

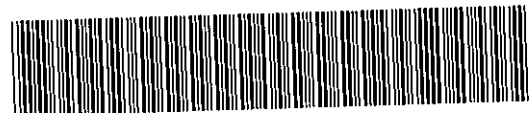


BK 1362 PG 580-581

RICHARD NITAKOON  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

00 DEC 21 AM 8:26

RECEIVED



MISC 2000 17338

*Handwritten:* 11/22/99

FEE	11.00	FB	
BKP		C/O	COMP
DEL		SCAN	FV

**ENVIRONMENTAL RIDER**

**THIS ENVIRONMENTAL RIDER** is made this 15th day of November, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's note to PINNACLE BANK, 13131 WEST DODGE ROAD, OMAHA, NEBRASKA 68154, (the "Lender") of the same date and covering the property described in the Security Instrument.

**ADDITIONAL REPRESENTATIONS AND WARRANTIES.** In addition to the representations and warranties made in the Security Instrument, Borrower further certifies that it has exercised due diligence to ascertain whether the premises or any site within the vicinity of the premises is or has been affected by the presence of asbestos, radon, lead, hazardous or nuclear waste, toxic substances or other pollutants or hazardous wastes or materials that could be a detriment to the premises or its value. Borrower further certifies that it has exercised due diligence to ascertain whether the premises or any operation thereon violates any local, state or federal laws, regulations or standards.

**INDEMNIFICATIONS AND HOLD HARMLESS AGREEMENT**

1. Borrower, its successors and assigns and Borrower's guarantors (collectively referred to in this Paragraph 1 as "Lender"), from and against any and all claims, demands judgments, damages, actions, causes of action, injuries, administrative orders, consent agreement and orders, liabilities, penalties, costs, and expenses of any kind whatsoever, including claims arising out of loss of life, injury to persons, property, or business or damage to natural resources in connection with activities of Borrower, its predecessors in interest, third parties who have trespassed on the Premises, or parties in a contractual relationship with Borrower, or any of them, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of Lender, which:

(a) Arises out of the actual, alleged or threatened discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic or hazardous substances, including any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and wastes (including materials to be recycled, reconditioned or reclaimed); or

(b) Actually or allegedly arises out of the use, specification, or inclusion of any product, material or process containing chemicals, the failure to detect the existence or proportion of chemicals in the soil, air, surface water or groundwater, or the performance of failure to perform the abatement of any pollution source or the replacement or removal of any soil, water, surface water, or groundwater contain chemicals.

2. The Borrower, its successors and assigns, shall bear, pay and discharge when and as the same become due and payable, any and all such judgments or claims for damages, penalties or otherwise against Lender described in Paragraph 1, and shall hold Lender harmless for those judgments or claims and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences set forth in Paragraph 1.

**BY SIGNING BELOW,** Borrower accepts and agrees to the terms and covenants contained in this Environmental Rider.

SPRING VALLEY V JOINT VENTURE, a Nebraska Partnership

RCS & SONS, INC., GENERAL PARTNER

PRIME REALTY, INC., GENERAL PARTNER

By: *Robert C. Schropp*  
Robert C. Schropp, President

By: *James V. McCart*  
James V. McCart, President

LEO E. DAHLKE EMPLOYEES PENSION TRUST, GENERAL PARTNER

By: *Leo E. Dahlke*  
Leo E. Dahlke, Trustee

LEGAL DESCRIPTION: LOTS ONE (1) AND TWO (2), SPRING VALLEY INDUSTRIAL PARK REPLAT 5, AN ADDITION TO THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA.

**PINNACLE BANK**  
13131 WEST DODGE ROAD  
OMAHA, NEBRASKA 68154

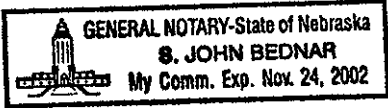
*Handwritten initials:* JVC

**ACKNOWLEDGEMENT BY PARTNERSHIP**

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF DOUGLAS    )

On this 15th day of November, 1999, before the undersigned, a Notary Public in and for said County personally came Robert C. Schropp, President of RCS & Sons, Inc.; Leo E. Dahlke, Trustee of Leo E. Dahlke Employees Pension Trust and Jams V. McCart, President of Prime Realty, Inc., General Partners of Spring Valley V Joint Venture and the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed as such partners and the voluntary act and deed of the said partnership.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written.



*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.