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4/1/2016 10:54:41.96



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MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is March 25, 2016. The parties and their addresses are:

TRUSTOR (Grantor):

DSL HOSPITALITY LLC

A Nebraska Limited Liability Company
306 Delaware
Kansas City, MO 64105

DSL HOSPITALITY, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

TRUSTEE:

DUNDEE BANK, A BRANCH OF SECURITY STATE BANK

a Nebraska Corporation
5015 Underwood Avenue
Omaha, NE 68132

BENEFICIARY (Lender):

DUNDEE BANK A BRANCH OF SECURITY STATE BANK

Organized and existing under the laws of Nebraska
5015 Underwood Ave
Omaha, NE 68132

1. BACKGROUND. Grantor and Lender entered into a security instrument dated JUNE 30, 2015 and recorded on JULY 2, 2015 (Security Instrument). The Security Instrument was recorded in the records of Douglas County, Nebraska at 2015054168 and covered the following described Property:

DSL Hospitality LLC
Nebraska Real Estate Modification
NE/4CROBINET0000000009887079031716N

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Initials
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LOT 1, SADDLE CREEK MIDTOWN, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED,
PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA

The property is located in Douglas County at 4422 & 4440 Douglas Street, Omaha, Nebraska 68131.

2. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 812900, dated August 21, 2015, from Grantor to Lender, with a loan amount of \$8,600,000.00 and maturing on January 1, 2017.

(b) Future Advances. All future advances from Lender to Grantor under the Specific Debts executed by Grantor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Grantor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. ADDITIONAL TERMS. THE MAXIMUM OBLIGATION AMOUNT WILL INCREASE BY \$600,000.00, FROM THE ORIGINAL MAXIMUM OBLIGATION AMOUNT OF \$8,600,000.00 TO THE NEW MAXIMUM OBLIGATION AMOUNT OF \$9,200,000.00

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:

DSL Hospitality LLC

By Marak Consulting, INC, Manager



By _____
Daniel M. Marak, President

ACKNOWLEDGMENT.

(Business or Entity)

State of Tennessee, County of Williamson ss.

This instrument was acknowledged before me this 21 day of March, 2016 by Daniel M Marak, President of Marak Consulting, Inc, Manager of DSL Hospitality, LLC, a Limited Liability Company on behalf of the Limited Liability Company.

My commission expires:

1/5/20


(Notary Public)

