrument was acknowledged on the 14 day of DECEMBER, 2015, by Mark W. Suleiman, Manager on behalf of Suleiman Technology Park, LLC, a Nebraska Limited Liability Company, who personally appeared before me. In witness whereof, I hereunto set my hand and, if applicable, official seal.

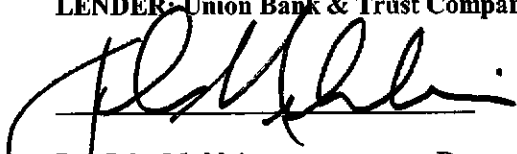
My commission expires: 2/20/16

Jake Muhleisen
Lancaster County, NE
Identification Number _____



(Official Seal)

LENDER: Union Bank & Trust Company


By: Jake Muhleisen Date
Its: Vice President

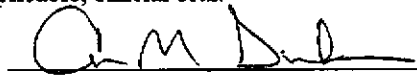
BUSINESS ACKNOWLEDGMENT

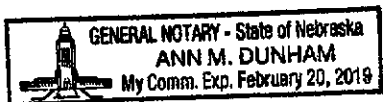
STATE OF NEBRASKA)
)
COUNTY OF Lancaster)

This instrument was acknowledged on the 14th day of December, 2015, by Jake Muhleisen, Vice President on behalf of Union Bank & Trust Company, a(n) Commercial Bank, who personally appeared before me.

In witness whereof, I hereunto set my hand and, if applicable, official seal.

My commission expires: 2/20/2019





Lancaster County, NE
Identification Number _____

(Official Seal)