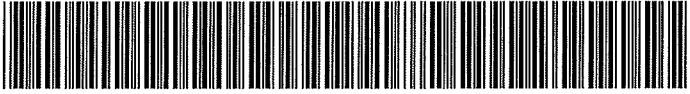


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JUN 06 2017 16:08 P 50

Fee amount: 304.00  
FB: 01-60000  
COMP: PN

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
06/06/2017 16:08:37.00



2017043728

**THIS IS A CONSTRUCTION SECURITY AGREEMENT WITHIN THE MEANING OF NEB. REV. ST. §52-127 AND IT SECURES AN OBLIGATION WHICH THE DEBTOR INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT OF THE REAL ESTATE IN WHICH THE SECURITY INTEREST IS GIVEN.**

**PREPARED BY, RECORDING REQUESTED BY AND WHEN RECORDED, MAIL TO:**

H. Daniel Smith  
Smith Slusky Law  
8712 West Dodge Road  
Suite 400  
Omaha, NE 68114  
402-501-8130

Above space for recorder's use.

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**DEED OF TRUST, CONSTRUCTION SECURITY AGREEMENT, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING STATEMENT**

THIS DEED OF TRUST, CONSTRUCTION SECURITY AGREEMENT, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING STATEMENT ("Deed of Trust"), dated the 2 day of JUNE, 2017, by **PACIFIC 192 LLC**, a Nebraska limited liability company, whose address is 16912 Audrey Street, Omaha, Nebraska 68136 (herein, the "Leasehold Trustor"), and **RICHARD G. EURICH AND JOANNE EURICH, TRUSTEES OF THE RICHARD G. EURICH TRUST, JOANNE EURICH AND RICHARD G. EURICH, TRUSTEES OF THE JOANNE EURICH TRUST, GWENDOLYN L. EURICH, TRUSTEE OF THE HAROLD H. EURICH TRUST, and GWENDOLYN L. EURICH, TRUSTEE OF THE GWENDOLYN L. EURICH TRUST**, each a Nebraska trust (each a "Non-Borrower Trustor") (the Leasehold Trustor and the Non-Borrower Trustors together the "Trustor" herein) to **H. DANIEL SMITH**, a member of the Nebraska bar, whose address is 8712 West Dodge Road, Suite 400, Omaha, Nebraska 68114 ("Trustee") for the use and benefit of **GREAT WESTERN BANK**, a South Dakota corporation, its successors and/or assigns, whose address is 9290 West Dodge Road, Suite 401, Omaha, Nebraska 68114 ("Lender" or

"Beneficiary"). All capitalized terms shall have the meaning given to them in the Loan Agreement (as defined below) unless otherwise defined herein.

WITNESSETH:

I. – GRANTS OF SECURITY

Section 1.1 - Property Mortgaged. TRUSTOR, IN CONSIDERATION OF THE SECURED INDEBTEDNESS (HEREIN DEFINED) AND THE TRUST CREATED BY THIS DEED OF TRUST, HEREBY IRREVOCABLY DEEDS, GRANTS, BARGAINS, GIVES, SELLS, CONVEYS, TRANSFERS, GRANTS A SECURITY INTEREST IN, AND ASSIGNS, TO TRUSTEE AND TRUSTEE'S SUCCESSORS AND ASSIGNS IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, and its successors and assigns under the terms and conditions of this Deed of Trust, all of Trustor's right title and interest in the following (collectively referred to as the "Mortgaged Property"):

- A. The real property situated in City of Omaha, County of Douglas, State of Nebraska, described in Exhibit A which is attached hereto and incorporated herein by reference (the "Land"), and all estates and rights of Trustor in and to the Land, which shall include: (i) The Ground Lease. Trustor's entire estate as tenant under the Ground Lease (as defined and more particularly described in Section 2.11 and Exhibit A) by which Ground Lease the Ground Lessor (as defined in Section 2.11) demised to Trustor those certain plot(s), piece(s), and parcel(s) of land more particularly described in the Ground Lease and Exhibit A. The Ground Lease also includes the following: (A) *Leasehold Rights*. The Ground Lease Property as defined in Section 2.11, together with all credits, deposits, option(s) (and any extensions of the term resulting from the exercise of option(s)), privileges, rights (including rights regarding possession, occupancy, loss proceeds, and rights to modify the Ground Lease), benefits, estate, title, and interest of Trustor under the Ground Lease, claims of Trustor against Ground Lessor, rights of Trustor to give Ground Lessor any notices under the Lease, and all rights of Trustor to enforce against Ground Lessor any negative or affirmative covenants of Ground Lessor in the Lease or in any Ground Lease-related document or agreement (all, collectively, the "Leasehold Rights"); (B) *Ground Lease-Related Claims*. All of Trustor's claims and rights to the payment of damages and other rights or remedies that may arise from Ground Lessor's failure to perform under the Lease, rejection or disaffirmance of the Lease under any Bankruptcy Law, or violation or breach by Ground Lessor under the Lease, and all damages and other sums payable pursuant thereto (collectively, the "Lease-Related Claims"); (C) *Ground Lessor Bankruptcy Rights*. All of Trustor's rights and remedies arising at any time under, or in, any Bankruptcy proceeding affecting Ground Lessor, including Trustor's rights to object to Ground Lessor's sale of the Premises under Bankruptcy Code §363, to elect to treat the Lease as terminated under Bankruptcy Code §365(h), and to remain in possession under the Ground Lease if Ground Lessor rejects or disaffirms it under Bankruptcy Code §365(h) or any other Bankruptcy law, and any comparable right under any other Bankruptcy law, and all claims, suits, actions, proceedings, rights, remedies, and privileges related thereto or arising therefrom, including Trustor's right to claim any offsets against rent and the right to file and prosecute, to the exclusion of

Trustor, any proofs of claim, complaints, motions, applications, objections, notices, and other documents in any case relating to Ground Lessor under the Bankruptcy Code (all, collectively, the "Ground Lessor Bankruptcy Rights"); and (D) *Nondisturbance Agreements*. All of Trustor's rights and remedies under any nondisturbance, attornment, or recognition agreement between Trustor and any fee mortgagee relating to the Ground Lease, including the recorded agreements identified (with recording information) as Permitted Exceptions. Trustor's foregoing assignment of the Lease: (x) constitutes a present, irrevocable, and unconditional assignment (not an assignment as security or in futuro); and (y) shall continue in effect until the final termination date of the Ground Lease. Notwithstanding the preceding assignment, Lender shall not directly exercise any Leasehold Rights unless and until an uncured Event of Default exists under the Loan Documents; (ii) any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively, the "Improvements"); and (iii) all right, title and interest of Trustor, now owned or hereafter acquired, in and to (A) all streets, roads and public places, alleys, easements, rights-of-way, public or private, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, now or hereafter used in connection with or pertaining to the Land or the Improvements; (B) any strips or gores between the Land and abutting or adjacent properties; (C) all options to purchase the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; (D) all water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) wells and well rights, well permits, springs and spring rights and reservoirs and reservoir rights appurtenant to or historically used in connection with the Land and all of Trustor's rights and interests under applicable state or Federal law to all water, and to use or consent to use all water, contained in or available from any part of the water-bearing formations underlying the Land, together with all associated easements and rights-of-way, any and all rights to obtain water, sewer and other services from service districts, and water stock, timber, crops and mineral interests on or pertaining to the Land; (E) oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land and all products processed or obtained therefrom, and the proceeds thereof, and (F) all development rights and credits and air rights (the Land, Improvements and other rights, titles and interests referred to in this clause A being herein sometimes collectively called the "Premises");

- B. All fixtures, equipment, systems, machinery, furniture, furnishings, appliances, machinery, inventory, goods, building and construction materials, supplies, and other articles of personal property, of every kind and character, tangible and intangible, now owned or hereafter acquired by Trustor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements or, substitutions for and additions to the foregoing (the properties referred to in this clause B being herein sometimes collectively called the

“Accessories”, all of which are hereby declared to be permanent accessions to the Land) ;

- C. All (i) plans and specifications for the Improvements, maps, surveys, studies, reports, permits, licenses, architectural, engineering, construction, management, maintenance, service and other contracts, books of account, insurance policies and other documents of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale, purchase or operation of the Mortgaged Property; (ii) Trustor's rights, but not liability for any breach by Trustor, under all commitments (including any commitments for financing to pay any of the Secured Indebtedness as such term is defined below), insurance policies, interest rate protection agreements, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including payment intangibles and any trademarks, trade names, goodwill and symbols) related to the Premises or the Accessories or the operation thereof; (iii) deposits and deposit accounts arising from or relating to any transactions related to the Premises or the Accessories (including Trustor's rights in Tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits, deposit accounts or reserves hereunder or under any other Loan Documents (as such term is defined below) for taxes, insurance or otherwise), (iv) rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts (including deposit accounts), instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories; (v) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (vi) all of Trustor's interest in all leases now or hereafter existing with respect to all or any portion of the Premises, all of the rents, issues and profits of the Mortgaged Property or arising from the use or enjoyment of all or any portion thereof, all security deposits arising from the use or enjoyment of all or any portion of the Mortgaged Property, and all utility deposits made to procure and maintain utility services to the Mortgaged Property, or any portion thereof and other benefits of the Premises and the Accessories (without derogation of any other provision herein); and (vii) engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Property, including software, which are in the possession of Trustor or in which Trustor otherwise grant a security interest;
- D. All: (i) proceeds (whether cash or non-cash and including payment intangibles) of or arising from the properties, rights, titles and interests referred to above, including the proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance, present and future, payable because of loss sustained to all or part of the Mortgaged Property (including premium refunds), whether or not such insurance policies are required by Beneficiary, proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi-public use under any law, proceeds arising out of any damage thereto, including any and all commercial tort claims; and (ii) other interests of

every kind and character which Trustor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above and all property used or useful in connection therewith, including rights of ingress and egress and remainders, reversions and reversionary rights or interests;

- E. All interests, estates or other claims or demands, in law and in equity, which the Trustor now has or hereafter acquires in the Mortgaged Property and all right, title and interest hereafter acquired by Trustor in any greater estate in any of the foregoing; and
- F. All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property referred to above.

TO HAVE AND TO HOLD the Mortgaged Property unto Trustee and Trustee's successors and assigns, forever.

Section 1.2 - Purpose of Security. FOR THE PURPOSE OF SECURING, in such order or priority as Beneficiary may elect (collectively, the "Secured Indebtedness"):

- A. Payment of indebtedness in the sum of Eight Million Four Hundred Ninety Thousand and No/100ths Dollars (\$8,490,000.00), according to the terms of a certain promissory note of even date herewith made by Trustor to the order of Beneficiary, and any and all extensions, modifications, substitutions or renewals thereof, the terms of which are incorporated herein by reference (the "Note"), with interest thereon at the rate or rates provided in the Note, maturing and being payable not later than May 1, 2020 (the "Maturity Date"), and the performance and discharge of each and every obligation of Trustor set forth in the Note, the Trustor further agreeing that this document shall constitute a Construction Security Agreement within the meaning of Nebraska Revised Statute §52-127 et seq. and that it secures an obligation which the Trustor (debtor) has incurred for the purpose of making an improvement of the Land in which the security interest is given and that this is a construction security interest within the meaning of such statutes;
- B. Payment of all other sums, with interest thereon, becoming due or payable under the provisions hereof to either Trustee or Beneficiary;
- C. Due, prompt and complete observance and performance of each and every obligation, covenant and agreement of Trustor contained herein, and in any other instrument executed by Trustor for the purpose of further securing the Secured Indebtedness and all other obligations of Trustor as evidenced by the Note and all other documents and instruments given by Trustor to evidence or secure repayment of the Loan identified herein, including (without limitation) that certain Construction Loan Agreement, dated of even date herewith, and any amendments thereto (the "Loan Agreement") (the foregoing collectively the "Loan Documents"), but expressly excluding, however, the Environmental and ADA

Indemnity Agreement which is not a Loan Document for purposes of this Deed of Trust; and

- D. All future advances under the Note.
- E. Such additional sums, with interest thereon, as may be hereafter borrowed from Beneficiary, its successors or assigns, by Trustor, and its successors or assigns, when evidenced by another promissory note or notes, which are by the terms thereof secured by this Deed of Trust.

## II. – PROVISIONS RELATING TO THE MORTGAGED PROPERTY

Section 2.1 - Taxes and Governmental Claims. Trustor agrees to pay, or cause to be paid, any and all taxes, assessments and governmental charges whatsoever levied upon or assessed or charged against the Mortgaged Property, including assessments on appurtenant water stock, at least fifteen (15) days prior to the date such would become delinquent if not paid. Subject to the provisions hereof relating to impounds, Trustor shall give Beneficiary a receipt or receipts, or certified copies thereof, evidencing every such payment by Trustor prior to the time that such payment would become delinquent. Trustor shall pay and satisfy all other claims, liens and encumbrances affecting or purporting to affect the title to, or which may be or appear to be liens on, the Mortgaged Property, or any part thereof, and all costs, charges, interest and penalties on account thereof, and to give Beneficiary, upon demand, evidence satisfactory to Beneficiary of the payment or satisfaction thereof. Trustor covenants and agrees that in the event of the passage after the date of this Deed of Trust of any law of the State of Nebraska imposing a tax, either directly or indirectly, on this Deed of Trust or the Note, the whole sum secured by this Deed of Trust, with interest thereon, shall, at the election of Beneficiary, become immediately due, payable and collectible on a date to be specified by not less than thirty (30) days written notice to be given to Trustor by Beneficiary; PROVIDED, HOWEVER, that such election shall be ineffective if Trustor is not prohibited by law from paying the whole of such tax in addition to all other payments required hereunder, and the payment of such tax will not constitute usury or render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms of the Note, this Deed of Trust or otherwise, and if Trustor, prior to such specified date, does not pay such tax and in writing in all respects satisfactory to Beneficiary agrees to pay any such tax when thereafter levied or assessed against the Mortgaged Property, and such agreement shall constitute a modification of this Deed of Trust.

Section 2.2 – Contest of Liens. The Trustor shall not be required to pay or discharge any tax, assessment, governmental charge or lien so long as the Trustor shall in good faith contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection thereof from, and the sale of, the Mortgaged Property, or any part thereof, to satisfy the same; provided that: (i) the Trustor shall have deposited with the Lender such reasonable security as may be demanded by the Lender to insure payment and prevent any sale or forfeiture of any part of the Mortgaged Property by reason of nonpayment; (ii) neither the Mortgaged Property nor any part thereof or interest therein would be in any danger, deemed substantial by the Lender, of being sold, forfeited, or lost; (iii) the Lender would not be in any danger, deemed substantial by the Lender, of any civil or criminal liability for failure to comply therewith; and (iv) the Trustor notifies the Lender, in writing, of such contest. Any such contest shall be prosecuted with due

diligence and the Trustor shall promptly notify the Lender after the final determination thereof and shall pay the amount of any such tax, assessment, governmental charge or lien, together with all interest, penalties and other costs payable in connection therewith.

Section 2.3 - Insurance, Damage and Destruction. The Trustor shall, at its sole expense, obtain for, deliver to and maintain for the benefit of the Beneficiary during the term of this Deed of Trust, such insurance coverage as is set forth on Exhibit B attached hereto, and such other insurance as Beneficiary may reasonably require.

The Trustor shall pay promptly, or cause to be paid promptly, when due, the premiums of such insurance policies and any renewals thereof. The form and substance of such policies and the companies issuing them shall be acceptable to the Beneficiary.

Delivery of the insurance policies and renewals thereof shall constitute an assignment to the Beneficiary, as further security, of all unearned premiums. In the event of the foreclosure of this Deed of Trust or any other transfer of title to the Mortgaged Property in extinguishment of the Secured Indebtedness and other sums secured hereby, all right, title and interest of the Trustor in and to all insurance policies and renewals thereof then in force shall pass to the purchaser or grantee.

In case of loss covered by policies of insurance, the Trustor may take such action as it may reasonably and in good faith deem appropriate to adjust and collect for any losses so long as: (i) Trustor is, in the reasonable opinion of the Beneficiary, diligently pursuing the adjustment and collection of any such insurance; and, (ii) the loss must be settled and adjusted, or litigation must have been commenced with respect to the loss, within eighteen (18) months of the loss; otherwise the Beneficiary (whether before or after the foreclosure sale) shall be authorized at its option and without the consent of Trustor to settle and adjust any claim arising out of such policies and collect and receipt for the proceeds payable therefrom. Any expense incurred by the Beneficiary in the adjustment and collection of insurance proceeds (including without limitation the cost of any independent appraisal of the loss or damage on behalf of Beneficiary) shall be reimbursed to the Beneficiary first out of any proceeds. Subject to the provisions of the following paragraphs, the proceeds available following damage or destruction of the Mortgaged Property shall be used to restore and repair the Mortgaged Property if such proceeds are sufficient to do so. If such proceeds are insufficient to restore or repair the Mortgaged Property to its condition prior to the loss, reasonable wear and tear excepted, and Trustor is not willing or able to provide funding for the remaining costs of such restoration or repair, the proceeds shall be used to prepay the Secured Indebtedness.

Proceeds payable for Rental Value coverage (as defined on Exhibit B) shall be endorsed and paid to the Trustor, but only on condition that no Event of Default exists hereunder. In no event shall Beneficiary be held responsible for failure to pay for any insurance required hereby or for any loss or damage growing out of a defect in any policy thereof or growing out of any failure of any insurance company to pay for any loss or damage insured against or for failure by Beneficiary to obtain such insurance or to collect the proceeds thereof.

Section 2.4 - Condemnation. If the Mortgaged Property, or any part thereof, or any interest therein, or any rights appurtenant thereto, including, but not limited to, access, light, air

and view, be condemned under any power of eminent domain or acquired for any public or quasi-public use or in the event of sale in lieu thereof, the Trustor shall promptly give the Beneficiary written notice thereof, generally describing the nature of such taking, damage, sale, proceedings or negotiations and the nature and extent of the taking, damage or sale which has resulted or might result therefrom, as the case may be, together with a copy of each and every document relating thereto received by Trustor, and Beneficiary shall have the right to participate in such proceedings or negotiations. Should any of the Mortgaged Property be taken or damaged by exercise of the power of condemnation or eminent domain, or be sold by private sale in lieu or in anticipation thereof, Trustor does hereby irrevocably assign, set over and transfer to Beneficiary any award, payment or other consideration for the property so taken, damaged or sold up to the amount of the then outstanding Secured Indebtedness. Beneficiary is hereby authorized to intervene in any such action in the name of Trustor, provided that Trustor may control such litigation and take such action as it may reasonably and in good faith deem appropriate to adjust and collect for any such claim or action for so long as it is, in the reasonable opinion of Beneficiary, diligently pursuing its rights, otherwise Beneficiary shall be authorized to compromise and settle any such action or claim, and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Any reasonable expenses incurred by Beneficiary in intervening in such action or compromising and settling such action or claim, or collecting such proceeds shall be reimbursed to Beneficiary first out of the proceeds. If the Secured Indebtedness is repaid in full, the balance of any such proceeds shall be paid over to the Trustor.

Section 2.5 - Restoration of the Mortgaged Property.

The Trustor shall have the right, exercisable by written notice to Beneficiary within sixty (60) days after the occurrence of a loss or condemnation described in Section 2.3 or Section 2.4 above, to elect to repair, restore, or replace the Mortgaged Property to its condition immediately prior to said loss or condemnation; provided that the Beneficiary determines in its sole discretion that all of the following conditions have been met:

- A. There are sufficient proceeds from any source available to Trustor and approved by Beneficiary, available to complete the repair, restoration, or replacement.
- B. If the work is structural or if the cost of the work, estimated by Beneficiary, shall exceed One Hundred Thousand and No/100ths Dollars (\$100,000.00), plans and specifications for such work will be prepared by a licensed architect satisfactory to Beneficiary, which plans and specifications will be subject to approval by Beneficiary and an inspecting architect acceptable to Beneficiary.
- C. If the cost of the work exceeds \$100,000.00, Trustor submits the following items to Beneficiary for approval:
  - (i) Evidence of sufficient contractor's comprehensive general liability insurance, builder's risk insurance and worker's compensation insurance, insuring Beneficiary, as its interest may appear, all issued by insurance companies legally authorized to do business in the State of Nebraska;
  - (ii) A certified construction cost statement itemizing the cost of the work;



- (iii) An architectural contract in form acceptable to Beneficiary;
  - (iv) A general contract in form acceptable to Beneficiary;
  - (v) Assignment of the contracts for the construction of such work in favor of Beneficiary;
  - (vi) Trustor, Beneficiary and a title insurance company acceptable to Beneficiary shall have entered into an agreement in form and substance acceptable to Beneficiary whereby all disbursements to be made from proceeds will be based upon lien waivers and completion certifications satisfactory to the Beneficiary and such title insurance company (in accordance with their custom) so as to insure that sufficient funds will be available to complete the restoration of the Mortgaged Property, and to insure that Beneficiary will continue to have full title insurance including, without limitation, mechanics' lien insurance, during and after the construction period.
  - (vii) There shall be no existing Event of Default under this Deed of Trust.
- D. In the event that the foregoing conditions are met within 60 days after said loss occurs, Beneficiary shall make the insurance or condemnation proceeds (not in excess of the amount required for restoration of the Mortgaged Property) available to Trustor. The procedure for draws shall be as specified by Beneficiary.
- E. There shall also be no abatement, delay or diminution of any payments due or coming due under the instrument or document representing the Secured Indebtedness as the result of such repair, delay, rebuilding, replacement, or restoration.
- F. All buildings and improvements acquired in the repair, rebuilding, replacement or restoration of the Mortgaged Property shall be deemed a part of the Mortgaged Property, secured by this Deed of Trust.
- G. Upon the completion date for such replacement or restoration, to the extent the total of funds available pursuant to this subsection are in excess of the costs incident to such repair, restoration or replacement, or if the event of condemnation, damage or destruction has not significantly impaired the operation of the Mortgaged Property and no repair or restoration is required in the opinion of Trustor and Beneficiary, such excess funds shall be delivered to the Beneficiary for application against the Secured Indebtedness.

**Section 2.6 - Condition of Mortgaged Property.**

- A. Trustor agrees to properly care for and keep the Mortgaged Property in good order, condition and repair and to maintain any buildings and improvements on the Premises in good order, condition and repair. Without the prior written consent of Beneficiary, Trustor agrees not to cause or permit any building or improvement

which constitutes a part of the Premises to be removed, demolished or structurally altered, in whole or in part, or any fixture or piece of equipment which constitutes a portion of the Mortgaged Property to be removed, damaged or destroyed. Trustor agrees not to cause or permit any waste to any building, improvement, fixture or equipment at any time constituting a portion of the Mortgaged Property. Trustor agrees to complete, restore and reconstruct in a good and workmanlike manner to the condition required hereby any improvement on the Premises which may be damaged or destroyed; not to permit any lien of mechanics or materialmen to attach to the Mortgaged Property, to comply with all laws, ordinances, regulations or governmental orders affecting the Mortgaged Property or requiring any alterations or improvements thereto; not to commit, suffer or permit any act with respect to the Mortgaged Property in violation of law, or of any covenants, conditions or restrictions affecting such property; to make or cause to be made from time to time all needful or proper replacements, repairs and renewals; and to do any other act or acts, all in a timely and proper manner which from the character or use of the Mortgaged Property may be reasonably necessary to protect and preserve the value of such property. Trustor agrees not to remove from the Premises any of the fixtures or Personal Property included in the Mortgaged Property unless promptly replaced with like property of at least equal value.

- B. Beneficiary or Trustee or both may, at any time and without notice to Trustor, enter into and upon and inspect the Mortgaged Property, in person or by agent, in such manner and to such extent as they may deem necessary. In the event that Trustor fails to maintain the Mortgaged Property in the manner specified herein, Beneficiary may, at its option, undertake such repairs or maintenance, for the account or accounts of Trustor, as Beneficiary deems necessary. The cost of any such repairs or maintenance undertaken by Beneficiary, together with interest thereon at the rate so provided in the Note, from the date such cost was incurred by Beneficiary until repaid to Beneficiary, shall become immediately due and payable to Beneficiary, and Beneficiary shall be reimbursed therefor in accordance with the provisions hereof. The right of Beneficiary to undertake such repairs or maintenance shall be optional, and shall in no way limit Beneficiary's right to declare a default under the Note, or this Deed of Trust, or the other Loan Documents for failure to maintain the Mortgaged Property in accordance with the covenants herein.

Section 2.7 - Alterations and Additions. Trustor agrees that, as to any alteration, addition, construction or improvement to be made upon the Premises, all plans and specifications therefor shall be approved in writing by Beneficiary prior to the commencement of work. Once commenced, all work thereunder shall be prosecuted with due diligence, and all construction thereof will be fully in accordance with the plans and specifications so approved, and will comply with all laws, ordinances or regulations made or promulgated by any governmental agency or other lawful authority. Should Trustor at any time fail to comply with any governmental notice or

demand alleging a failure to comply with any such plan, specification, law, ordinance or regulation, such failure shall, at Beneficiary's option, constitute a default hereunder.

Section 2.8 - Status of Title. Trustor represents and warrants that it is the lawful owner in fee simple of the Mortgaged Property, has good and marketable title to the Land and the Improvements free and clear of all liens and encumbrances whatsoever, except, however, for those matters listed as "Permitted Encumbrances" on Exhibit C hereto, and that it has full right, power and authority to convey and mortgage the same and to execute this Deed of Trust. Trustor agrees to protect, preserve and defend its interest in the Mortgaged Property and title thereto; to appear and defend this Deed of Trust in any action or proceeding affecting or purporting to affect the Mortgaged Property, the lien of this Deed of Trust thereon, or any of the rights of either Trustee or Beneficiary hereunder; and to pay all costs and expenses incurred by either Trustee or Beneficiary in or in connection with any such action or proceeding, including but not limited to Beneficiary's costs; whether any such action or proceeding progresses to judgment and whether brought by or against Trustee or Beneficiary. Beneficiary or Trustee, as the case may be, shall be reimbursed for any such costs and expenses in accordance with the provisions hereof. Trustee or Beneficiary may, but shall not be under any obligation to, appear or intervene in any such action or proceeding and retain counsel therein and defend the same or otherwise take such action therein as either may, at its sole and absolute discretion, deem advisable, and may settle or compromise the same and, in that behalf and for any of such purposes, may expend and advance such sums of money as either may deem necessary, and Beneficiary or Trustee, as the case may be, shall be reimbursed therefor in accordance with the provisions hereof.

Section 2.9 - Assignment of Leases and Rents.

- A. Trustor hereby irrevocably, absolutely, presently and unconditionally, grants, transfers and assigns to Beneficiary all right, title and interest of Trustor in and to all existing and future lease agreements, occupancy agreements and use agreements (collectively the "Leases") relating to the Mortgaged Property or any part thereof, all rents, issues and profits and security deposits thereunder, and all utility deposits made to procure or maintain utility services to the Premises. This assignment is an absolute assignment, not an assignment for security only. This assignment shall extend to and cover (i) any and all extensions and renewals of existing and future Leases; (ii) to any and all present and future rights against guarantors of any such obligations and to any and all rents, revenues, issues, income, receipts, profits, deposits and other amounts now or hereafter becoming due to Trustor or collected under the Leases (whether due for the letting of space, for services, materials or installations supplied by Trustor or for any other reason whatsoever), insurance proceeds, condemnation awards, damages following defaults by tenants under the Leases (the "Tenants"), cash or securities deposited by Tenants to secure performance of their obligations under the Leases, and all other extraordinary receipts and all proceeds thereof, both cash and non-cash (all of the foregoing, being referred to as the "Rents") and all rights to direct the payment of, make claim for, collect, receive and receipt for the Rents; (iii) all claims, rights, privileges and remedies on the part of Trustor, whether arising under the Leases or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under its

Lease; (iv) all rights, powers and privileges of Trustor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Leases; and (v) all other claims, rights, powers, privileges and remedies of Trustor under or with respect to the Leases, including without limitation the right, power and privilege (but not the obligation) to do any and all acts, matters and other things that Trustor is entitled to do thereunder or with respect thereto. This assignment is given to secure payment and performance of the Note, this Deed of Trust, the Loan Documents, and any other agreements at any time secured by this Deed of Trust, and shall neither impair nor diminish the obligations of Trustor under the Leases nor obligate or impose upon Beneficiary any duty to perform or discharge any obligation, duty or liability under any of the Leases, or under or by reason of this assignment and the acceptance of the assignment of Leases and Rents, with all of the rights, powers, privileges and authority so created, shall not under any circumstances be deemed or construed to constitute Beneficiary a mortgagee-in-possession, or in control of, or a partner or joint venturer, with Trustor. Trustor shall and does hereby agree to indemnify and to hold Beneficiary harmless from any liability, loss or damage which it might incur under any Lease or under or by reason of this assignment and from any claims and demands whatsoever which may be asserted against Beneficiary by reason of an alleged obligation or undertaking on Beneficiary's part to perform or discharge any of the terms, covenants or agreements contained in the Leases. In further pursuance of this assignment, and not in lieu hereof, Trustor shall on demand give Beneficiary separate specific assignments of Rents and Leases covering some or all of the Leases, the terms of such assignments being incorporated herein by reference. Unless otherwise specified by Beneficiary in writing, all existing and future Leases for the use or occupancy of all or any part of the Mortgaged Property shall be subordinate and inferior to the lien of this Deed of Trust. Trustor shall not, without the prior written consent of Beneficiary first obtained, collect, accept or anticipate any rent from any lessee or Tenant for a period of time in excess of one (1) month prior to the due date, or accrual of such rent, whichever first occurs.

- B. Beneficiary is hereby authorized to notify all lessees and Tenants of the Mortgaged Property of the existence of any and all such assignments. Trustor hereby authorizes and directs the lessees and Tenants of the Mortgaged Property that, upon written notice from Beneficiary, all payments required under said Leases, or in any way respecting same, shall be made directly to Beneficiary as they become due. Trustor hereby relieves said lessees and Tenants from any liability to Trustor by reason of said payments being made to Beneficiary.
- C. Beneficiary hereby grants to Trustor a revocable license (the "Rental License") to collect all Rents and/or payments under the Leases, but after an Event of Default and during the continuation thereof, the Rental License to collect Rents and payments shall automatically terminate and be revoked and to the extent Trustor collects any Rents thereafter accruing or paid, Trustor covenants to hold all such Rents in trust for the use and benefit of Beneficiary. After an Event of Default and during the continuation thereof, Rents shall thereupon be deemed to be cash

collateral for all purposes, including without limitation for purposes of Section 363 of Title 11 of the United States Code, as the same may be amended.

- D. Trustor agrees that upon or at any time after (1) the occurrence and continuance beyond any applicable grace or cure period of an Event of Default hereunder, under the Loan Agreement, or under the Note or the other Loan Documents securing the Note, or (2) the recordation of a notice of public trustee sale for the foreclosure of this Deed of Trust pursuant to applicable Nebraska law, or (3) the commencement of an action to foreclose this Deed of Trust pursuant to applicable Nebraska law, or (4) the commencement of any period of redemption after foreclosure of this Deed of Trust, Beneficiary shall, in any such event, and at any such time, upon application to the court of competent jurisdiction in the county where the Mortgaged Property or any part thereof is located, by an action separate from the foreclosure, in the foreclosure action, or by independent action (it being understood and agreed that the existence of a foreclosure or a foreclosure action is not a prerequisite to any action for a receiver hereunder), be entitled as a matter of right, without notice and without giving bond to Trustor, to the appointment of a receiver for the Rents, issues, profits and all other income of every kind which shall accrue and be owing for the use or occupation of the Mortgaged Property or any part thereof, whether before or after foreclosure, or during the full statutory period of redemption, if any, upon a showing that Trustor has breached any covenant contained in this Deed of Trust, the Note or the Loan Documents, including, without limitation, any covenant relating to any of the following:
- (i) Repayment of Tenant security deposits, with interest thereon, if applicable;
  - (ii) Payment when due of prior or current real estate taxes or special assessments with respect to the Mortgaged Property, or the periodic impound for payment of the same; or
  - (iii) Payment when due of premiums for insurance of the types required hereby, or the periodic impound for payment of the same.
- E. Beneficiary shall be entitled as a matter of right to the appointment of a receiver without regard to waste, adequacy of the security or solvency of Trustor. The court shall determine the amount of the bond to be posted by the receiver. The receiver, who shall be an experienced property manager, shall collect (until the Secured Indebtedness is paid in full and, in the case of a foreclosure sale, during the entire redemption period, if any) the Rents, issues, profits and all other income of any kind from the Mortgaged Property, manage the Mortgaged Property so as to prevent waste, execute leases within or beyond the period of the receivership, if approved

by the court, and apply all Rents, issues, profits and other income collected by him in the following order:

- (i) to payment of all reasonable fees of the receiver, if any, approved by the court;
  - (ii) to the items listed in clauses i through iii in "D" above (to the extent applicable) in the priority as numbered;
  - (iii) to expenses for normal maintenance, operation and management of the Mortgaged Property, including but not limited to Beneficiary's out-of-pocket costs and all other costs and expenses which Beneficiary is entitled to pay or incur pursuant to this Assignment of Leases and Rents; and
  - (iv) the balance to Beneficiary to be credited, prior to commencement of foreclosure, against the Secured Indebtedness, in such order as Beneficiary may elect, or to be credited, after commencement of foreclosure, to the amount required to be paid to effect a reinstatement prior to foreclosure sale, or to be credited, after a foreclosure sale, to any deficiency and then to the amount required to be paid to effect a redemption, pursuant to Nebraska Statutes, with any excess to be paid to Trustor. The receiver shall file periodic accountings as the court determines are necessary and a final accounting at the time of his discharge. Beneficiary shall have the right, at any time and without limitation, as provided in Nebraska Statutes to advance money to the receiver to pay any part or all of the expenses which the receiver should otherwise pay, if cash were available from the Mortgaged Property, and all sums so advanced, with interest at the Default Rate, shall be a part of the sum required to be paid to redeem from any foreclosure sale.
- F. Upon the happening of any of the events set forth in "D" above, or during any period of redemption after foreclosure sale, and prior to the appointment of a receiver as hereinbefore provided, Beneficiary shall have the right to collect the Rents, issues, profits and other income of every kind from the Mortgaged Property and apply the same in the manner hereinbefore provided for the application thereof by a receiver. Enforcement hereof shall not cause Beneficiary to be deemed a mortgagee in possession, unless it elects in writing to be so deemed. For the purpose aforesaid, Beneficiary may enter and take possession of the Mortgaged Property, manage and operate the same and take any action which, in Beneficiary's judgment, is necessary or proper to conserve the value of the Mortgaged Property. Beneficiary may also take possession of, and for these purposes use, any and all of the Premises and Accessories contained in the Mortgaged Property.
- G. The costs and expenses (including any receiver's fees and reasonable attorney's fees) incurred by Beneficiary pursuant to the powers herein contained shall be immediately reimbursed by Trustor to Beneficiary on demand, shall be secured hereby and shall bear interest from the date incurred at the Default Rate. Beneficiary shall not be liable to account to Trustor for any action taken pursuant

hereto, other than to account for any Rents actually received by Beneficiary. Beneficiary shall have the right to compromise any claim or set-off against rent which any lessee or Tenant may assert pursuant to any of the Leases, and any such compromise shall be binding and enforceable against Trustor, unless Beneficiary acted in a grossly negligent and reckless manner, EXCEPT, HOWEVER, nothing contained in this paragraph shall require Beneficiary to take any action to compromise or settle any such claim.

- H. Trustor shall not, without the prior written consent of Beneficiary first obtained, further assign the Rents, issues or profits or deposits from, or relating to, the Mortgaged Property, and any such assignment without the prior written consent of Beneficiary shall be null, void and of no force or effect.

Section 2.10 - Personal Property Security Interest.

- A. In addition to creating a lien against the Mortgaged Property, this Deed of Trust constitutes a security agreement and is intended to, and Trustor does hereby grant all right, title and interest to, and create a security interest in favor of Beneficiary in all fixtures, leases, Rents, issues, income, profits property, personal property, equipment, instruments, general intangibles, accounts (including deposit accounts with Beneficiary of any kind), contract rights and claims included within or related to the Mortgaged Property, and in all deposits made pursuant to impound provisions hereof and all insurance policies and unearned premiums prepaid thereon, insurance proceeds (whether or not Trustor is required to carry such insurance by Beneficiary hereunder), and awards, payments or consideration for the taking of the Mortgaged Property, or any portion thereof, by condemnation or exercise of the power of eminent domain, or from any sale in lieu or in anticipation thereof, assigned by Trustor to Beneficiary hereunder (collectively, the "Personal Property"), at any time situated on or used in connection with the construction, maintenance or operation of the Mortgaged Property, to the extent that a security interest may be granted therein under the terms of the Nebraska Uniform Commercial Code. Trustor agrees to supply Beneficiary, but not more frequently than once each calendar year, with an inventory of all such property in a form acceptable to Beneficiary, from time to time, upon receipt of a written request therefor from Beneficiary.
- B. This Deed of Trust shall be self-operative with respect to such Personal Property, but Trustor shall execute and deliver on demand from Beneficiary one or more security agreements, financing statements and other instruments as Beneficiary may request in order to impose the lien hereof more specifically upon any such Personal Property, the terms and conditions thereof to be as required by Beneficiary, in Beneficiary's sole and absolute discretion. The security interest in the Personal Property as created hereby shall be subject to the right of Trustor and Tenants of Trustor to replace any such Personal Property from time to time so long as the replacement Personal Property has a fair market value, as determined by Beneficiary, in Beneficiary's sole and absolute discretion, equal to, or greater than the fair market value of the property replaced. The Personal Property may be

moved about and relocated from time to time within the Mortgaged Property without the prior consent of Beneficiary first obtained.

- C. Trustor agrees that, all property of every nature and description, whether real or personal, covered by this Deed of Trust, together with all Personal Property covered by the security interest granted hereby, in the Loan Documents or as contained in other instruments executed or to be executed by Trustor, are encumbered as one unit, and upon default by Trustor under the Note secured hereby, or under this Deed of Trust, or any security agreement given pursuant to this paragraph, this Deed of Trust and such security interest, at Beneficiary's option, may be foreclosed or sold in the same proceeding, and all of the Mortgaged Property (both realty and personalty) may, at Beneficiary's option, be sold as such in one unit as a going business, subject to the provisions and requirements of all applicable Nebraska law. The filing of any financing statement relating to any Personal Property or rights or interest generally or specifically described herein shall not be construed to diminish or alter any of Beneficiary's rights or priorities hereunder.
- D. This Deed of Trust also constitutes a fixture filing pursuant to the provisions of Nebraska Uniform Commercial Code with respect to those portions of the Mortgaged Property consisting of goods or property which are now or are to become fixtures relating to the Land. Trustor covenants and agrees that the filing of this Deed of Trust in the official records of the county in which the Mortgaged Property is located shall also operate from the date of such filing as a fixture filing in accordance with Nebraska Uniform Commercial Code. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created pursuant to the Nebraska Uniform Commercial Code any other security interest in such items, including replacements and additions thereto. Upon the occurrence of an Event of Default, Beneficiary shall have the remedies of a secured party under the Nebraska Uniform Commercial Code and may also invoke the other remedies provided in this Deed of Trust. For purposes of this fixture filing, the name of the debtor is PACIFIC 192 LLC, a Nebraska limited liability company and the name of the secured party is GREAT WESTERN BANK, a South Dakota corporation, its successors and/or assigns. The respective addresses of the debtor and secured party are set forth on the first page of this Deed of Trust. The description of the collateral constituting fixtures is contained in the granting clauses of this Deed of Trust. The description of the real property to which the collateral is related is contained in Exhibit A attached hereto. Trustor is the record owner of the real property. Trustor hereby authorizes Beneficiary or Trustee to file any financing statement or



financing statement amendment covering any property or relating to the security interest created herein without the signature of Trustor, as debtor.

- E. This Deed of Trust secures an obligation incurred for the construction of Improvements on the Land. This Deed of Trust is a construction deed of trust within the meaning of applicable statutes.

Section 2,11 - Ground Lease.

- A. General. Some part of the Mortgaged Property is held by Trustor under that certain Lease Agreement dated January 5, 2015 between Richard G. Eurich and JoAnne Eurich, Trustees of the Richard G. Eurich Trust, JoAnne Eurich and Richard G. Eurich, Trustees of the JoAnne Eurich Trust, Harold H. Eurich and Gwendolyn L. Eurich, Trustees of the Harold H. Eurich Trust of 1999, and Gwendolyn L. Eurich and Harold H. Eurich, Trustees of the Gwendolyn L. Eurich Trust of 1999 as (collective) landlord or lessor (with successors and assigns, including estates and anyone acting for them in any bankruptcy, and including any debtor in possession acting for them referred to herein as the "Ground Lessor") and Trustor as tenant or lessee, a memorandum of which was filed of record with the REGISTER OF DEEDS of Douglas County Nebraska at Book Instrument Page 2017043481 (the "Ground Lease"). The Ground lease premises or property is identified on Exhibit A (and hereafter referred to as the "Ground Lease Property").
- B. Representations and Warranties Regarding Ground Lease. Trustor represents and warrants in favor of Lender that, except as set forth in Ground Lessor's estoppel certificate delivered in connection with the closing of the Loan:
- (i) The Ground Lease contains the entire agreement of Ground Lessor and Trustor pertaining to the Mortgaged Property. Trustor has no estate, right, or interest in or to the Mortgaged Property except under and pursuant to the Ground Lease. No modifications or amendments have occurred to the Ground Lease, and to Trustor's knowledge no such modifications or amendments are contemplated.
  - (ii) The Ground Lease is in full force and effect. The regular term of the Ground Lease (the "Ground Lease Term") has commenced, is in effect, and is scheduled to expire on January 4, 2115. There are no options to extend the Ground Lease Term. Except as expressly set forth in the Ground Lease, there are no rights to terminate the Ground Lease other than Ground Lessor's right to terminate by reason of default or condemnation. Except as expressly set forth in the Ground Lease, Trustor has no right to purchase any interest in the Mortgaged Property.
  - (iii) No breach or default or event that with the giving of notice or passage of time would constitute a breach or default of or under the Ground Lease (a "Ground Lease Default") exists or has occurred (A) to Trustor's knowledge, as to Trustor's obligations under the Ground Lease, nor (B) to Trustor's

knowledge, as to Ground Lessor's obligations under the Ground Lease. Trustor has not received any written notice, communication, or information that a Ground Lease Default has occurred or exists, or that Ground Lessor or any third party alleges the same to have occurred or exist.

- (iv) Trustor is the exclusive owner of the lessee's interest under and pursuant to the Ground Lease. Trustor has not assigned, transferred, or encumbered its interest in, to, or under the Ground Lease, except in favor of Lender pursuant to this Deed of Trust and the other Loan Documents, and also except for subleases as to which Trustor is the sublessor.

C. Compliance with the Ground Lease. Trustor shall (i) pay all rents, additional rents and other sums required to be paid by Trustor, as tenant under and pursuant to the provisions of the Ground Lease; (ii) diligently perform and observe all of the terms, covenants and conditions of the Ground Lease on the part of Trustor as tenant thereunder; and (iii) promptly notify Beneficiary of the giving of any notice by the landlord under the Ground Lease to Trustor of any default by Trustor, as tenant thereunder, and deliver to Beneficiary a true copy of each such notice. If Trustor shall have or receive notice or information that compliance with any of Trustor's obligations under either this Deed of Trust or the Ground Lease may constitute or give rise to a breach or default under either one of them, then Trustor immediately shall notify Lender in writing of the same. If Lender shall have or receive any such notice or information, then Lender may (but shall not be obligated to) give written instructions to Trustor, in which case Trustor shall comply with such instructions. Trustor shall not, without the prior consent of Lender, surrender the leasehold estate created by the Ground Lease or terminate or cancel the Ground Lease or modify, change, supplement, alter or amend the Ground Lease, in any respect, either orally or in writing, and if Trustor shall default in the performance or observance of any term, covenant or condition of the Ground Lease on the part of Trustor as tenant thereunder, Lender shall have the right, but shall be under no obligation, to pay any sums and to perform any act or take any action as may be appropriate to cause all of the terms, covenants and conditions of the Ground Lease on the part of Trustor to be performed or observed on behalf of Trustor, to the end that the rights of Trustor in, to and under the Ground Lease shall be kept unimpaired and free from default. If the Ground Lessor shall deliver to Lender a copy of any notice of default under the Ground Lease, such notice shall constitute full protection to Lender for any action taken or omitted to be taken by Lender, in good faith, in reliance thereon. Trustor shall exercise each individual option, if any, to extend or renew the term of the Ground Lease upon demand by Lender made at any time within one (1) year prior to the last day upon which any such option may be exercised, and Trustor hereby expressly authorizes and appoints Lender its attorney-in-fact to exercise any such option in the name of and upon behalf of Trustor, which power of attorney shall be irrevocable and shall be deemed to be coupled with an interest.

D. Subleases. Notwithstanding anything contained in the Ground Lease to the contrary, Trustor shall not further sublet any portion of the Ground Lease Property without prior written consent of Lender. Each such Lender-approved sublease hereafter made shall provide that, (i) in the event of the termination of the Ground

Lease, the lease shall not terminate or be terminable by the lessee; (ii) in the event of any action for the foreclosure of this Deed of Trust, the lease shall not terminate or be terminable by the subtenant by reason of the termination of the Ground Lease unless the lessee is specifically named and joined in any such action and unless a judgment is obtained therein against the lessee; and (iii) in the event that the Ground Lease is terminated as aforesaid, the lessee shall attorn to the lessor under the Ground Lease or to the purchaser at the sale of the Ground Lease Property on such foreclosure, as the case may be. In the event that any portion of the Land shall be sublet pursuant to the terms of this Subsection, such sublease shall be deemed to be included in the Ground Lease Property.

- E. No Merger of Fee and Leasehold Estates; Releases. So long as any portion of the Secured Indebtedness shall remain unpaid, unless Lender shall otherwise consent, and notwithstanding the pledge of the Non-Borrower Trustors of the fee title to the Ground Lease Property and the leasehold estate therein created pursuant to the provisions of the Ground Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in Trustor, lessor/owner, or in any other person by purchase, operation of law or otherwise. Lender reserves the right, at any time, to release portions of the Mortgaged Property, including, but not limited to, the leasehold estate created by the Ground Lease, with or without consideration, at Lender's election, without waiving or affecting any of its rights hereunder or under the Note or the other Loan Documents and any such release shall not affect Lender's rights in connection with the portion of the Mortgaged Property not so released.
- F. Trustor's Acquisition of Fee Estate. In the event that Trustor, so long as any portion of the Secured Indebtedness remains unpaid, shall be or become the owner and holder of the fee title to the Ground Lease Property, the lien of this Deed of Trust shall be spread to cover Trustor's fee title to the Ground Lease Property and said fee title shall be deemed to be included in the Mortgaged Property. Trustor agrees, at its sole cost and expense, including without limitation, Lender's reasonable attorney's fees, to (i) execute any and all documents or instruments necessary to subject its fee title to the Ground Lease Property to the lien of this Deed of Trust; and (ii) provide a title insurance policy which shall insure that the lien of this Deed of Trust is a first lien on Trustor's fee title to the Ground Lease Property.
- G. Notice of Default. If Trustor shall have or receive any notice or information that any Ground Lease Default has occurred, then Trustor promptly shall notify Lender in writing of the same and promptly shall deliver to Lender a true and complete copy of each such notice. Further, Trustor immediately shall provide such documents and information as Lender shall request concerning the Ground Lease Default.
- H. Lender's Right to Cure. If any Ground Lease Default shall occur, or if Lender reasonably believes that a Ground Lease Default has occurred, or if Ground Lessor asserts that a Ground Lease Default has occurred (whether or not Trustor questions or denies such assertion), and has remained uncured beyond all notice and cure

periods under the Ground Lease, then Lender may (but shall not be obligated to) take any action that Lender deems necessary or desirable, including, without limitation, (i) performance or attempted performance of any of Trustor's obligations under the Ground Lease; (ii) curing or attempting to cure any actual or purported Ground Lease Default; (iii) mitigating or attempting to mitigate any damages or consequences of the same; and (iv) entry upon the Mortgaged Property for any or all of such purposes. Upon Lender's request, Trustor shall submit satisfactory evidence of payment or performance of any of its obligations under the Ground Lease. Lender may pay and expend such reasonable sums of money as Lender in its sole discretion deems necessary or desirable for any such purpose, and Trustor shall pay to Lender immediately upon demand all such sums so paid or expended by Lender, together with interest thereon from the date of expenditure at the Default Rate.

- I. Acquisition of New Interests. If the Ground Lease shall be rejected, canceled, or terminated, and if Lender or its nominee thereafter or in connection therewith shall acquire any right, title, interest or estate in or to the Mortgaged Property (which may include without limitation any new lease of the Mortgaged Property) then Trustor shall have no right, title, interest or estate in or to such new lease, or the leasehold estate created by such new lease, or any other interest of Lender or its nominee in the Mortgaged Property.
- J. Legal Action. Trustor shall not commence any action or proceeding against Ground Lessor or affecting or potentially affecting the Ground Lease or Trustor's or Lender's interest therein without the prior written consent of Lender, which Lender may withhold in its sole and absolute discretion. Trustor shall notify Lender promptly upon Trustor's actual knowledge thereof, if any action or proceeding shall be commenced between Ground Lessor and Trustor, or affecting or reasonably anticipated to affect the Ground Lease or Trustor's or Lender's interest therein (including, without limitation, any case commenced by or against Ground Lessor under the Bankruptcy Code). Lender shall have the option, exercisable upon prior written notice from Lender to Trustor, to conduct and control any such action or proceeding with counsel of Lender's choice. Lender may proceed in its own name, and if required under applicable law in connection with such action or proceeding, in the name of Trustor, in such action or proceeding, and Trustor shall cooperate with Lender, comply with the instructions of Lender (which may include withdrawal or exclusion of Trustor from such action or proceeding), and execute any and all powers, authorizations, consents or other documents reasonably required by Lender in connection therewith. Neither Trustor nor Lender shall settle any such action or proceeding without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.
- K. Estoppel Certificate. Trustor shall obtain and deliver to Lender (i) an estoppel certificate in such form and within such time periods as required under the Ground Lease; or (ii) if no form of estoppel certificate or time period for delivery thereof is specified in a Ground Lease, within twenty (20) days after written request by Lender, an estoppel certificate from Ground Lessor setting forth (A) the identities

of the original lessor and lessee under the Ground Lease and each of their respective successors, (B) that the Ground Lease has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (C) the rent payable under the Ground Lease, (D) the dates to which all rent and other charges have been paid, (E) whether there are any alleged Ground Lease Defaults and, if so, setting forth the nature thereof in reasonable detail, and (F) such other matters as Lender may reasonably request.

L. No Assignment. Notwithstanding anything to the contrary contained herein, this Deed of Trust shall not constitute an assignment of the Ground Lease except for security purposes, and Lender shall have no liability or obligation thereunder by reason of its acceptance of this Deed of Trust.

M. Bankruptcy.

(i) If Ground Lessor shall reject the Ground Lease under or pursuant to Section 365 of the Bankruptcy Code, Trustor shall not elect to treat the Ground Lease as terminated but shall elect to remain in possession of the Mortgaged Property and the leasehold estate under the Ground Lease. The lien of this Deed of Trust does and shall encumber and attach to all of Trustor's rights and remedies at any time arising under or pursuant to Section 365 of the Bankruptcy Code, including without limitation, all of Trustor's rights to remain in possession of the Mortgaged Property and the leasehold estate. If Ground Lessor (in the event of a bankruptcy proceeding filed by or against any Ground Lessor) shall seek permission of the Bankruptcy Court to sell or transfer the ground-leased property free and clear of the Ground Lease under Section 363(f) of the Bankruptcy Code, Trustor shall (unless otherwise directed in writing by Lender) not consent to (and shall object to) such attempted sale or transfer and shall promptly assert and pursue its right to adequate protection of its leasehold estate under the Ground Lease, in a manner acceptable to Lender, under Section 363(e) of the Bankruptcy Code.

(ii) Trustor acknowledges and agrees that in any case commenced by or against Trustor (or Ground Lessor) under the Bankruptcy Code, Lender by reason of the liens and rights granted under this Deed of Trust and the Loan Documents shall have a substantial and material interest in the treatment and preservation of Trustor's rights and obligations under the Ground Lease, and that Trustor shall, in any such bankruptcy case, provide to Lender immediate and continuous adequate protection of such interests, to the extent it may do so under applicable law. Trustor and Lender agree that such adequate protection shall include but shall not necessarily be limited to the following, to the extent permissible under applicable law:

(a) Lender shall be deemed a party to the Ground Lease (but shall not have any obligations thereunder) for purposes of Sections 363 and 365 of the Bankruptcy Code, and shall have standing to appear and

act as a party in interest in relation to any matter arising out of or related to the Ground Lease or the Mortgaged Property.

- (b) Trustor shall serve Lender with copies of all notices, pleadings and other documents received by Trustor relating to or affecting the Ground Lease or the Mortgaged Property. Any notice, pleading or document served by Trustor on any other party in the bankruptcy case shall be contemporaneously served by Trustor on Lender, and any notice, pleading or document served upon or received by Trustor from any other party in the bankruptcy case shall be served by Trustor on Lender promptly upon receipt by Trustor
  - (c) Upon written request of Lender, Trustor shall assume the Ground Lease, and shall take such steps as are necessary to preserve Trustor's right to assume the Ground Lease, including without limitation obtaining extensions of time to assume or reject the Ground Lease under Subsection 365(d) of the Bankruptcy Code to the extent it is applicable, and objecting to any attempt by any Ground Lessor (in the event of a bankruptcy proceeding filed by or against any Ground Lessor) to sell or transfer the ground-leased property free and clear of the Ground Lease under Section 363 of the Bankruptcy Code and timely asserting and pursuing its right to adequate protection under Section 363(e) of the Bankruptcy Code in such event.
  - (d) If Trustor or Ground Lessor seeks to terminate or reject the Ground Lease or have the Ground Lease deemed terminated or rejected, then prior to the hearing on such termination or rejection Lender shall be given no less than twenty (20) days' notice and opportunity to elect in lieu of such termination or rejection to have the Ground Lease assumed and assigned to a nominee of Lender. If Lender shall so elect to assume and assign the Ground Lease, then Trustor shall continue any request to terminate or reject the Ground Lease until after the motion to assume and assign has been heard. If Lender shall not elect to assume and assign the Ground Lease, then Lender may obtain in connection with the termination or rejection of the Ground Lease a determination that Ground Lessor, at Lender's option, shall (1) agree to terminate the Ground Lease and enter into a new lease with Lender on the same terms and conditions as the Ground Lease, for the remaining term of the Ground Lease, or (2) treat the Ground Lease as breached and provide Lender with the rights to cure defaults under the Ground Lease and to assume the rights and benefits of the Ground Lease.
- (iii) Trustor shall join with and support any request by Lender to grant and approve the foregoing as necessary for adequate protection of Lender's interests. Notwithstanding the foregoing, Lender may seek additional terms

and conditions, including such economic and monetary protections as it reasonably deems appropriate to adequately protect its interests, and any request for such additional terms or conditions shall not delay or limit Lender's right to receive the specific elements of adequate protection set forth herein.

- (iv) Trustor hereby appoints Lender as its attorney in fact to act on behalf of Trustor in connection with all matters relating to or arising out of the assumption, termination, or rejection of the Ground Lease, in which the other party to the lease is a debtor in a case under the Bankruptcy Code. This grant of power of attorney is present, unconditional, irrevocable, durable and coupled with an interest.
- (v) Where reference is made to any code section or other law, the same shall include any successor statute or provisions of law to the same or substantially the same effect.

### III. - GENERAL PROVISIONS

Section 3.1 - Non-Waiver. The acceptance by Beneficiary of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums secured hereby or to declare a default as herein provided. The acceptance by Beneficiary of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Trustor to pay the entire sum then due, and Trustor's failure to pay said entire sum then due shall be and continue to be a default, notwithstanding such acceptance of such amount on account, as aforesaid, and Beneficiary or Trustee shall be at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Beneficiary thereafter of further sums on account, or otherwise, entitled to exercise all rights in this Deed of Trust conferred upon them, or either of them, upon the occurrence of a default, and the right to proceed with foreclosure or Trustee's sale shall in no way be impaired, whether any of such amounts are received prior or subsequent to such notice.

Section 3.2 - Late Payment Charge. Should any payment secured hereby be not paid within ten (10) days after the same becomes due and payable, it is recognized by Trustor that Beneficiary will incur extra expenses for handling of delinquent payments, in loss to Beneficiary of the use of the money due, in frustration to Beneficiary in meeting its loan commitments and related costs and expenses, the exact amount of such extra expenses being impossible to ascertain, and in such case Trustor shall pay to Beneficiary a late payment charge as provided in the Note.

Section 3.3 - Substitute Performance by Beneficiary. Should Trustor fail to pay or perform when required any obligation of Trustor hereunder, or pursuant to the Note secured hereby, the Loan Documents or any other instrument or agreement of Trustor in connection herewith, Beneficiary may, but shall not be obligated to, without regard to the adequacy of its security and without prejudice to its right to declare a default hereunder, pay or perform the same without notice or demand to or upon Trustor. The payment by Beneficiary of any delinquent tax, assessment or governmental charge, or any lien or encumbrance which Beneficiary in good faith believes might

be prior hereto, or any insurance premium for insurance which Trustor is obligated to maintain hereunder but which Beneficiary in good faith believes has not been provided, shall be conclusive between the parties as to the legality and amount so paid. Beneficiary shall be subrogated to all rights, equities and liens discharged by any such expenditure. After an Event of Default hereunder, or pursuant to the Note secured hereby, the Loan Documents or any other instrument or obligation of Trustor in connection with the loan secured hereby, and whether or not an action is instituted to enforce any provision of this Deed of Trust, the Note, the Loan Documents or such other instrument or obligation of Trustor, Trustor shall pay to Beneficiary any reasonable sums incurred by Beneficiary for reasonable attorneys' fees and Beneficiary's costs to enforce this Deed of Trust, the Note, the Loan Documents or other instrument or obligation of Trustor in connection with the loan secured hereby, or to protect or enforce any of Beneficiary's rights pursuant thereto. Any amounts so paid pursuant to this Section 3.3, or the cost of such performance, together with Beneficiary's costs and all of Beneficiary's expenses incurred in connection with such payment or performance, and any amounts for which Trustor is specifically obligated to reimburse Beneficiary or Trustee pursuant to provisions hereof, including interest on all such amounts at the Default Rate provided in the Note, from the date paid by Beneficiary until repaid to Beneficiary, shall be payable by Trustor to Beneficiary immediately upon notice to Trustor of the amount owing, without further demand, shall be secured by this Deed of Trust, and shall be added to the judgment in any suit brought by Beneficiary or Trustee against Trustor hereon.

Section 3.4 - Non-Liability of Trustee. Trustee shall be protected in acting upon the instruction of Beneficiary and shall have no liability for any act or omission to act, but excluding the gross negligence or willful misconduct of Trustee. Trustee shall be entitled to rely upon the advice of counsel in any and all of its actions.

Section 3.5 - Certain Actions by Trustee. At any time, or from time to time, without liability therefor and without notice, upon the written request of Beneficiary and presentation of the Note and this Deed of Trust for endorsement, without affecting the personal liability of any person for the payment of the Secured Indebtedness, and without affecting the lien of this Deed of Trust upon the Mortgaged Property for the full amount of all amounts secured hereby, Trustee may (a) reconvey all or any part of the Mortgaged Property, (b) consent to the making of any map or plat thereof, (c) join in granting any easement thereon or in creating any covenants or conditions restricting use or occupancy thereof, or (d) join in any extension agreement or in any agreement subordinating the lien or charge hereof.

Section 3.6 - Reconveyance. Upon written request of Beneficiary stating that all sums secured hereby have been paid under the Note, and upon payment of its fees, Beneficiary shall reconvey, without warranty, the property then held hereunder. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." When the Mortgaged Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future Rents, issues and profits of the Mortgaged Property to the person or persons legally entitled thereto.

Section 3.7 - Compensation and Indemnification of Trustee. Trustee shall be entitled to reasonable compensation for all services rendered or expenses incurred in the administration or execution of the trusts hereby created, and Trustor hereby agrees to pay same, subject to all legal limitations. Trustee and Beneficiary shall be indemnified and held harmless by Trustor for any liability, damage or expense, including reasonable attorneys' fees, Beneficiary's costs and amounts



paid in settlement, which they or either of them may incur or sustain in the execution of this trust or in the doing of any act which they, or either of them, are required or permitted to do by the terms hereof or by law, and they shall be reimbursed therefor in accordance with the provisions herein.

Section 3.8 - Statute of Limitations. The pleading of any statute of limitations as a defense to any obligation secured by this Deed of Trust is hereby waived to the fullest extent permitted by law.

Section 3.9 - Substitution of Trustee. Beneficiary may substitute the Trustee hereunder from time to time, with or without any cause whatsoever, by an instrument in writing in any manner now or hereafter permitted by law. Such writing shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall thereupon and without conveyance from the predecessor Trustee, succeed to all its title, estate, rights, powers and duties. If Beneficiary is a corporation or limited liability company, such appointment may be made on behalf of Beneficiary by any person who is then the president, or a vice-president, assistant vice-president, treasurer, cashier, secretary, manager or any other authorized officer or agent of Beneficiary.

Section 3.10 - Definitions. The term "Beneficiary" means the original Beneficiary hereunder, or any future owner and holder, including pledgees, of the Note. This Deed of Trust in all its parts applies to and binds the successors and assigns of Trustor. The provisions hereof shall apply according to the context thereof and without regard to the number or gender of words or expressions used. Other capitalized terms not defined herein shall have the meaning given to them in the Loan Agreement between Trustor and Beneficiary.

Section 3.11 - Amendment. No alteration or amendment of this Deed of Trust, or the Note, or the Loan Documents, shall be effective unless in writing and signed by the parties sought to be charged or bound thereby. **THIS WRITTEN AGREEMENT TOGETHER WITH THE OTHER LOAN DOCUMENTS REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS OF THE PARTIES.**

Section 3.12 - Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 3.13 - Notices. Any notice demand, consent, approval, request, or other communication or document required or permitted to be given by a party hereto to another party shall be deemed to have been given when (i) delivered personally (with written confirmation of receipt); (ii) sent by telefacsimile to a fax number as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iii) sent by email to an email address as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iv) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt

requested); or (v) received by the addressee, if sent by certified mail, return receipt requested, to the address set forth in the introductory paragraphs of this Deed of Trust.

Section 3.14 - Representations, Warranties and Covenants of Trustor. Trustor hereby represents and warrants as follows:

- A. That Pacific 192 LLC is a duly formed limited liability company, validly existing, and in good standing under the laws of the State of Nebraska, and with power to (i) incur the Secured Indebtedness evidenced by the Note; (ii) grant this Deed of Trust; and (iii) enter into the other Loan Documents and all other instruments executed and delivered to Beneficiary concurrently herewith;
- B. That this Deed of Trust, the Note, the other Loan Documents and all other instruments executed and delivered to Beneficiary concurrently herewith were executed in accordance with the requirements of law and in accordance with any requirements of the Certificate of Organization and Operating Agreement (as amended and restated) of Pacific 192 LLC, and any amendments thereto;
- C. That the execution by Pacific 192 LLC of this Deed of Trust, the Note, the other Loan Documents, and all other instruments executed and delivered to Beneficiary concurrently herewith, and the full and complete performance by the Trustor of the provisions thereof, is authorized by Trustor's Certificate of Organization and Operating Agreement (as amended and restated) and by appropriate resolution of Trustor's members and/or managers and will not result in any breach of, or constitute a default under, or result in the creation of any lien, charge or encumbrance (other than those contained herein or in any instrument delivered to Beneficiary concurrently herewith) upon any property or assets of the Trustor under either the Certificate of Organization and Operating Agreement (as amended and restated) of the Trustor or any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the Trustor is a party or by which the Trustor is bound;
- D. That save and except for taxes and assessments which are to be paid by Trustor as specified herein, Trustor will not create or suffer to permit to be created, subsequent to the date of the execution and delivery of this Deed of Trust, any lien or encumbrance upon the Mortgaged Property which shall be or may become superior hereto;
- E. That as of the date of execution of this Deed of Trust Trustor is the legal owner of all of the Mortgaged Property;
- F. That no portion of the proceeds of the Loan in part evidenced by the Note shall be used by Trustor for the purpose of purchasing, acquiring or owning registered equity securities as defined in Regulation G of the United States Federal Reserve

Board or for the purpose of refinancing, releasing or retiring any Secured Indebtedness originally incurred for such purpose;

- G. That Trustor is duly authorized to do business in the State of Nebraska;
- H. That the Trustor covenants and agrees to fully and promptly pay the principal and all interest payable under the Note when and as the same becomes due, whether at the stated maturity thereof, or by acceleration, call for redemption, or otherwise, and to fully and promptly perform all other covenants and agreements required to be performed by the Trustor under the Note and the Loan Documents;
- I. That Trustor shall pay or shall cause to be paid when due all utility charges which are incurred by Trustor for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property for gas, electricity, water or sewer services furnished to the Mortgaged Property and all other assessments or charges of a similar nature, whether public or private, affecting or related to the Mortgaged Property or any portion thereof;
- J. As of the date hereof and throughout the term of this Deed of Trust, (i) Trustor is not and will not be an "employee benefit plan" as defined in Section 3(3) of ERISA, which is subject to Title I of ERISA; (ii) the assets of Trustor do not and will not constitute "plan assets" of one or more such places for purposes of Title I of ERISA; (iii) Trustor is not and will not be a "governmental plan" within the meaning of Section 3(32) of ERISA; and (iv) transactions by or with Trustor are not and will not be subject to state statutes applicable to Trustor regulating investments of and fiduciary obligations with respect to governmental plans. Trustor shall deliver to Lender such certifications or other evidence as requested by Lender from time to time of Trustor's compliance with the foregoing representations and warranties; and
- K. That it confirms, will abide by and is liable for all representations, warranties, covenants and agreements of the several Loan Documents.

Section 3.15 - Due on Sale or Encumbrance. In the event that without first obtaining the written consent of the Beneficiary, which consent may be granted, withheld or conditioned by Beneficiary in Beneficiary's sole discretion, there shall be any (i) transfer, sale, mortgage or conveyance (except leases of space in the Mortgaged Property as specifically permitted under the Loan Agreement) of all or any part of the interest of the Trustor in the Mortgaged Property or any part thereof, whether voluntarily or by operation of law; or (ii) transfer, sale, conveyance, or pledge of majority interest or control of any membership interests in Pacific 192 LLC, or (iii) mortgage, pledge, encumbrance or lien to be outstanding against the Mortgaged Property, or any portion thereof, or any security interest to exist therein, except as created by this Deed of Trust and the other documents which secure the Note, and except Permitted Encumbrances, the entire amount secured hereby shall become immediately due and payable without notice at the option of the Beneficiary and failure to exercise such option shall not constitute a waiver of the right to exercise the same in the event of any subsequent transfer, sale or conveyance. It is understood that a consent by the Beneficiary to any such transfer, conveyance or mortgage shall not be deemed a waiver of the right to require such consent to any subsequent transfer, mortgage or conveyance and that the

provisions of this paragraph shall be binding upon any and all successive holders of the interest of the Trustor in the Mortgaged Property or any part thereof.

**NOTICE - THE SECURED INDEBTEDNESS IS SUBJECT TO ACCELERATION IN THE EVENT OF A TRANSFER WHICH IS PROHIBITED UNDER THIS SECTION.**

No transfer, conveyance, lease, sale or other disposition shall relieve Trustor from personal liability for its obligations hereunder or under the Note, whether or not the transferee assumes this Deed of Trust. The Beneficiary may, without notice to the Trustor, deal with any successor owner of all or any portion of the Mortgaged Property in the same manner as with the Trustor, without in any way discharging the liability of the Trustor hereunder or under the Note.

Section 3.16 - Environmental/Hazardous Materials.

- A. Any terms used in this Section which are defined in local, state or federal statutes, codes, ordinances, rules and/or regulations promulgated in relation thereto shall have the meaning assigned to such terms in such statutes, codes, ordinances, rules and regulations.
- B. The Trustor hereby represents that:
  - (i) To the best of the Trustor's knowledge, after due inquiry and investigation, the Mortgaged Property has never been used by previous owners or occupants or by the Trustor to generate, manufacture, refine, transport, treat, store, handle or dispose of any toxic material, hazardous substances or hazardous waste, including any solid, liquid, gaseous, or thermal contaminant such as smoke, fumes, acids or wastes, except as disclosed in Environmental Reports, and the Trustor will not use the Mortgaged Property for such purposes;
  - (ii) To the best of the Trustor's knowledge, after due inquiry and investigation except as disclosed to Lender in written reports addressed to and delivered to the Lender (the "Environmental Reports"), the Mortgaged Property has never contained any underground or above-ground storage tanks or any asbestos, asbestos-containing materials, polychlorinated biphenyls (PCBs) (in the form of electrical transformers, cooling oils, or other form), radioactive materials, explosives, petroleum products or other toxic materials, hazardous substances or hazardous wastes, and the Trustor shall not permit such materials, substances or wastes to be present on the Mortgaged Property;
  - (iii) The Trustor has not received a summons, citation, directive, letter or other communication, written or oral, from any local or state agency or agency of the U.S. Government concerning the Mortgaged Property or any intentional or unintentional action or omission on the part of the Trustor, with respect to toxic materials, hazardous substances or hazardous wastes upon or affecting the Mortgaged Property or in waters or lands in or outside of the State of Nebraska;

- (iv) The Trustor shall not cause or permit to exist, as a result of an intentional or unintentional act or omission on its part, a release, spill, leakage, pumping, emission, pouring, emptying or dumping of a toxic material, hazardous substance or hazardous waste into waters or onto lands within or without the State of Nebraska, unless said release, spill, leak, etc. is pursuant to and in compliance with the conditions of a permit issued by appropriate federal or state governmental authorities.

Should any representation or warranty contained herein prove to be false or should the Trustor fail to comply with the affirmative covenants contained in this Section, any such false representation or warranty or any such failure to comply shall constitute an Event of Default hereunder and shall entitle the Beneficiary to exercise all remedies available to it hereunder.

- C. The Trustor is aware that the Beneficiary is relying on the representations contained in this Section in making the loan secured by this Deed of Trust, and the Trustor hereby agrees to indemnify, defend and hold the Beneficiary harmless against any loss, cost, claims, demands, judgments, damages, causes of action, penalties and expenses incurred by the Beneficiary, whether during the term hereof or at any time thereafter, including, but not limited to, reasonable attorneys' fees, arising out of or in any way connected with the actual, alleged or threatened discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic material or hazardous substances or hazardous waste on or from the Mortgaged Property, or the use, specification or inclusion of any product containing such substances, or the performance of (or failure to perform) the abatement of any source of pollution, or the replacement or removal of any soil, water, surface water or groundwater containing such substances and any action taken by Beneficiary to enter and inspect the Mortgaged Property, and any actions taken by Beneficiary to appoint a receiver. The Trustor, and its successors and assigns, shall bear, pay and discharge when the same become due and payable, all such judgments, awards or claims for damages, penalties or otherwise against the Beneficiary, and shall hold the Beneficiary harmless therefrom, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations with any and all persons, political subdivisions or government agencies arising out of any of the occurrences described herein. The indemnification set forth in this Section shall survive any termination, satisfaction or release of this Deed of Trust; provided, however, that said indemnification shall apply only when the event(s) giving rise to such indemnification obligations occurred prior to such termination, satisfaction or release, and provided, further, that said indemnification shall not apply when the event(s) giving rise to such indemnification obligations were caused solely by the Beneficiary's negligence or intentional acts.

Section 3.17 - Offsets. No offset or claim that Trustor now or may in the future have against Beneficiary shall relieve Trustor from paying any amount due under this Deed of Trust or performing any other obligation herein or secured hereby.

Section 3.18 - Further Assurances. Trustor will, upon request of Beneficiary, promptly correct any errors which may be discovered in the contents of this Deed of Trust or in the execution or acknowledgment hereof, and will execute, acknowledge and deliver such further instruments

and do such further acts as may be necessary or as may be reasonably requested by the Beneficiary to carry out more effectively the purposes of this Deed of Trust, to subject to the lien security interest hereby created any of Trustor's properties, rights or interest covered or intended to be covered hereby, and to perfect and maintain such lien security interest and the priority thereof. Upon any failure by the Trustor to do so, the Beneficiary may make, execute, record, file, re-record or refile any and all such deeds of trust, financing statements, continuation statements, instruments, certificates and documents for and in the name of the Trustor, and the Trustor hereby irrevocably appoint the Beneficiary the agent and attorney-in-fact of the Trustor to do so. The Trustor further agrees to pay to the Beneficiary, upon demand, all costs and expenses incurred by the Beneficiary in connection with the preparation, execution, recording, filing and re-filing of any such documents including charges for examining title and reasonable attorneys' fees for rendering an opinion as to the priority of this Deed of Trust or other security instrument as a valid, first and subsisting lien. However, neither a request so made by the Beneficiary nor the failure of the Beneficiary to make such a request shall be construed as a release of any of the Mortgaged Property, or any part thereof, from the lien of this Deed of Trust, it being understood and agreed that this covenant and any deed of trust or security instrument delivered to the Beneficiary are cumulative and given as additional security.

Section 3.19 - Severability. Should any term, provision, covenant or condition of this Deed of Trust be held to be void or invalid, the same shall not affect any other term, provision, covenant or condition of this Deed of Trust, but the remainder hereof shall be effective as though such term, provision, covenant or condition had not been contained herein. Should this instrument be or become ineffective as a Deed of Trust, then these presents shall be construed and enforced as a realty mortgage, with Trustor being the mortgagor and Beneficiary being the mortgagee.

Section 3.20 - Interest Rate. Notwithstanding any provisions herein, or in the Note secured hereby, or in the other Loan Documents, or in any other agreement between Trustor and Beneficiary, the total liability of Trustor for payments in the nature of interest shall not exceed the limits imposed by the usury laws of the State of Nebraska.

Section 3.21 - Additional Rights and Remedies. In the event the Trustor fails or refuses to surrender possession of the Mortgaged Property after any authorized sale, Trustor shall be deemed a tenant at sufferance, subject to eviction by means of forcible entry and detainer proceedings or such other proceedings as may be permitted by law, provided that this remedy is not exclusive or in derogation of any other right or remedy available to Beneficiary.

Section 3.22 - POWER OF SALE. TRUSTOR RECOGNIZES THAT NOTWITHSTANDING THOSE PROVISIONS OF THIS DEED OF TRUST RELATING TO FORECLOSURE OF THE PREMISES PURSUANT TO THE POWER OF SALE, THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF NEBRASKA MAY ENTITLE TRUSTOR TO A HEARING IN A COURT OF COMPETENT JURISDICTION BEFORE THE PREMISES MAY BE SOLD UNDER THE POWER OF SALE. TRUSTOR HEREBY REAFFIRMS THE PROVISIONS OF ARTICLE IV OF THIS DEED OF TRUST AUTHORIZING THE SALE OF THE PREMISES PURSUANT TO THE POWER OF SALE WITHOUT A PRIOR HEARING AND HEREBY SPECIFICALLY AND KNOWINGLY

WAIVES ANY RIGHT TRUSTOR MAY HAVE TO A HEARING BEFORE THE PREMISES OR ANY PART THEREOF MAY BE SOLD UNDER THE POWER OF SALE.

Section 3.23 - Impounds. At any time after an Event of Default by Trustor hereunder, or otherwise upon the request of Beneficiary, and subject to the terms of any leases between Trustor and Tenants of space in the Mortgaged Property consented to by Beneficiary, Trustor shall deposit with Beneficiary or Beneficiary's designee initially a deposit to pay the costs of taxes, assessments and insurance premiums next due, and thereafter on the first day of each month beginning with the first month following the date of this Deed of Trust, one-twelfth (1/12) of the amount of real estate taxes and any assessments assessed or to be assessed against the Mortgaged Property for the then current year, as estimated by Beneficiary, together with one-twelfth (1/12) of the total of all insurance premiums required to be paid for the then current year as estimated by Beneficiary. In the event Beneficiary, in its sole and absolute discretion, at any time determines that the amounts deposited for payment of real estate taxes, assessments and insurance premiums will be insufficient to pay such taxes, assessments and/or premiums, Trustor shall, within fifteen (15) days after written notice from Beneficiary, deposit the difference between the amounts previously deposited and the amount Beneficiary determines will be necessary to pay such taxes, assessments and/or premiums. Such moneys shall at proper times be progressively returned to Trustor for use in the actual payment of such taxes, assessments and insurance premiums or, at the sole election of Beneficiary, Beneficiary may disburse such moneys in actual payment of taxes, assessments and premiums, but nothing in this paragraph shall release Trustor from its obligations to pay such taxes and assessments as the same become due and payable under the provisions hereof, and to maintain in force all insurance policies as required hereby. All impounds required under this paragraph shall be deposited in a non-interest bearing account of Beneficiary, to be withdrawn by Beneficiary at such times and in such amounts as shall be deemed appropriate by Beneficiary. All amounts deposited under this paragraph are hereby assigned to Beneficiary as additional security for the Secured Indebtedness, and, so long as any Event of Default as set forth herein or a default in the payment of any money or the performance of any covenant or obligation herein contained or secured hereby exists, then any deposits made by Trustor under this paragraph may, at the option of Beneficiary, be applied to the payment of principal or interest upon the Secured Indebtedness, in lieu of being applied for any of the purposes of this paragraph previously stated.

Section 3.24 - Maintenance Reserve. Trustor shall during the life of the loan deposit with Beneficiary or Beneficiary's designee on the first day of each month beginning with the first month following the date the Project obtains a certificate of occupancy, as a maintenance reserve, the sum of \$1,146.00, until maintenance reserve reaches a maximum of \$13,750, and until and unless Trustor receives from lender a written consent to the termination of such payments. Notwithstanding such termination of such payments, the Lender in its sole discretion may require the Trustor to resume such payments at any time.

Section 3.25 - Separation of Real Estate Tax Parcels. For the purpose of securing separate taxation and assessment on account of those taxes, assessments and other charges mentioned in Section 2.1 hereof, Trustor shall, if not already accomplished, obtain a separation of the Mortgaged Property from all other adjacent lands, and the same shall be promptly accomplished and evidenced in the appropriate public records. In any event, if such separation is not accomplished and evidenced on the completed assessment roll of the Douglas County Assessor for the year 2018, then Beneficiary may at its option, with or without notice declare all sums secured by this Deed of

Trust to be immediately due and payable and avail itself of any and all remedies provided for herein upon an Event of Default.

Section 3.26 WAIVER OF JURY TRIAL. EACH PARTY HEREBY (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUES TRIABLE OF RIGHT BY A JURY, AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN, KNOWINGLY AND VOLUNTARILY, BY EACH PARTY, AND THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED AND REQUESTED TO SUBMIT THIS ASSIGNMENT TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PARTIES TO THIS ASSIGNMENT, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF THE FOREGOING WAIVER OF THE RIGHT TO JURY TRIAL. FURTHER, EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANOTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

Section 3.27 - Time of the Essence. Time of each payment and performance of each of Trustor's obligations pursuant to the Note, this Deed of Trust, the Loan Documents and each other instrument or obligation of Trustor as secured hereby is specifically declared to be of the essence. All covenants and agreements of Trustor contained herein or in any other Loan Document shall continue in full force and effect from and after the date hereof until indefeasible payment in full of the Secured Indebtedness.

Section 3.28 - Right to Cure Defaults. If the Trustor shall fail to comply with any of the terms, covenants and conditions herein with respect to the procuring of insurance, the payment of taxes, assessments and other charges, the keeping of the Mortgaged Property in repair, or any other term, covenant or condition herein contained, the Beneficiary may (but shall be under no obligation to) perform the same and/or make advances to perform the same without notice to or demand upon the Trustor and without waiving or releasing any obligation or default and, where necessary, enter the Mortgaged Property for the purpose of performing any such term, covenant or condition without liability to the Trustor for any loss or damage caused by such entry. The Trustor agrees to repay all sums so advanced upon demand, with interest from the dates such advances are made, at the Default Rate under the Note, and all sums so advanced, with interest, shall be secured hereby, but no such advance shall be deemed to relieve the Trustor from an Event of Default hereunder.

Section 3.29 - Indemnification; No Abatement. The Trustor will protect, indemnify, defend and save harmless the Beneficiary from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and expenses, which may be imposed upon or incurred by or asserted against the Beneficiary by reason of any accident, injury to or death of any person or loss of or damage to any property occurring on or about the Mortgaged Property or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, during the term of this Deed of Trust; any use, nonuse or condition of the Mortgaged Property or the adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, during the term of this Deed of Trust; any failure on the part



of the Trustor to perform or comply with any of the terms of this Deed of Trust; performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property at the instance or request of the Trustor; or any prohibited transactions in violation of ERISA. Any amounts payable to the Beneficiary under this Section which are not paid within 10 days after written demand therefor by the Beneficiary shall bear interest at the Default Rate under the Note, which shall in no event exceed the maximum rate allowed by law from the date of such demand. In case any action, suit or proceeding is brought against the Beneficiary by reason of any such occurrence, the Trustor, upon the Beneficiary's request, will at the Trustor's expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended, either by counsel designated by the Trustor and approved by the Beneficiary, or, where such occurrence is covered by liability insurance, by counsel designated by the insurer. The obligations of the Trustor under this Section shall survive any termination, satisfaction or release of this Deed of Trust. All sums payable by Trustor pursuant to this Deed of Trust shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected by reason of (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Property or any part thereof; (ii) any restriction or prevention of or interference by any third party with any use of the Mortgaged Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Mortgaged Property or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim which Trustor has or might have against Beneficiary; (vi) an Event of Default or failure on the part of Beneficiary to perform or comply with any of the terms hereof or of any other agreement with Trustor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor. Notwithstanding the foregoing provisions, the Trustor shall not be obligated to indemnify Beneficiary (i) for any loss arising out of Beneficiary's negligence or willful conduct, or (ii) for claims arising after the date on which the Beneficiary takes possession of the Mortgaged Property.

Section 3.30 - Debtor-Creditor Relationship. Nothing contained herein or in any Loan Document shall be deemed to create or construed to create a partnership, joint venture or any relationship other than that of debtor-creditor. Trustor and Beneficiary expressly disclaim any intent to create a partnership or joint venture pursuant to this Deed of Trust, any other Loan Document, or any other document related hereto or thereto.

Section 3.31 - Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Property, such proceeds have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated

to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

Section 3.32 - Nonforeign Entity. Section 1445 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Beneficiary that the withholding of tax will not be required in the event of the disposition of the Mortgaged Property pursuant to the terms of this Deed of Trust, Trustor hereby certifies, under penalty of perjury that:

- A. Pacific 192 LLC is not a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder; and
- B. The U.S. employer identification number of Pacific 192 LLC is 47-2183364; and
- C. The principal place of business of Pacific 192 LLC is 16912 Audrey Street, Omaha, Nebraska 68136; and
- D. Pacific 192 LLC is duly qualified to do business in Nebraska. It is understood that Beneficiary may disclose the contents of this certification to the Internal Revenue Service and the appropriate Nebraska tax authority and that any false statement contained herein could be punished by fine, imprisonment or both. Pacific 192 LLC covenants and agrees to execute such further certificates, which shall be signed under penalty of perjury, as Beneficiary shall reasonably require. The covenant set forth herein shall survive the foreclosure of the lien of this Deed of Trust or acceptance of a deed in lieu thereof.

Section 3.33 - Anti-Terror Compliance. The Trustor shall not (a) be or become subject at any time to any law, regulation or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits Beneficiary from making any advance or extension of credit to Trustor or from otherwise conducting business with Trustor, or (b) fail to provide documentary and other evidence of Trustor's identity as may be requested by Beneficiary at any time to enable Beneficiary to verify Trustor's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

Neither Trustor nor any of the agents of such Trustor, constituents or affiliates acting or benefiting in any capacity in connection with the Loan (individually a "Trustor Party" and collectively, the "Trustor Parties") is in violation of any laws relating to terrorism or money laundering, including but not limited to, Executive Order No. 13224 on Terrorist Financing, effective September 23, 2001 (the "Executive Order"), as amended from time to time, and the U.S. Bank Secrecy Act of 1970, as amended by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, and as otherwise amended from time to time (collectively, with the Executive Order, "Anti-Terrorism Law").

No action, proceeding, investigation, charge, claim, report, or notice has been filed, commenced, or threatened against any Trustor Party alleging any violation of any Anti-Terrorism Law.

No Trustor Party has, after due investigation and inquiry, knowledge or notice of any fact, event, circumstance, situation, or condition which could reasonably be expected to result in (a) any action, proceeding, investigation, charge, claim, report, or notice being filed, commenced, or threatened against any of them alleging any violation of, or failure to comply with, any Anti-Terrorism Law; or (b) the imposition of any civil or criminal penalty against any of them for any failure to so comply.

No Trustor Party or, to Trustor's knowledge, the Seller of the Land (if any portion of the Land is being acquired with proceeds of the Loan), is a "Prohibited Person." A Prohibited Person means any of the following: (a) a person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (b) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity with whom Beneficiary is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (d) a person or entity who or that commits, threatens, or conspires to commit or supports "terrorism" as defined in the Executive Order; or (e) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official web site or any replacement website or other replacement official publication of such list.

Trustor has provided Beneficiary with sufficient information (including names, addresses, and where applicable, jurisdiction of formation or organization) to reasonably permit Beneficiary to verify the foregoing.

No Trustor Party or, to Trustor's knowledge, the Seller of the Land (if any portion of the Land is being acquired with proceeds of the Loan): (a) conducts any business or engages in making or receiving any contribution of funds, goods, or services to or for the benefit of any Prohibited Person; (b) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked under the Executive Order; or (c) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

The Trustor shall not (a) conduct any business or engage in making or receiving any contribution of funds, goods, or services to or for the benefit of any Prohibited Person; (b) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or any other Anti-Terrorism Law; or (c) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law; (d) be or become subject at any time to any law, regulation or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits Beneficiary from making any advance or extension of credit to Trustor or from otherwise conducting business with Trustor, or (e) fail to provide documentary and other evidence of Trustor's identity as may be requested by Beneficiary at any time to enable Beneficiary to verify Trustor's identity or to comply

with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.

Before any changes in direct or indirect ownership of any Trustor Party (where such changes are otherwise permitted under this Agreement), Trustor shall give a written notice to Beneficiary (a) advising Beneficiary, in reasonable detail as to the proposed ownership change; and (b) reaffirming that the representations and warranties herein contained will remain true and correct.

Trustor agrees promptly to deliver to Beneficiary (but in any event within ten (10) days of Beneficiary's written request) any certification or other evidence requested from time to time by Beneficiary in its reasonable discretion, confirming Trustor's compliance with the foregoing.

#### IV. - DEFAULT PROVISIONS.

Section 4.1 - Events of Default. The occurrence of any one or more of the Events of Default described in the Loan Agreement shall be an Event of Default hereunder.

Upon the occurrence of an Event of Default, the Beneficiary may at its option (unless all Events of Default shall theretofore have been remedied and all costs and expenses in connection with such remedies shall have been paid) declare the principal of and the accrued interest on the Note, and including all sums advanced hereunder with interest, to be forthwith due and payable, and thereupon the Note, including both principal and all interest accrued on the Note, and including all sums advanced hereunder and secured hereby and interest thereon, shall be and become immediately due and payable without presentment, demand, notice of intention to accelerate, notice of acceleration, or further notice of any kind, all of which are hereby waived. Furthermore, if any Event of Default shall have occurred and be continuing, the Beneficiary may at its option withhold further advances or advance such further sums under the Loan Agreement as the Beneficiary may in its discretion deem appropriate. Time is of the essence hereof.

Section 4.2 - Remedies upon Default. In the event of an Event of Default hereunder, the interest rate on the indebtedness evidenced by the Note shall be increased to the Default Rate as defined in and on such terms as are provided for in the Note. At any time after an Event of Default hereunder, Beneficiary may (if it has not already done so pursuant hereto or pursuant to the Note), at its option, and without further notice or demand, declare all Secured Indebtedness immediately due and payable and irrespective of whether Lender exercises such option, do one or more of the following:

- A. Beneficiary may, either in person or by its agent, with or without bringing any action or proceeding or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon, take possession of, manage and operate the Mortgaged Property, or any part thereof, make repairs and alterations, and do any acts which Beneficiary deems proper to protect the security hereof, including but not limited to those granted Beneficiary pursuant to the other Loan Documents; 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 Trustor irrevocably appoints Beneficiary true and lawful attorney-in-fact,

coupled with an interest, with full power of substitution for such purposes, and Beneficiary may apply the same less costs and expenses of operation and collection, including reasonable attorneys' fees and Beneficiary's costs, upon any Secured Indebtedness, and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and make available to Beneficiary at the Premises any of the Mortgaged Property which has been removed therefrom. The entering upon and taking possession of the Mortgaged Property, the collection of any Rents, issues and profits and the application thereof as aforesaid, shall not cure or waive an Event of Default theretofore or thereafter occurring, or affect any notice of default hereunder or invalidate any act done pursuant to any such notice and shall not constitute a waiver of any other remedies of Beneficiary under the Loan Documents. 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 a default, including the right to exercise the power of sale. Any of the actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary is so entitled, without regard to the adequacy of any security for the Secured Indebtedness.

- B. Beneficiary shall, without regard to the adequacy of any security for the Secured Indebtedness, be entitled as a matter of right to the appointment of a receiver by any court having jurisdiction, without notice, to take immediate possession of and protect the Mortgaged Property, and operate the same and collect the Rents, issues and profits therefrom.
- C. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust as a mortgage and sell the Mortgaged Property pursuant to the judgment or decree of a court of competent jurisdiction or to enforce any of the covenants hereof.
- D. Beneficiary may elect to cause the Mortgaged Property, or any part thereof, to be sold as follows:
  - (i) Beneficiary may proceed as if all of the Mortgaged Property were real property, or Beneficiary may elect to treat any of the Mortgaged Property which consists of a right in action or which is property that can be severed from the Premises without causing structural damage thereto as if the same were Personal Property, and dispose of the same separate and apart from the sale of real property, the remainder of the Mortgaged Property being treated as real property.
  - (ii) Beneficiary may cause any such sale or other disposition to be conducted immediately following the expiration of any grace period, if any, herein provided (or immediately upon the expiration of any redemption period required by law), or Beneficiary may delay any such sale or other disposition for such period of time as Beneficiary deems to be in its best interest. Should Beneficiary desire that more than one such sale or other

disposition be conducted, Beneficiary may, at its option, cause the same to be conducted simultaneously, or successively on the same day, or at such different days or times and in such order as Beneficiary may deem to be in its best interest.

- (iii) Should Beneficiary elect to cause any of the Mortgaged Property to be disposed of as Personal Property, it may dispose of any part thereof in any manner now or hereafter permitted by Article 9 of the Nebraska Uniform Commercial Code or in accordance with any other remedy provided by law. Trustor, Beneficiary and Trustee shall each be eligible to purchase any part or all of such property at any such disposition. Any such disposition may be either public or private as Beneficiary may so elect, subject to the provisions of the Nebraska Uniform Commercial Code. Beneficiary shall give Trustor at least ten (10) days prior written notice of the time and place of any public sale or other disposition of such property or of the time at or after which any private sale or any other intended disposition is made, and if such notice is sent to Trustor as provided herein, it shall constitute reasonable notice to Trustor.
  
- (iv) Should Beneficiary elect to sell the Mortgaged Property which is real property or which Beneficiary has elected to treat as real property, upon such election Beneficiary shall deliver to Trustee a written declaration of default and demand for sale and a written notice of default and election to cause Trustor's interest in the Mortgaged Property to be sold, and, upon receipt of such notice from Beneficiary, (A) Trustee shall cause to be recorded, published and delivered to Trustor and such other persons and entities as shall be entitled thereto, such Notice of Default and Election to Sell as then required by law and by this Deed of Trust, (B) Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Mortgaged Property at the time and place of sale fixed by it in said Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale, and (C) Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers. Trustee may postpone sale of all or any portion of the Mortgaged Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale, and without

further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

- (v) In the event of a sale or other disposition of any such property, or any part thereof, and the execution of a deed or other conveyance pursuant thereto, the recitals therein of facts, such as a default, the giving of notice of default and notice of sale, terms of sale, sale, purchaser, payment of purchase money and any other fact affecting the regularity or validity of such sale or disposition, shall be conclusive proof of the truth of such facts; and any such deed or conveyance shall be conclusive against all persons as to such facts recited therein.
  - (vi) Beneficiary or Trustee shall apply the proceeds of any sale or disposition hereunder to payment of the following: (1) the expenses of such sale or disposition, together with Trustee's fees, reasonable attorneys' fees, Beneficiary's costs, and the actual cost of publishing, recording, mailing and posting notice; (2) the cost of any search or other evidence of title procured in connection therewith; (3) the payment of the Note secured by this Deed of Trust, the other Loan Documents and all other sums due Beneficiary from Trustor; (4) all other sums secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto in the order of their priority.
  - (vii) Trustor hereby requests that a copy of any notice of default and that any notice of sale be mailed to it at the address set forth in the introductory paragraph of this Deed of Trust.
  - (viii) Upon foreclosure of the lien of this Deed of Trust (whether by judicial action or by exercise of the power of sale herein), or delivery of a deed in lieu of foreclosure, all right, title and interest of Trustor in, to and under the Leases shall thereupon vest and become the absolute property of the purchaser of the Mortgaged Property in such foreclosure proceeding, or the grantee in such deed, without any further act or assignment by Trustor. Nevertheless, Trustor shall execute, acknowledge and deliver from time to time such further instruments and assurances as Beneficiary may require in connection therewith and hereby irrevocably appoints Beneficiary as its true and lawful attorney-in-fact, coupled with an interest, with full power of substitution, in its name and stead to execute all appropriate instruments of transfer or assignment, or any instrument of further assurance, as Beneficiary may deem necessary, and Beneficiary may substitute one or more persons with like power, Trustor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof.
- E. To the extent permitted by law, Trustor shall be and remain liable for any deficiency remaining after sale, either pursuant to the power of sale or judicial proceedings. After default or breach, Trustor shall pay Beneficiary's reasonable attorneys' fees, Beneficiary's costs, Trustee's reasonable attorneys' fees, Trustee's fees and its cost and expenses incurred as a result of said default or breach, and if suit is brought, all

costs of suit, all of which sums shall be secured by this Deed of Trust. As used herein, "costs of suit" shall include but not be limited to costs of tests and analyses, architectural, engineering and other professional fees and costs, expert witness fees and costs, travel and accommodation expenses, deposition and trial transcript expenses and costs of court. Trustor's statutory rights of reinstatement, if any, are expressly conditioned upon Trustor's payment of all sums required under the applicable statute and performance of all required acts.

Section 4.3 - Foreclosure Procedure. Trustor hereby expressly waives any right which it may have to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto.

Section 4.4 - Foreclosure Purchase. Upon any sale of the Mortgaged Property, or any part thereof, whether made under a power of sale herein granted or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all or any portion of the Secured Indebtedness then secured hereby for or in settlement or payment of all or any portion of the purchase price of the property purchased. To the extent permitted by law, Trustor hereby expressly waives any right of redemption.

Section 4.5 - Remedies. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to Trustee or Beneficiary, or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies. The unenforceability of any provision in this Deed of Trust shall not affect the enforceability of any other provision herein. If there exists additional security for the performance of the obligations secured hereby, the holder of the Note, at its sole option, and without limiting or affecting any rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever other rights it may have in connection with such other security or in such order as it may determine. At Beneficiary's option, Trustee shall be authorized to take the steps and exercise the rights and remedies explicitly reserved to Beneficiary herein.

Section 4.6 - Waiver of Defenses.

- A. Trustor waives any requirements of presentment, demands for payment, notices of nonpayment or late payment, protest, notices of protest, notices of dishonor, notice of intention to accelerate, notice of acceleration and all other formalities. Trustor waives all rights or privileges it might otherwise have to require Trustee or Beneficiary to proceed against or exhaust the assets encumbered hereby or by any other security document or instrument securing the Note or to proceed against any guarantor of such Secured Indebtedness, or to pursue any other remedy available to Beneficiary in any particular manner or order under the legal or equitable doctrine or principle of marshaling or suretyship, and further agrees that Trustee or Beneficiary may proceed against any or all of the assets encumbered hereby, or by any other security document or instrument securing the Note, upon an Event of



Default in such order and manner as Beneficiary, in its sole discretion, may determine.

- B. All references to the Loan Documents shall also include any instrument or agreement executed by Trustor currently with or subsequent to the date of this Deed of Trust which is secured by this Deed of Trust in accordance with the terms hereof.

Section 4.7 – Non-Borrower Trustor Provisions.

Any Trustor that has signed this Deed of Trust as a surety or accommodation party, or that has subjected its property to this Deed of Trust to secure the indebtedness of another (a “Nonborrower Trustor”), hereby expressly agrees as follows:

- A. Nonborrower Trustor hereby authorizes Beneficiary to perform any of the following acts at any time and from time to time, all without notice to Nonborrower Trustor and without affecting Beneficiary's rights or Nonborrower Trustor's obligations under this Deed of Trust: (i) alter any terms of the Loan Documents or any part thereof, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Loan Document or any part of it; (ii) take and hold security for the Note and the other Loan Documents, accept additional or substituted security for the Note and the other Loan Documents, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such security; (iii) apply any security now or later held for the Note or the other Loan Documents in any order that Beneficiary in its sole discretion may choose, and direct the order and manner of any sale of all or any part of it and bid at any such sale; (iv) release Trustor of its liability for the Note, any Loan Document or any part thereof, and (v) substitute, add or release any one or more guarantors or endorsers of the Note or any other Loan Document.
- B. Each Nonborrower Trustor hereby waives: (i) any right it may have to require Beneficiary to proceed against Trustor, proceed against or exhaust any security held from Trustor, or pursue any other remedy in Beneficiary's power to pursue; (ii) any defense based on any legal disability of Trustor, any discharge or limitation of the liability of Trustor to Beneficiary, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor relief proceeding, or from any other cause, or any claim that Nonborrower Trustor's obligations exceed or are more burdensome than those of Trustor; (iii) all presentments, demands for performance, notices of nonperformance, protests, notice of protest, notices of dishonor, notices of acceptance of this Deed of Trust and of the existence, creation or incurring of new or additional indebtedness of Trustor, and demands and notices of every kind; (iv) any defense based on or arising out of any defense that Trustor may have to the payment or performance of the Secured Indebtedness or any part thereof; and (v) all rights or subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, all rights to enforce any remedy

that the Beneficiary may have against Trustor, and all rights to participate in any security now or later held by Beneficiary for the Note or the other Loan Documents. Nonborrower Trustor understands that if Beneficiary forecloses by trustee's sale on any other deed of trust (other than this Deed of Trust) securing the Secured Indebtedness, Nonborrower Trustor would then have a defense preventing Beneficiary from thereafter enforcing Beneficiary's rights and remedies against the Mortgaged Property. This defense arises because the Trustee's sale under such other deed of trust would eliminate Nonborrower Trustor's right of subrogation, and therefore Nonborrower Trustor would be unable to obtain reimbursement from Trustor. Nonborrower Trustor specifically waives this defense and all rights and defenses that Nonborrower Trustor may have because the Secured Indebtedness are secured by real property. This means, among other things: (i) Beneficiary may exercise any rights or remedies which Beneficiary has or may have against the Mortgaged Property without first foreclosing on any real or personal property collateral pledged by Trustor; and (ii) if Beneficiary forecloses on any real property collateral pledged by Trustor: (a) the amount of the Secured Indebtedness may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and (b) Beneficiary may exercise its rights and remedies against the Mortgaged Property even if Beneficiary, by foreclosing on any real property collateral pledged by Trustor, has destroyed any right Nonborrower Trustor may have to collect from Trustor. This is an unconditional and irrevocable waiver of any rights and defenses Nonborrower Trustor may have because the Secured Indebtedness are secured by real property. Nonborrower Trustor assumes full responsibility for keeping informed of Trustor's financial condition and business operations and all other circumstances affecting Trustor's ability to pay and perform its obligations to Beneficiary, and agrees that Beneficiary shall have no duty to disclose to Nonborrower Trustor any information which Beneficiary may receive about Trustor's financial condition, business operations or any other circumstance bearing on Trustor's ability to perform.

- C. Notwithstanding any provision in this Deed of Trust or any other Loan Document, no Non-Borrower Trustor, nor any Trustee, Settlor or Beneficiary thereof shall be personally liable for any monetary obligations set forth in this Deed of Trust.

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IN WITNESS WHEREOF, the Trustor has executed this Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement as of the day and year first above written.

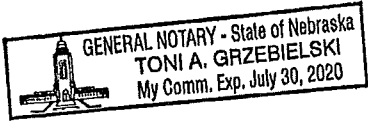
TRUSTOR:

PACIFIC 192 LLC, a Nebraska limited liability company

By: Kevin D. Irish  
Kevin D. Irish, Manager of Pacific 192 LLC

STATE OF NEBRASKA        )  
  )  
COUNTY OF DOUGLAS     )

The foregoing instrument was acknowledged before me this 1 day of June, 2017, by Kevin D. Irish, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument. He is a Manager of Pacific 192 LLC, for and on behalf of said Pacific 192 LLC, and he acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.



Toni A. Grzebielski  
Notary Public

NON-BORROWER TRUSTORS:

RICHARD G. EURICH AND JOANNE EURICH,  
TRUSTEES OF THE RICHARD G. EURICH  
TRUST

By *Richard G. Eurich, Trustee*  
Richard G. Eurich, Trustee

By *JoAnne Eurich, Trustee*  
JoAnne Eurich, Trustee

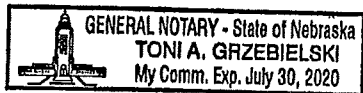
JOANNE EURICH AND RICHARD G. EURICH,  
TRUSTEES OF THE JOANNE EURICH TRUST

By *Richard G. Eurich, Trustee*  
Richard G. Eurich, Trustee

By *JoAnne Eurich, Trustee*  
JoAnne Eurich, Trustee

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 12 day of May, 2017, by Richard G. Eurich and JoAnne Eurich personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the entity upon behalf of which they acted, executed the instrument. They are each the Trustees of the Richard G. Eurich Trust and the Joanne Eurich Trust for and on behalf of said Trusts, and they acknowledged, signed and delivered the instrument as their free and voluntary act, for the uses and purposes therein set forth.



*Toni A. Grzebielski*  
Notary Public

NON-BORROWER TRUSTORS:

GWENDOLYN L. EURICH, TRUSTEE OF THE  
HAROLD H. EURICH TRUST

By Gwendolyn Eurich, Trustee  
Gwendolyn L. Eurich, Trustee

GWENDOLYN L. EURICH, TRUSTEE OF THE  
GWENDOLYN L. EURICH TRUST

By Gwendolyn Eurich, Trustee  
Gwendolyn L. Eurich, Trustee

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 31 day of MAY, 2017, by Gwendolyn L. Eurich personally known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the entity upon behalf of which they acted, executed the instrument. She is the Trustee of the Harold H. Eurich Trust and the Gwendolyn L. Eurich Trust for and on behalf of said Trusts, and she acknowledged, signed and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth.

Janet J. Clark  
Notary Public

This instrument was drafted by:  
H. Daniel Smith  
Smith Slusky Law  
8712 West Dodge Road  
Suite 400  
Omaha, NE 68114  
402-501-8130



**EXHIBIT A**  
**Legal Description of the Mortgaged Property**

All that certain real property located in the County of Douglas, State of Nebraska described as follows:

**Legal Description for Fee Estate Pledged by Non-Borrower Trustors:**

The West 530 feet of the East 580 feet of the North 870 feet of the South 903 feet, EXCEPT the West 259 feet of the East 309 feet of the North 97 feet of the South 903 feet, of the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section 19, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, also described as:

Beginning at a point North 00° West, 33 feet (assumed bearing), along the East section line and North 89°51'40" West, parallel to the South section line, 50.0 feet; thence North 89°51'40" West, 520.0 feet; thence North 00° West, 870.0 feet; thence South 89°51'40" East, 271.0 feet; thence South 00° East, 97.0 feet; thence South 89°51'40" East, 259.0 feet; thence South 00° East, 773.0 feet, to the Point of Beginning;

And,

The West 17 feet of the East 50 feet of the North 773 feet of the South 806 feet of the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section 19, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska

**Legal Description for Ground Lease Estate Pledged by Trustors:**

A leasehold estate created by that certain Lease Agreement dated January \_\_\_\_ 2015, a Memorandum of which was dated January \_\_ 2016, and recorded June 6, 2017, as Instrument No. 2017043481 of the Records of Douglas County, Nebraska, executed by and between Richard G. Eurich and JoAnne Eurich, Trustees of the Richard G. Eurich Trust, JoAnne Eurich and Richard G. Eurich, Trustees of the JoAnne Eurich Trust, Harold H. Eurich and Gwendolyn L. Eurich, Trustees of the Harold H. Eurich Trust of 1999, and Gwendolyn L. Eurich and Harold H. Eurich, Trustees of the Gwendolyn L. Eurich Trust of 1999, as Landlord, and Pacific 192 LLC, a Nebraska limited liability company, as Tenant, in and to the following described premises:

The West 530 feet of the North 870 feet of the South 903 feet, EXCEPT the West 259 feet of the East 309 feet of the North 97 feet of the South 903 feet, of the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section 19, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, also described as:

Beginning at a point North 00° West, 33 feet (assumed bearing), along the East section line and North 89°51'40" West, parallel to the South section line, 50.0 feet; thence North 89°51'40" West, 520.0 feet; thence North 00° West, 870.0 feet; thence South 89°51'40" East, 271.0 feet; thence South 00° East, 97.0 feet; thence South 89°51'40" East, 259.0 feet; thence South 00° East, 773.0 feet, to the Point of Beginning;

And,

The West 17 feet of the East 50 feet of the North 773 feet of the South 806 feet of the Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section 19, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska.

## **EXHIBIT B**

### **Insurance Requirements**

(Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement)

#### **I. PROPERTY INSURANCE**

##### **A. During Construction**

An ORIGINAL (or certified copy) Builder's All-Risk (Special Form/Special Extended Coverage), Completed Value, Non-Reporting Form POLICY naming Trustor as an insured, reflecting coverage of 100% of the replacement cost of the Improvements and the Equipment, and written by a carrier approved by the Lender with a current Best's Insurance Guide rating of at least A-IX (which is authorized to do business in Nebraska) that includes:

1. Mortgagee Clause (or equivalent) naming Lender.
2. 30-day notice to Lender in the event of cancellation, non-renewal or material change.
3. Replacement Cost Endorsement.
4. Stipulated Value/Agreed Amount Endorsement.
5. Flood Insurance (if applicable).
6. Collapse and Earthquake Coverage.
7. Vandalism and Malicious Mischief Coverage.

##### **B. Upon Completion**

An ORIGINAL (or certified copy) All-Risk (Special Form/Special Extended Coverage) Hazard Insurance POLICY naming Trustor as an insured, reflecting coverage of 100% of the replacement cost of the Improvements and the Equipment, and written by a carrier approved by Lender with a current Best's Insurance Guide Rating of at least A-IX and a current Standard and Poor claims paying ability rating of A (which is authorized to do business in Nebraska) that includes:

1. Lender's Loss Payable Endorsement with a Severability of Interest Clause.
2. 30-day notice to Lender in the event of cancellation, non-renewal or material change.
3. Replacement Cost Endorsement.
4. Stipulated Value/Agreed Amount Endorsement.
5. Boiler Explosion Coverage (if applicable).
6. Sprinkler Leakage Coverage.

7. Vandalism and Malicious Mischief Coverage.
8. Flood Insurance. If the Property is located in a special flood hazard area (an area within the 100-year floodplain) according to the most current flood insurance rate map issued by the Federal Emergency Management Agency and if flood insurance is available, flood insurance coverage on all insurable elements of the Property with limits satisfactory to Lender.
9. Rental Value Insurance in an amount of not less than 100% of 6-month's Rental Value of the Project. "Rental Value" shall include:
  - a. the total projected gross rental income from tenant occupancy of the Project as set forth in the Budget;
  - b. the amount of all charges which are the legal obligation of tenants and which would otherwise be the obligation of Trustor; and
  - c. the fair rental value of any portion of the Project which is occupied by Trustor.
10. Six (6) months business interruption (loss of rents) insurance in an amount acceptable to Lender.

## II. LIABILITY INSURANCE

An ORIGINAL CERTIFICATE or other evidence (e.g. an ACORD 27 certificate) of General Comprehensive Public Liability Insurance naming Trustor as an insured, and written by a carrier approved by Lender with a current Best's Insurance Guide Rating of at least A-IX (which is authorized to do business in Nebraska) that includes:

1. \$3 million combined single limit coverage.
2. Additional Insured Endorsement naming Lender.
3. 30-day notice to Lender in the event of cancellation, non-renewal or material change.

## III. WORKER'S COMPENSATION

An ORIGINAL CERTIFICATE of Worker's Compensation coverage in the statutory amount, naming Borrower as owner of the Project, written by a carrier approved by Lender.



#### IV. OTHER

All insurance provided for in this Exhibit shall be effected under a valid and enforceable policy or policies of insurance in form and substance approved by Lender, shall be issued by insurers of recognized responsibility, which are licensed to do business in Nebraska, and which are acceptable to Lender, and shall be satisfactory to Lender in all other respects.

All property insurance policies maintained by Trustor pursuant to the foregoing provisions in this Exhibit shall: (i) provide that any losses payable thereunder shall (pursuant to a standard first mortgagee clause in favor of, and acceptable to, Lender, to be attached to each such policy) be payable to Lender and assigns; (ii) include effective waivers by the insurer of all claims for insurance premiums against Lender; (iii) provide that any losses shall be payable notwithstanding (a) any act of negligence by Trustor or Lender; (b) any foreclosure or other proceedings or notice of sale relating to the Land, (c) any waiver of subrogation rights by the insured, or (d) any change in the title to or ownership of any of the Land, and (iv) be written in amounts sufficient to prevent Trustor from becoming a co-insurer under said policies. All liability insurance policies maintained by Trustor pursuant to this Exhibit shall name Lender as an additional insured and shall waive contribution from any other insurance carried by Lender in the event of loss. Trustor shall cause the originals or certified copies of the policies of all such insurance to be deposited with Lender or to be otherwise held as directed by Lender. At least fifteen (15) days prior to the date on which the premiums on each such policy shall become due and payable, Trustor shall furnish Lender with proof satisfactory to Lender of payment thereof. Each of such policies shall contain an agreement by the insurer that the same shall not be amended, modified, canceled, reduced or terminated for any reason, including but not limited to a failure to pay premiums and/or expiration by its terms, without at least ten (10) days' prior written notice to Lender. If the Deed of Trust is foreclosed or otherwise sold, the purchaser at the foreclosure or other sale shall, after the expiration of any statutory period of redemption, become the sole and absolute owner of any and all such policies, with the sole right to collect and retain all unearned premiums thereon, and, for this purpose, Trustor hereby assigns and grants a security interest in said policies and unearned premiums to Lender, provided that, the provisions of this sentence shall not apply to coverage for occurrences and claims arising prior to the expiration of such statutory period of redemption, including but not limited to liability and loss of rents.

**EXHIBIT C**  
**Permitted Encumbrances**

None except those exceptions shown on Schedule B of the final Lender's Policy issued by Old Republic National Title Insurance Company, No. 19872C-16.