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[FOR RECORDING PURPOSES]

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FINANCING STATEMENT**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (hereinafter called the "Deed of Trust") is made this 22^d day of June, 2005, by and between FLEXO LLC, a Nebraska limited liability company (hereinafter called "Trustor"), whose mailing address is c/o Stinson Morrison Hecker, LLP, 1299 Farnam Street, 15th Floor, Omaha, Nebraska 68102, ROBERT W. RIEKE, ESQ. (hereinafter called "Trustee"), whose mailing address is 500 Energy Plaza, 409 South 17th Street, Omaha, Nebraska 68102, and THE OHIO NATIONAL LIFE INSURANCE COMPANY, an Ohio corporation (hereinafter called "Beneficiary"), whose mailing address is One Financial Way, Cincinnati, Ohio 45242.

WITNESSETH:

WHEREAS, Trustor is indebted to Beneficiary in the principal sum of Six Hundred Seventy-Five Thousand Dollars (\$675,000.00) which indebtedness is evidenced by a promissory note in the original principal sum of \$675,000.00 made by Trustor dated of even date herewith and having a maturity date of July 1, 2020 (hereinafter called the "Note").

NOW THEREFORE, for the purpose of securing:

- (a) payment of the Note, together with interest thereon, late charges, prepayment premiums, fees, any future advances, and all extensions, modifications, substitutions and renewals thereof,
- (b) payment of all other sums, fees or charges, together with interest thereon, advanced to protect the security of this Deed of Trust or the property secured hereby in accordance with the terms hereof and the performance of the covenants and agreements of Trustor, whether or not set forth herein,
- (c) performance, discharge of and compliance with every term, covenant, obligation and agreement of Trustor contained or incorporated by reference

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herein or in any other security instrument, document or agreement at any time given to secure the Note, or otherwise executed in connection therewith (hereinafter collectively called the "Other Loan Documents"), and

- (d) repayment of all other sums or future advances, with interest thereon, which may heretofore have been or hereafter be advanced by Beneficiary to Trustor or Trustor's successor in interest or title,

all of which is hereinafter collectively called the "Indebtedness", Trustor irrevocably grants, transfers and conveys to Trustee, in trust, WITH POWER OF SALE, the real estate described on Exhibit "A" attached hereto and incorporated by this reference, together with (i) all buildings, structures, fixtures, additions, enlargements, modifications, repairs, replacements, and improvements now or hereafter located thereon, (ii) all equipment, goods, machinery, and all other articles of personal property now or hereafter attached to, located upon, used, or adapted for use in the operation of, the Trust Property, including without limitation, all heating, cooling, air conditioning, ventilating, refrigeration, generating, lighting, plumbing, power, water, lifting, laundry, maintenance, incinerating, cleaning, fire prevention and extinguishing, security and access control, gas, cooling, electric and communication fixtures, equipment and apparatus, all pipes, pumps, tanks, motors, engines, dynamos, conduits, transformers, ducts, oil burners, compressors, water heaters, furnaces and boilers, all ovens, ranges, stoves, refrigerators, disposals, dishwashers, washing and drying machines and other appliances, all escalators and elevators, all cabinets, partitions, built-in mirrors, mantels, panels, shades, windows and sashes, all carpeting, underpadding and draperies, all furnishings of public spaces, halls, lobbies and common areas, and all shrubbery and plants, (iii) all easements and rights of way appurtenant thereof, (iv) all leasehold estate, right, title and interest of Trustor in and to all leases, whether now or hereafter existing or entered into (including, without limitation, all cash and security deposits, advance rentals and deposits or payments of a similar nature) pertaining thereto, (v) all rents, issues, profits and income therefrom, (vi) all royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, (vii) all tenements, hereditaments, privileges and appurtenances belonging, used or enjoyed in connection therewith, and (viii) all proceeds of conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims (including, without limitation, proceeds of insurance and condemnation awards), all of which is hereinafter collectively called the "Trust Property".

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES AS FOLLOWS:

1. Title. Trustor covenants, warrants and agrees with Beneficiary, and its successors and assigns, that Trustor owns the Trust Property free from any prior lien or encumbrance, that this Deed of Trust is and will remain a valid and enforceable first lien on the Trust Property, that Trustor, at its expense, will preserve such title and will maintain this Deed of Trust as a first and paramount lien upon the Trust Property and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor, at its expense, will cause this Deed of Trust, and each amendment or supplement hereto, to be filed and recorded in such manner and in such place and will take such action as in the opinion of Trustee may be required by any present or future law in order to perfect, maintain and protect the lien of this Deed of Trust, as

the same may be amended or supplemented from time to time. Trustor will make such further assurance or assurances to perfect its title to the Trust Property as may be required by Beneficiary.

2. Condition. Trustor shall not commit, suffer or permit any waste or deterioration of the Trust Property, ordinary wear and tear excepted.

3. Repairs. Trustor shall complete in good and workmanlike manner any repairs which may be hereafter commenced upon or with respect to the Trust Property, to pay when due all costs and expenses incurred therefor, and not to permit any construction liens against the Trust Property to remain in place for more than thirty (30) days. In the event construction of repairs is commenced, Trustor also agrees, anything in this Deed of Trust to the contrary notwithstanding, (a) to promptly commence any such work and to complete the repairs promptly, (b) to complete the same substantially in accordance with such plans and specifications as shall be approved by Beneficiary, (c) to allow Beneficiary to inspect the Trust Property at all times during construction, and (d) to replace any materials or work unsatisfactory to Beneficiary in its reasonable discretion, within thirty (30) days after written notice from Beneficiary.

4. Funds for Payment of Charges. Trustor shall pay to Beneficiary on the first day of each month, or such other date each month as may be specified by Beneficiary, until the Indebtedness is paid in full, a sum (hereinafter called the "Funds") equal to 1/12th of the yearly taxes and assessments and ground rents, if any, on the Trust Property, plus 1/12th of the yearly premium installments for hazard insurance, plus 1/12th of the yearly premiums for rent insurance, all as reasonably estimated initially and from time to time by Beneficiary on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Beneficiary shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Beneficiary shall not be required to pay Trustor any interest or earnings on the Funds. The Funds are hereby pledged as additional security for the Indebtedness. If the amount of the Funds held by Beneficiary, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be credited to Trustor against future monthly installments of Funds. If the amount of the Funds held by Beneficiary shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Trustor shall pay to Beneficiary any amount necessary to make up the deficiency within thirty (30) days from the date notice is mailed by Beneficiary to Trustor requesting payment thereof. Upon payment in full of all Indebtedness, Beneficiary shall promptly refund to Trustor any Funds held by Beneficiary. If the Trust Property is foreclosed by Beneficiary or the Trust Property is otherwise acquired by Beneficiary, Beneficiary may, at its option, apply immediately prior to the sale of the Trust Property or its acquisition by Beneficiary, any Funds held by Beneficiary at the time of application as a credit against the Indebtedness. Trustor agrees to pay all taxes, assessments and other charges levied upon or assessed, placed or made against, or measured by, this Deed of Trust or the recordation hereof.

5. Application of Payments. All payments received by Beneficiary as to any debt, liability or obligation owed to Beneficiary by Trustor may be applied by Beneficiary to the payment

of the Indebtedness or to any such other debt, liability or obligation, in any order or manner of application which Beneficiary, in its absolute discretion, deems appropriate. Unless otherwise elected by Beneficiary, any such payment shall be deemed applied first to the payment of any debt, liability or obligation other than the Note.

6. Charges; Liens. Trustor will keep the Trust Property free from all charges, liens and encumbrances, whether statutory, voluntary or involuntary (other than the lien created by this Deed of Trust or any other instrument, document or agreement given to Beneficiary contemporaneously herewith as security for the Indebtedness), and whether superior or inferior to this Deed of Trust, excluding however: (a) non-delinquent real estate tax liens, and (b) non-delinquent special assessment liens.

7. Insurance. Trustor shall maintain with insurance companies having a current rating in Best's Key Rating Guide of at least A:VIII: (a) physical hazard insurance on an "all risks" basis, including fire, hazards included in the term "extended coverage", vandalism, and malicious mischief, and such other hazards, casualties and contingencies as may be required by Beneficiary, in an amount (i) not less than the full replacement cost of the improvements and Trustor's contents, and (ii) sufficient to prevent Trustor from becoming a co-insurer in any loss, and with a deductible not greater than \$10,000.00; (b) comprehensive public liability insurance covering claims for bodily injury, death and property damage in an amount reasonably required by Beneficiary and naming Beneficiary as an additional insured; (c) rent insurance in an amount equal to not less than twelve (12) months gross scheduled rents from the Trust Property; and (d) flood insurance if the Trust Property lies within a Special Flood Hazard Area as designated in the Department of Housing and Urban Development's maps or in any other flood prone area. The policy or policies of insurance shall be in form and content acceptable to Beneficiary, provide that the same may not be modified without thirty (30) days prior written notice to Beneficiary, provide that any loss shall be payable notwithstanding any negligent or intentional act or omission of Borrower or anyone else which might otherwise result in the forfeiture of such insurance, and shall have non-contributing loss payable provisions in favor of and in form acceptable to Beneficiary, entitling Beneficiary to collect any and all proceeds payable under such insurance policies. All premiums on insurance policies shall be paid in the manner provided under paragraph 4 hereof. Beneficiary shall have the right to hold the policies and renewals thereof and Trustor shall promptly furnish to Beneficiary all renewal notices and all paid premiums receipts received by Trustor. In no event shall Beneficiary or Trustee be held responsible for failure to pay insurance premiums or for any loss or damage arising out of a defect in any policy or arising out of any failure of any insurance company to pay for any loss or damage insured against or for failure by Trustor to effect the insurance required hereunder. In the event of loss, Trustor shall give prompt notice by mail to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly or in proper form by Trustor. All policies of insurance and any and all refunds of unearned premiums are hereby assigned to Beneficiary as additional security for the payment of the Indebtedness. In the event of Beneficiary's exercise of the power of sale contained herein, or in the event of foreclosure, all right, title and interest of Trustor in and to any insurance policy then in force shall pass to the purchaser at the trustee's sale or foreclosure sale. In case of any loss, Beneficiary shall release the insurance proceeds to the Trustor as restoration and rebuilding progresses, if the loss or damage from fire or casualty is in an amount less than fifty

percent (50%) of the then outstanding principal balance of the Note, subject to the following conditions:

- (a) Trustor shall not be in default under the terms, conditions and requirements of this Deed of Trust, the Note, or the Other Loan Documents;
- (b) the improvements shall be at least eighty percent (80%) leased after restoration pursuant to leases approved in writing by Beneficiary; the leases shall generate sufficient income to cover all operating expenses of the Trust Property and the debt service payment;
- (c) Beneficiary shall approve in writing the plans and specifications for restoration;
- (d) there shall be sufficient funds on deposit with Beneficiary at all times to complete the restoration and rebuilding as certified by an architect approved by Beneficiary;
- (e) Trustor shall provide suitable completion, payment and performance bonds, builder's all risk insurance, in form, content and amount acceptable to Beneficiary;
- (f) the insurer shall not assert any defense to payment under such policies against Trustor or any tenant of the Trust Property;
- (g) the size, quality and use of the improvements shall be the same as before the casualty;
- (h) Beneficiary shall have the option of applying, at par, any surplus insurance proceeds which remain after rebuilding to the reduction of the then outstanding principal balance of the Note;
- (i) funds shall be disbursed not more often than once each month and in not more than five (5) increments of not less than \$25,000.00 each, except for the last disbursement;
- (j) prior to any disbursement, an inspecting engineer/architect of Beneficiary's choice, whose fees shall be paid by Trustor, shall certify completion or work in place in accordance with approved plans and specifications, and in accordance with all applicable building codes, zoning ordinances, and all other local or federal governmental regulations, and Trustor shall provide Beneficiary with executed lien waivers from all contractors involved in the restoration and rebuilding of the improvements; and

- (k) Trustor shall meet such other conditions as would customarily be required by a local construction lender, or are otherwise reasonable.

In the event of loss or damage by fire or other casualty in an amount greater than fifty percent (50%) of the then outstanding principal balance of the Note, Beneficiary, at its sole option, may require Trustor to use any insurance proceeds to either immediately rebuild any portion or all of the improvements or Beneficiary, at its sole option, shall apply the insurance proceeds to reduce the then outstanding principal balance of the Note. Any reduction of the then outstanding principal balance of the Note as a result of the application of the casualty insurance shall be at par and without prepayment penalty or premium.

8. Preservation and Maintenance of Trust Property. Trustor will keep the improvements now erected on or constituting the Trust Property in good repair and condition. Trustor will not alter the design or structural character of any improvements constituting the Trust Property. Any other improvements or additions shall require the prior written consent of Beneficiary. Tenant will not do any act or thing which would unduly impair or materially depreciate the value of the Trust Property and will not abandon the Trust Property. Trustor will not remove any fixtures constituting the Trust Property unless the same are immediately replaced with like property subject to the lien and security interest of this Deed of Trust and of at least equal value and utility. Trustor will comply with all present and future ordinances, requirements and regulations of any governmental body which are applicable to the Trust Property and to the occupancy and use thereof.

9. Inspection. Beneficiary or its agents may, at all reasonable times, enter upon the Trust Property for the purpose of inspection at Beneficiary's sole cost and expense. Beneficiary shall have no duty to make such inspection and shall not be liable to Trustor or to any person in possession if it makes or fails to make any such inspection.

10. Protection of Security. If Trustor fails to perform any of the covenants and agreements contained in this Deed of Trust and such failure continues for a period of thirty (30) days after written notice from Beneficiary to Trustor (except in the event of emergency in which case no notice need be given to Trustor), or if any action or proceeding is commenced which does or may adversely affect the Trust Property or the interest of Trustor or Beneficiary therein or the title of Trustor thereto, then Beneficiary, at its option, may perform such covenants and agreements, make such appearances, defend against and investigate such action or proceeding and take such other action as Beneficiary deems reasonably necessary to protect its interest including, but not limited to, disbursement of reasonable attorney fees and entry upon the Trust Property to make repairs. Any amounts disbursed by Beneficiary pursuant to this paragraph 10, with interest thereon, shall constitute Indebtedness of Trustor secured by this Deed of Trust. Unless Trustor and Beneficiary agree to other terms of payment, such amounts shall be payable upon demand from Beneficiary to Trustor, and shall bear interest from the date of disbursement at the rate of ten and 98/100 percent (10.98%) per annum. Nothing contained in this paragraph shall require Beneficiary to incur any expense or take any action hereunder. Trustor irrevocably authorizes and empowers Beneficiary to enter upon the Trust Property as Trustor's agent and, in Trustor's name or otherwise, to perform any and all covenants and agreements to be performed by Trustor as herein provided. Beneficiary shall, at its option, be subrogated to any encumbrance, lien, claim or demand and to all rights and securities for the payment

thereof paid or discharged by Beneficiary under the provisions hereof and any such subrogation rights shall be additional and cumulative security for this Deed of Trust.

11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Trust Property, or any part thereof, or for conveyance in lieu of or in anticipation of condemnation, are hereby assigned to and shall be paid to Beneficiary. Trustor irrevocably authorizes and empowers Beneficiary, in the name of Trustor or otherwise, to file, prosecute, settle or compromise any such claim and to collect, receipt for and retain the proceeds. The proceeds of any award or claim may, after deducting all reasonable costs and expenses, including attorney fees, which may have been incurred by Beneficiary in the collection thereof, at the sole discretion of Beneficiary, be released to Trustor, applied to restoration of the Trust Property, or applied to the payment of the Indebtedness (without any prepayment penalty or premium). Unless otherwise provided in the Note, any such application of proceeds to Indebtedness shall not extend or postpone the due date of the Note or the payment of any installments called for thereunder. Notwithstanding the above, if any part of the Trust Property shall be condemned by any governmental authority having jurisdiction so that the Trust Property is in violation of applicable parking, zoning, platting or other ordinances, Beneficiary shall have the further right to accelerate the maturity of the Note and call the Note due and payable in full (without the imposition of any prepayment penalty or premium).

12. Trustor Not Released. Extension of the time for payment or modification of any amortization of the Indebtedness granted by Beneficiary to any successor in interest of Trustor shall not operate to release, in any manner, the liability of Trustor or Trustor's successors in interest. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the Indebtedness by reason of any demand made by Trustor or Trustor's successors in interest.

13. Financial Information. Trustor will provide, or cause to be provided, to Beneficiary the following financial statements or information:

- (a) within three (3) months of the close of each fiscal year of Trustor, a current detailed income and expense statement for the Trust Property, prepared and certified by Trustor;
- (b) within three (3) months of the close of each fiscal year of Trustor, current financial statements of Trustor prepared by a certified public accountant acceptable to Beneficiary;
- (c) within three (3) months after the close of each fiscal year of Trustor, current financial statements of William C. Dana, Edward Pullen and Lee Pederson;
- (d) within three (3) months after the close of each fiscal year of CCS Presentation Systems, Inc., current audited financial statements of such entity.

Trustor shall additionally provide and deliver to Beneficiary such other financial information and in such form as Beneficiary may reasonably request from time to time, including the furnishing of a duly acknowledged written statement within five (5) days after demand therefor of the amount due on the Note and whether any offsets or defenses exist against the same.

14. Certified Rent Roll. Trustor shall furnish to Beneficiary semi-annually a certified rent roll setting forth all leases of the Trust Property, or any portion thereof, including in each case, the name of the tenant or occupant, a description of the space occupied by each such tenant or occupant (including the number of square feet), the base rental payable for such space, any additional rent or reimbursement obligations of the tenant or occupant with respect to such space, the term of each lease (including a reference to any options), the amount of any security deposits, and such other information and documents with respect to such leases and tenancies as Beneficiary may reasonably request, including without limitation, a description of any vacant space. Unless requested by Beneficiary in writing, Trustor may provide such information annually.

15. Covenants of Trustor with Respect to Leases. Without the prior written consent of Beneficiary, Trustor shall not, directly or indirectly, with respect to any lease of the Trust Property, or any portion thereof, whether such lease is now or hereafter in existence:

- (a) hereafter enter into any lease of or occupancy agreement respecting the Trust Property, or permit or consent to any sublease or assignment of any lease or occupancy agreement;
- (b) accept or permit any prepayment, discount or advance payment of rent hereunder in excess of one month;
- (c) cancel or terminate any lease, or accept any cancellation, termination or surrender thereof, or permit an event to occur which occurrence thereunder would terminate or cancel the same;
- (d) amend or modify any lease in any respect;
- (e) waive any default thereunder or breach thereof;
- (f) give any consent, waiver or approval thereunder or take any other action in connection therewith, or with a tenant thereunder, which would have the effect of impairing the value of the Trustor's interest thereunder or the property subject thereto, or of impairing the position or interest of Beneficiary therein;
or
- (g) sell, assign, pledge, mortgage or otherwise dispose of, or encumber its interest in any lease or any rents, issues, profits issuing or arising thereunder (other than to Beneficiary);

provided, Beneficiary agrees to approve a lease form with terms acceptable to Beneficiary, and

Trustor may enter into new leases of the Trust Property utilizing such lease form with no material changes without the consent of Beneficiary unless (and Beneficiary's consent shall be required when) (i) the proposed lease accounts for more than five percent (5%) of the leaseable area of the improvements, or (ii) the term of the proposed lease, excluding options, exceeds three (3) years, or (iii) the proposed use of the leased premises is something other than standard office/warehouse use, or (iv) the proposed use of the leased premises may be potentially hazardous. Trustor covenants and agrees that any and all leases with CCS Presentation Systems, Inc. shall be fully guaranteed by Edward Pullen and no such guaranty, once obtained, shall be terminated, modified or amended without the prior written consent of Beneficiary. Trustor further covenants and agrees to observe and perform all of the terms, covenants and provisions of all leases affecting the Trust Property which are required on its part to be kept and performed. Trustor may deal with smaller tenants (those taking five percent (5%) or less) in the ordinary course of business without Beneficiary's consent.

16. Assignment of Rents. Trustor hereby assigns to Beneficiary all rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or letting of, or of any agreement for the use or occupancy of the Trust Property, or any part thereof (hereinafter called the "Rents") and Trustor hereby confirms upon Beneficiary the right, power and authority to collect all Rents hereby irrevocably appointing Beneficiary its true and lawful attorney-in-fact to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue in the name of Trustor for all Rents and to apply the same to the Indebtedness. Without limiting the foregoing, Beneficiary shall have the right to notify all tenants and occupants of the Trust Property to pay Beneficiary all Rents due or to become due. Prior to the occurrence of an Event of Default, Trustor shall hold a revocable license to collect the Rents; immediately upon the occurrence of an Event of Default, such license shall be revoked and all Rents shall be paid to Beneficiary.

17. Sale, Transfer or Encumbrance. Beneficiary shall have the option of accelerating maturity of the Note in the event of a sale, transfer or encumbrance of the Trust Property without Beneficiary's written permission. Beneficiary agrees, however, not to unreasonably withhold its consent to a sale, transfer or encumbrance of the Trust Property upon prior written notice and full and complete disclosure to Beneficiary of all pertinent information respecting such sale, transfer or encumbrance. In the event Beneficiary approves a sale or transfer of the Trust Property, Trustor shall pay to Beneficiary a fee equal to one percent (1%) of the then outstanding principal balance of the Note plus all legal and administrative expenses of Beneficiary required to consummate the necessary documentation, including but not limited to a title examination showing no adverse title consequences since the original funding of the loan secured hereby and such formal opinions of counsel as Beneficiary, in its sole discretion, shall require. This right of transfer shall apply only to Flexo, LLC and not to any subsequent transferee. In the event of any approved transfer of ownership of the Trust Property, a management contract acceptable to Beneficiary may be required with a company approved by Beneficiary. Beneficiary may charge an administrative fee for processing any application seeking its consent to a sale, transfer or encumbrance of the Trust Property. The minimum fee shall be \$1,000.00, but said fee shall be subject to adjustment based upon the time spent to administer the requested change.

18. Ownership Change. Trustor will not change or dissolve its limited liability company status prior to the maturity or satisfaction of the Indebtedness without the prior written approval of Beneficiary. Any change in the ownership of the member interests in Trustor shall be prohibited unless in accordance with the following:

- (a) In the event of a death of a member of Trustor, Trustor not otherwise being in default under the Note, this Deed of Trust or any of the Other Loan Documents, and upon prior written application to Beneficiary within ninety (90) days after the date of death of such deceased member supported by such additional documentation as Beneficiary (in its sole discretion) may require, Beneficiary shall permit the transfer of such deceased member's interest to his/her heirs or testamentary beneficiaries; provided further, that any such heir or beneficiary must first execute such documentation required by Beneficiary, by which such proposed transferee shall assume and guarantee, jointly and severally, the proportional share of the personal liability, if any, of the deceased member for the payment of the Indebtedness. In addition, such heir or beneficiary must execute such further documentation as may be required by Beneficiary. It is understood that in any such situation, Trustor shall be solely liable for any and all legal and administrative expenses of Beneficiary required to consummate the necessary documentation.
- (b) In the event of a transfer of ownership interests among family members for estate planning purposes which aggregate less than voting control, Trustor not otherwise being in default under the Note, this Deed of Trust or any of the Other Loan Documents, and upon prior written application to Beneficiary supported by such additional documentation as Beneficiary (in its sole discretion) may require, including but not limited to copies of the proposed new limited liability company articles and/or operating agreement, proposed instruments of conveyance, updated title report (showing no adverse title consequences since the original funding of the loan secured hereby), financial statements, credit reports or other financial information, Beneficiary shall permit transfer; provided further, that any such transferee must first execute such documentation required by Beneficiary by which such proposed transferee shall assume and guarantee, jointly and severally, the proportional share of the personal liability, if any, of the transferring member. It is understood that in any such situation, Trustor shall be solely liable for any and all legal and administrative expenses of Beneficiary required to consummate the necessary documentation.

Beneficiary will charge an administrative fee for processing any application seeking its consent to any change in ownership of Trustor. The minimum fee shall be \$1,000.00, but said fee shall be subject to adjustment based upon the time spent to administer the requested change.

19. Waiver of Statute of Limitations. Time is of the essence in all of Trustor's obligations and duties hereunder; and to the extent permitted by law, Trustor waives all present or future statutes

of limitations with respect to any debt, demand or obligation secured hereby and any action or proceeding for the purpose of enforcing this Deed of Trust or any rights or remedies contained herein.

20. Assignment of Deposits. In the event construction of improvements in or upon the Trust Property is hereafter undertaken in accordance with the terms of this Deed of Trust, Trustor hereby transfers and assigns to Beneficiary, as additional security for the Indebtedness, all right, title and interest to any and all monies deposited by or on behalf of Trustor with any city, county, public body or agency, sanitary district, utility company, and any other body or agency, for the installation or to secure the installation of any utility or improvement by Trustor, pertaining to the Trust Property.

21. Forbearance by Beneficiary Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or payment of taxes or the discharge of liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Indebtedness.

22. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

23. Successors and Assigns Bound; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary, Trustee and Trustor. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

24. Notice. Except for any notice required under applicable law to be given in another manner, all notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by prepaid overnight air courier, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to Trustor at its mailing address set forth above or at such other address as Trustor may designate by notice to Beneficiary as provided herein, and addressed to Beneficiary at its mailing address set forth above or at such other address as Beneficiary may designate by notice to Trustor as provided herein. Any such communication shall be deemed to have been given when delivered if delivered personally, on the business day after dispatch if sent by overnight air courier, or on the third business day after posting if sent by mail.

25. Governing Law; Severability. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provisions and to this end the provisions of this Deed of Trust are declared to be severable.

26. Events of Default. Each of the following occurrence shall constitute an event of default hereunder (hereinafter called an "Event of Default"):

- (a) Trustor shall fail to pay when due any principal, interest, or principal and interest on, or any other sums due and payable under the Note;
- (b) any warranty of title made by Trustor herein shall be untrue;
- (c) Trustor shall breach or default in the terms and provisions of either paragraph 17 or 18 hereof;
- (d) any representation or warranty made by Trustor on any financial statements or reports heretofore or hereafter submitted to Beneficiary by or on behalf of Trustor shall prove false or misleading in any material respect;
- (e) a trustee, receiver or liquidator of the Trust Property or of Trustor shall be appointed, or any of the creditors of Trustor shall file a petition in bankruptcy against Trustor, or for the reorganization of Trustor pursuant to the United States Bankruptcy Code, or any similar law, whether federal or state, and if such order or petition shall not be discharged or dismissed within sixty (60) days after the date on which such order or petition was filed;
- (f) Trustor shall file a petition pursuant to the United States Bankruptcy Code or any similar law, federal or state, or if Trustor shall be adjudged bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall consent to the appointment of a receiver of all or any part of the Trust Property;
- (g) final judgment for the payment of money shall be rendered against Trustor and Trustor shall not discharge the same, or cause it to be discharged, within thirty (30) days after the entry thereof, or shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based, or entered, and secure a stay of execution pending such appeal;
- (h) Trustor shall fail to observe or perform any of the other covenants, agreements or conditions in this Deed of Trust not provided for above and such failure shall continue for a period of thirty (30) days after written notice from Beneficiary to Trustor; provided, if the nature of the failure is such that it cannot be cured within such thirty (30) day period, then Trustor shall have a reasonable period in which to cure such failure if Trustor commences such cure within the thirty (30) day period and Beneficiary determines, in its sole judgment and discretion, that Trustor is working diligently to complete the cure; or
- (i) Trustor shall fail (after the giving of any notice and/or the expiration of any grace period provided therein) to perform or observe any of the covenants,

conditions or agreements contained in, or binding upon Trustor under, or any event of default shall occur under (and as may be defined in) any of the Other Loan Documents.

27. Acceleration of Debt; Foreclosure. Upon the occurrence of any Event of Default, or any time thereafter, Beneficiary may, at its option, declare all the Indebtedness secured hereby immediately due and payable and the same shall thereupon bear interest at the default rate set forth in the Note and, irrespective of whether Beneficiary exercises said option, it may, at its option and in its sole discretion, without any further notice or demand to or upon Trustor, do one or more of the following:

- (a) Beneficiary may enter upon, take possession of, manage and operate the Trust Property or any part thereof; make repairs and alterations and do any acts which Beneficiary deems proper to protect the security thereof, and either with or without taking possession, in its own name, sue for or otherwise collect and receive rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees and Beneficiary's costs, upon the Indebtedness secured hereby and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and shall make available to Beneficiary any of the Trust Property which has been removed. The entering upon and taking possession of the Trust Property, the collection of any rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default or notice of sale hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Beneficiary's continuance in possession or receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of an Event of Default, including the right to exercise the power of sale. Any actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary may determine without regard to the adequacy of any security for the Indebtedness secured hereby.
- (b) Beneficiary shall, without regard to the adequacy of any security for the Indebtedness secured hereby, be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of, protect and manage the Trust Property and operate the same and collect the rents, issues and profits therefrom.
- (c) Beneficiary may bring any action in any court of competent jurisdiction to foreclose this Deed of Trust or enforce any of the covenants hereof.
- (d) Beneficiary may elect to cause the Trust Property or any part thereof to be sold under the power of sale, and in such event, Beneficiary or Trustee shall give such notice of default and notice of sale as may be then required by law.

Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Trust Property, or any part thereof specified by Beneficiary, at public auction to the highest bidder for cash in lawful money of the United States of America. Upon receipt of payment of the price bid, Trustee shall apply the proceeds in the following order: (i) to the costs and expenses of exercising the power of sale and of the sale, including the payment of trustee's fees actually incurred, (ii) to the Indebtedness, and (iii) the excess, if any, to the person or persons legally entitled thereto.

All costs and expenses incurred by Beneficiary in enforcing any right under this Deed of Trust, including without limitation, abstract or title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall, to the extent permitted by law, be and constitute Indebtedness secured hereby.

28. Duties of Trustee. Trustor agrees that:

- (a) the duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee;
- (b) no provision of this Deed of Trust shall require Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers;
- (c) Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and reliance thereon; and
- (d) Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

29. Security Agreement and Fixture Filing. This Deed of Trust shall constitute a security agreement and, after recording, shall be effective as a financing statement filed as a fixture filing under the Nebraska Uniform Commercial Code with respect to all goods constituting a part of the Trust Property which are or are to become fixtures related to the real estate described herein, together with all substitutions and replacements therefor and all other property of Trustor, either similar or dissimilar to the same, together with all proceeds thereof. For this purpose, the following information is provided:

- (a) Name & Address of Flexo LLC

Debtor: c/o Stinson Morrison Hecker, LLP
1299 Farnam Street, 15th Floor
Omaha, Nebraska 68102

(b) Name & Address of Secured Party: The Ohio National Life Insurance Company
One Financial Way
Cincinnati, Ohio 45242
Attention: Mortgages and Real Estate

(c) This document covers goods which are or are to become fixtures.

30. Reconveyance. Upon payment of all Indebtedness secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Trust Property and shall surrender this Deed of Trust and the Notes evidencing the Indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Trust Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

31. Substitute Trustee. Beneficiary, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Trust Property, the successor trustee shall succeed to all title, power and duties conferred upon Trustee herein and by applicable law.

32. Miscellaneous Rights of Beneficiary. Any personal property remaining upon the Trust Property after the Trust Property has been possessed or occupied by Beneficiary, its agent or any purchaser following trustee's sale, foreclosure or under deed in lieu of trustee's sale or foreclosure, shall be conclusively presumed to have been abandoned by Trustor.

33. Request for Notice. Each party to this Deed of Trust hereby requests that copies of any notice of default and notice of sale (as described in the Nebraska Trust Deeds Act) be sent to them at their respective mailing addresses set forth above.

IN WITNESS WHEREOF, this Deed of Trust has been executed by Trustor as of the day and year set forth above.

FLEXO LLC, a Nebraska
limited liability company

By 
William C. Dana, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 17th day of June, 2005, before me, a notary public in and for said county and state, personally came WILLIAM C. DANA, Manager of FLEXO LLC, a Nebraska limited liability company, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written.

[SEAL]

Kristie H. McKernan
Notary Public

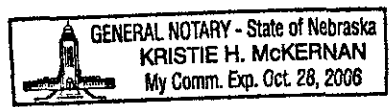


EXHIBIT "A"

Lots 27 and 28, in Empire Park Replat II, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska