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

H. Daniel Smith
Dwyer, Smith, Gardner,
Lazer , Pohren, Rogers & Forrest
8712 West Dodge Road
Suite 400
Omaha, NE 68114
TEL: (402) 392-0101
FAX: (402) 392-1011

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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, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING STATEMENT ("Deed of Trust"), dated the 2 day of NOVEMBER 2006, by **AVG-CFM 204Q, LLC**, a Delaware limited liability company, whose address is 1823 Harney St., Suite 100, Omaha, NE 68102 ("Trustor"), to **UNION BANK & TRUST COMPANY**, a Nebraska state banking corporation, whose address is 2720 South 177th Street, Omaha, NE 68130 ("Trustee") for the use and benefit of **UNION BANK & TRUST COMPANY**, a Nebraska state banking corporation, its successors and/or assigns, whose mailing address of its Commercial Real Estate Lending Division's principal lending office is 2720 South 177th Street, Omaha, NE 68130 ("Beneficiary").

WITNESSETH:

ARTICLE I. - GRANTS OF SECURITY

Section 1.1 - Property Mortgaged. Trustor HEREBY IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, its successors and assigns under the terms and conditions of this Deed of Trust, all of the following (collectively referred to as the "Mortgaged Property"):

A. The real property situated in the County of Douglas, State of Nebraska,

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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, together with: (i) any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land (collectively, the "Improvements"); and (ii) 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; and (E) 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

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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 Section A(7) hereof), (vii) 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 (viii) 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 can 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

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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 may hereafter acquire 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.

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 an indebtedness in the principal sum of Nineteen Million Two Hundred Thousand and no/100th Dollars ($19,200,000.00), 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 November 1, 2009, 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 Real Property 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 Land Acquisition 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

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Trust; and

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

ARTICLE 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, deducting from the value of real property for purposes of taxation of deeds of trust or debts secured by deeds of trust for state or local purposes, or the manner of collection of any such taxes, and 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 - 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

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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 net 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, the proceeds shall be used to prepay the Secured Indebtedness.

The Trustor shall have the right, exercisable by written notice to Beneficiary within sixty (60) days after the occurrence of a loss described above, to disburse the net proceeds of any insurance award to repair, restore, or replace the Mortgaged Property to its condition immediately prior to said loss; provided that in the opinion of Beneficiary all of the following conditions have been met:

A. There are sufficient proceeds 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 specified in (iii) and (iv) above 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 damage or destruction has not significantly impaired the operation of the Mortgaged Property and no repair or restoration is

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required in the opinion of Trustor and Beneficiary, such excess funds shall be delivered to the Beneficiary for application against 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 2.3 - 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. The net proceeds of any condemnation award shall be used, at the sole option of Beneficiary, to prepay the Secured Indebtedness or restore the Mortgaged Property. If the Secured Indebtedness is repaid in full, the balance of any such net proceeds shall be paid over to the Trustor.

Section 2.4 - 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.

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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 constructed, 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 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 repair 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, this Deed of Trust or the other Loan Documents for failure to maintain the Mortgaged Property in accordance with the covenants herein.

Section 2.5 - 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

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or promulgated by any governmental agency or other lawful authority and with the rules of the applicable Board of Fire Underwriters. 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 2.6 - 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" as an Exhibit to the Loan Agreement, 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 2.7 - Assignment of Leases and Rents.

A. Trustor hereby irrevocably, absolutely, presently and unconditionally, grants, transfers and assigns to Beneficiary all rights, 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

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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

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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. Until Beneficiary in writing notifies such lessees and Tenants to make such payments to Beneficiary, Trustor shall be entitled to collect all such Rents and/or payments, but after an Event of Default and during the continuation thereof, Trustor's 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.

C. 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, 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

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iii. Payment when due of premiums for insurance of the types required hereby, or the periodic impound for payment of the same.

D. 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 "c" 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.

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E. Upon the happening of any of the events set forth 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 Property contained in the Mortgaged Property.

F. The costs and expenses (including any receiver's fees and 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 setoff 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.

G. 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 2.8 - 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 and create a security interest in favor of Beneficiary in all property, fixtures, equipment, leases, Rents, issues, income, profits, personal property, instruments, general intangibles, accounts, 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

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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

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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 AVG-CFM 204Q, LLC, a Delaware limited liability company and the name of the secured party is Union Bank & Trust Company, a Nebraska state banking 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.

E. This Deed of Trust secures an obligation incurred for the construction of Improvements on the Land including the acquisition cost of the Land, and is a "construction deed of trust" as defined in the applicable statutes. For purposes of subdivision (h) of said statute, "completion of the construction" shall not be deemed to occur prior to completion of all work, and installation or incorporation into the Improvements of all materials, for which sums secured hereby are disbursed by Beneficiary.

ARTICLE 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

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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, 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 any default hereunder, or pursuant to the Note 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 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 paragraph B.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. 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 3.5 - Reconveyance. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation, and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The grantee in such reconveyance

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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 3.6 - 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 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 3.7- 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 3.8 - Substitution of Trustee. Beneficiary may substitute the Trustee hereunder from time to time by an instrument in writing in any manner now or hereafter provided by law. Such writing, upon recordation, 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.

Section 3.9- 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.

Section 3.10 - Amendment. No alteration or amendment of this Deed of Trust, the Note or the Loan Documents shall be effective unless in writing and signed by the parties sought to be charged or bound thereby.

Section 3.11 - Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Nebraska.

Section 3.12 - Notices.

A. Trustor hereby requests that a copy of any notice of default and every notice of sale hereunder be mailed to it as provided by law at the address set forth above. Trustor may, from time to time, change the address to which notice of default and sale hereunder shall be sent by recording a request therefor, sending a copy of such request to Beneficiary and otherwise complying with the laws of the State of Nebraska. Except as otherwise required by statute, every notice, demand or request to Trustor

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shall be deemed to have been given upon deposit of such written notice, demand or request in the United States Mail, registered or certified, addressed to Trustor at the address set forth above.

B. Beneficiary may change its address for notices set forth above by sending a written notice thereof to Trustor and otherwise complying with the laws of the State of Nebraska.

Section 3.13 - Representations, Warranties and Covenants of Trustor. Trustor and each signatory who signs on its behalf hereby jointly and severally represents and warrants as follows:

A. That Trustor is a duly formed limited liability company, validly existing, and in good standing under the laws of the State of Delaware, 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 Trustor's Articles of Organization and Operating Agreement, and any amendments thereto;

C. That the execution by Trustor 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 Trustor of the provisions thereof, is authorized by Trustor's Articles of Organization and Operating Agreement and by appropriate resolution of Trustor's members 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 Trustor under either the articles of organization or operating agreement of Trustor or any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Trustor is a party or by which 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 it is the legal owner of the Mortgaged Property;

F. That no portion of the proceeds of the loan in part evidenced by the Note

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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 Mortgage, (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.

Section 3.14 - Due on Sale or Encumbrance. In the event that without first obtaining the written consent of the Beneficiary 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 the Trustor, 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

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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 3.15 - 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 on Exhibit C attached hereto, 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

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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 Trustor's part, 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.

v. 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 anytime 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, its successors and assigns, shall bear, pay and discharge when the same become

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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 3.16 - Offsets. No offset or claim that Trustor now or may in the future have against Beneficiary shall relieve Trustor from paying installments or performing any other obligation herein or secured hereby.

Section 3.17 - 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 and 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 and security interest. 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 appoints 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 refiling of any such documents including charges for examining title and 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 3.18 - 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

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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 3.19 - Interest Rate. Notwithstanding any provisions herein, or in the Note secured hereby, or in the other Loan Documents or 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 3.20 - Additional Rights and Remedies. In the event Trustor fails or refuses to surrender possession of the Mortgaged Property after any Trustee's sale, Trustor shall be deemed a Tenant at sufferance, subject to eviction by means of forcible entry and detainer proceedings, provided that this remedy is not exclusive or in derogation of any other right or remedy available to Beneficiary.

Section 3.21 - 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 by Trustee under the power of sale. Trustor hereby reaffirms the provisions 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 3.22 - Impounds. At any time after a default by Trustor hereunder, or 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 each installment payment date as set forth in the Note secured hereby 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 of 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-

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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 3.23 - 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 paragraph A.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 2008, 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 in the event of default.

Section 3.24 - 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 3.25 - 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 any default hereunder.

Section 3.26 - 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

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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 provided in 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) any 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 for any loss arising out of Beneficiary's negligence or willful conduct, or for claims arising after the date on which the Beneficiary takes possession of the Mortgaged Property.

Section 3.27 - 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

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of Trust, any other Loan Document, or any other document related hereto or thereto.

Section 3.28 - 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 3.29 - 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. Trustor 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. Trustor's U.S. employer identification number is 20-5602445; and

c. Trustor's principal place of business is AVG-CFM 204Q, LLC 1823 Harney St., Suite 100, Omaha, NE 68102; and

d. Trustor 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. Trustor 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 3.30 - 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

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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' knowledge, the Seller of the Property (if any portion of the Property 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 Property (if any portion of the Property 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

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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.

ARTICLE IV. - DEFAULT PROVISIONS.

Section 4.1- Events Of Default. 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 by the Trustor) 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 thereon, and including all sums advanced hereunder and secured hereby and interest thereon, shall be and become immediately due and payable without presentment, demand 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 a 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 default hereunder, Beneficiary may (if it has not already done so pursuant hereto or to the Note), at its option, and without further notice or demand, declare all Secured

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Indebtedness immediately due and payable and irrespective of whether Beneficiary exercises such option, it may, at its option and in its sole discretion, without any further notice or demand to or upon Trustor, do one or more of the following:

A. Beneficiary may, 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 its true ad 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 any 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.

Beneficiary may elect to cause the Mortgaged Property, or any part

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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

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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 and/or Trustee shall apply the proceeds of any sale or disposition hereunder pursuant to 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

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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 therein), 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.

D. 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 attorneys' fees, Beneficiary's costs, Trustee's 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

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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 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, 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, in the 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.

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

AVG-CFM 204Q, LLC, a Delaware limited liability company:

By _____
Arnold Schlesinger, Manager

By _____
D. Gregory Scott, Manager

By _____
Terrance L. Fangman, Jr., Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by Arnold Schlesinger, 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 the person acted, executed the instrument. Said person is the Manager of AVG-CFM 204Q, LLC, a Delaware limited liability company, for and on behalf of said AVG-CFM 204Q, LLC, and he acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

_____
Notary Public

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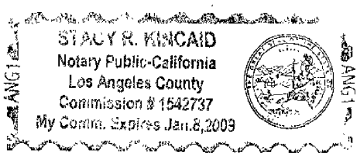
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ***ss.***
COUNTY OF LOS ANGELES)

On November 1, 2006, before me, STACY R. KINCAID, Notary Public – California, personally appeared **ARNOLD SCHLESINGER** personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



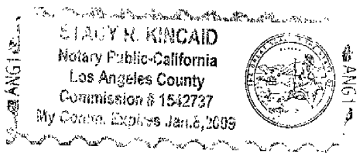
STACY R. KINCAID
Notary Public #1542737
In and for State of California

MY COMMISSION EXPIRES: JAN 8, 2009

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ***ss.***
COUNTY OF LOS ANGELES)

On November 1, 2006, before me, STACY R. KINCAID, Notary Public – California, personally appeared **D. GREGORY SCOTT** personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

STACY R. KINCAID
Notary Public #1542737
In and for State of California

MY COMMISSION EXPIRES: JAN 8, 2009

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by D. Gregory Scott, 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 signature on the instrument the entity upon behalf of which the person acted, executed the instrument. Said person is the Manager of AVG-CFM 204Q, LLC, a Delaware limited liability company, for and on behalf of said AVG-CFM 204Q, LLC, and acknowledged, signed and delivered the instrument as free and voluntary act, for the uses and purposes therein set forth.

_____
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 2nd day of November, 2006, by Terrance L. Fangman, Jr., 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 the person acted, executed the instrument. Said person is the Manager of AVG-CFM 204Q, LLC, a Delaware limited liability company, for and on behalf of said AVG-CFM 204Q, LLC, and he acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.

GENERAL NOTARY - State of Nebraska
ELIZABETH A. BUCKLIN
My Comm. Exp. March 9, 2010

Elizabeth A. Bucklin
Notary Public

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SE NW

NE NW

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:

A tract of land located in the Northwest 1/4 of Section 12; and also the. Northeast 1/4 of said Section 12; and also the Southeast 1/4 of said Section 12; all located in Township 14 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said Southeast 1/4 of Section 12; thence N02°43'49"W (assumed bearing) along the West line of said Southeast 1/4 of Section 12, a distance of 2641.18 feet to the Northwest corner of said Southeast 1/4 of Section 12; thence S87°28'35"W along the South line of said Northwest 1/4 of Section 12, a distance of 1322.85 feet to the Southwest corner of the East 1/2 of said Northwest 1/4 of Section 12; thence N02°43'39"W along the west line of said East 1/2 of the Northwest 1/4 of Section 12, said line also being the East line of Lot 5, Dohse's Acres, a Subdivision located in said Northwest 1/4 of Section 12, and the Southerly extension thereof, a distance of 2593.53 feet to a point on the Southerly right of way line of "Q" Street, said point also being the Northeast corner of said Lot 5, Dohse's Acres; thence Easterly along said Southerly right of way line of "Q" Street on the following described courses; thence N81°31'35"E, a distance of 138.32 feet; thence N87°45'05"E, a distance of 1185.13 feet; thence N88°00'59"E, a distance of 1064.58 feet; thence N87°44'51"E, a distance of 600.10 feet; thence S02°15'40"E, a distance of 21.53 feet; thence S85°58'44"E, a distance of 359.77 feet; thence N87°28'59"E, a distance of 552.62 feet to the point of intersection of said Southerly right of way line of "Q" Street, and the Westerly right of way line of 204th Street; thence Southerly along said Westerly right of way line of 204th Street on the following described courses; thence S02°11'10"E, a distance of 780.54 feet; thence S04°29'01"W, a distance of 69.76 feet; thence S03°08'26"E, a distance of 361.79 feet; thence S03°32'38"W, a distance of 557.12 feet; thence S00°09'57"W, a distance of 246.41 feet; thence N87°05'16"E, a distance of 63.67 feet; thence S06°22'53"E, a distance of 516.37 feet; thence S04°32'29"W, a distance of 327.06 feet; thence S00°56'28"E, a distance of 1500.54 feet; thence S05°57'26"E, a distance of 824.89 feet to a point on the South line of said Southeast 1/4 of Section 12; thence S87°37'25"W along said South line of the Southeast 1/4 of Section 12, a distance of 2542.15 feet to the point of beginning,

EXCEPTING THEREFROM THE FOLLOWING PARCELS:

A tract of land located in part of the East 1/2 of the Northwest 1/4 of Section 12, Township 14 North, Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of said East 1/2 of the Northwest 1/4 of Section 12; thence N02°43'39"W (assumed bearing) along the West line of said East 1/2 of the Northwest 1/4 of Section 12, said line also being the East line of Lot 5, Dohse's Acres, a Subdivision located in the Northwest 1/4 of said Northwest 1/4 of Section 12, and the Southerly extension thereof, a distance of 2593.53 feet to a point on the South right of way line of "Q" Street; thence N81°31'35"E along said South right of way line of "Q" Street, a distance of 138.32 feet; thence N87°45'05"E along said South right of way line of "Q" Street, a distance of 1167.29 feet; thence S02°15'09"E, a distance of 20.80 feet; thence Southwesterly on a curve to the right with a radius of 957.50 feet, a distance of 173.30 feet, said curve having a long chord which bears S02"55'56"W, a distance of 173.06 feet; thence Southwesterly on a curve to the left with a radius of 923.19 feet, a distance of 49.99 feet, said curve having a long chord which bears S06°33'58"W a distance of 49.98 feet; thence S05'00'54"W a distance of 31.79 feet; thence Southwesterly on a curve to the right with a radius of 261.79 feet, a distance of 49.85 feet, said curve having a long chord which bears S10°28'13"W, a distance of 49.77 feet; thence Southwesterly on a curve to the right with a radius of 967.50 feet, a distance of 139.13 feet, said curve having a long chord which bears S20°02'42"W, a distance of 139.01 feet; thence S24°09'53"W, a distance of 657.98 feet; thence S27°12'41"W, a distance of 49.05 feet; thence Southwesterly on a curve to the right with a radius of 80.00 feet; a distance of 13.17 feet, said curve having a long chord which bears S31°55'34"W, a distance of 13.15 feet, thence Southwesterly on a curve to the left with a radius of 132.00 feet, a distance of 57.49 feet, said curve having a long chord which bears S24°09'53"W, a distance of 57.03 feet; thence Southwesterly on a curve to the right with a radius of 80.00 feet, a distance of 13.17 feet, said curve having a long chord which bears S16°24'12"W a distance of 13.15 feet; thence S21°07'05"W, a distance of 49.05 feet; thence S24°09'53"W, a distance of 401.51 feet; thence Southerly on a curve to the left with a radius of 1096.66 feet, a distance of 493.83 feet, said curve having a long chord which bears S11°15'52"W, a distance of 489.67 feet; thence S01°38'10"E, a distance of 401.13 feet; thence Southerly on a curve to the left with a radius of 632.50 feet, a distance of 168.05 feet, said curve having a long chord which bears S09°14'51"E, a distance of 167.56 feet to a point on the South line of said East 1/2 of the Northwest 1/4 of Section 12; thence S87°28'35"W along said South line of the East 1/2 of the Northwest 1/4 of Section 12, a distance of 541.99 feet to the point of beginning.

A tract of land located in the North 1/2 of Section 12, Township 14 North. Range 10 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of the Northeast 1/4 of said Section 12; thence S02°43'50" (assumed bearing) along the West line of said Northeast 1/4 of Section 12, a distance of 226.54 feet; thence N87°16'10"E, a distance of 52.42 feet to the point of beginning; thence S36°20'23"E, a distance of 96.30 feet; thence S47°27'25"E, a distance of 369.59 feet; thence S29°10'18"E, a distance of 424.01 feet; thence S25°24'24"E, a distance of 297.13 feet; thence S32°45'59"E, a distance of 71.80 feet; thence Southeasterly on a curve to the right with a radius of 335.00 feet, a distance of 11.58 feet, said curve having a long chord which beats S79°00'15"E, a distance of 11.58 feet; thence Easterly on a curve to the left with a radius of 242.75 feet, a distance of 98.05 feet, said

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curve having a long chord which bears S89°35'05"E, a distance of 97.38 feet; thence N78°50'39"E, a distance of 32.70 feet; thence N35°51'05"E, a distance of 7.31 feet; thence Southeasterly on a curve to the left with a radius of 535.55 feet, a distance of 432.74 feet, said curve having a long chord which bears S30°01'20"E, a distance of 421.07 feet; thence Southerly on a curve to the right with a radius of 265.00 feet, a distance of 281.70 feet, said curve having a long chord which bears S22"43'04"E, a distance of 268.62 feet; thence S07°44'06"W, a distance of 23.80 feet; thence S50°46'50"W, a distance of 7.31 feet; thence westerly on a curve to the left with a radius of 550.00 feet, a distance of 242.02 feet, said curve having a long chord which bears S80°57'33"W, a distance of 240.08 feet; thence S68°21'10"W, a distance of 66.80 feet; thence Southwesterly on a curve to the left with a radius of 632.50 feet, a distance of 455.06 feet, said curve having a long chord which bears S47°44'30"W, a distance of 445.31 feet; thence Southwesterly on a curve to the right with a radius of 80.00 feet, a distance of 62.69 feet, said curve having a long chord which bears S49°34'52"W, a distance of 61.10 feet; thence Southwesterly on a curve to the left with a radius of 97.50 feet, a distance of 39.43 feet, said curve having a long chord which bears S60°26'47"W, a distance of 39.16 feet; thence Southwesterly on a curve to the right with a radius of 45.00 feet, a distance of 61.22 feet, said curve having a long chord which bears S87°50'05"W, a distance of 56.61 feet; thence Northwesterly on a curve to the right with a radius of 175.00 feet, a distance of 101.86 feet, said curve having a long chord which bears N36°31'02"W, a distance of 100.43 feet; thence N19°50'34"W, a distance of 160.03 feet; thence S70°09'26"W, a distance of 50.00 feet; thence N19°50'34"W, a distance of 18.88 feet; thence S60°17'14"W, a distance of 181.03 feet; thence S47°54'55"W, a distance of 184.47 feet; thence S66°08'08"W, a distance of 129.89 feet; thence S84°21'22"W, a distance of 155.67 feet; thence. N70°23'22"W, a distance of 151.54 feet; thence N84°24'59"W, a distance of 160.39 feet; thence N01°38'10"W, a distance of 157.83 feet; thence N01°38'10"W, a distance of 50.00 feet; thence S88°21'50"W, a distance of 29.70 feet; thence N45°52'20"W, a distance of 6.98 feet; thence Northwesterly on a curve to the right with a radius of 1031.66 feet, a distance of 434.56 feet, said curve having a long chord which bears N12°05'51"E, a distance of 431.36 feet; thence N24°09'53"E, a distance of 401.51 feet; thence N27°12'39"E, a distance of 49.05 feet; thence Northwesterly on a curve to the right with a radius of 80.00 feet, a distance of 13.17 feet, said curve having a long chord which bears N31°55'34"E, a distance of 13.15 feet; thence Northwesterly on a curve to the left with a. radius of 132.00 feet, a distance of 57.49 feet, said curve having a long chord which bears N24°09'53"E, a distance of 57.03 feet; thence Northeasterly on a curve to the right with a radius of 80.00 feet, a distance of 13.17 feet, said curve having a long chord which bears N16°24'12"E, a distance of 13.15 feet; thence N21°07'07"E, a distance of 49.05 feet; thence N24°09'53"E, a distance of 657.98 feet; thence Northwesterly on a curve to the left with a radius of 1032.50 feet, a distance of 148.48 feet, said curve having a long chord which bears N20°02'42"E, a distance of 148.35 feet; thence Northwesterly on a curve to the right with a radius of 1231.33 feet, a distance of 49.99 feet, said curve having a long chord which bears N17°05'18"E, a distance of 49.48 feet; thence N18°15'05"E, a distance of 41.94 feet; thence Northwesterly on a curve to the left with a radius of 281.95 feet, a distance of 49.87 feet, said curve having a long chord which bears N13°11'04"E, a distance of 49.80 feet; thence Northwesterly on a curve to the left with a radius of 1042.50 feet, a distance of 22.68

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feet, said curve having a long chord which bears N07°29'39"E, a distance of 22.68 feet to the point of beginning.

EXHIBIT B

Insurance Requirements

I. PROPERTY INSURANCE

A. During Construction

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

1. Mortgage Clause (or equivalent) naming Union Bank & Trust Company as Beneficiary.

2. 30-day notice to Beneficiary in the event of cancellation, non-renewal or material change.

3. Replacement Cost Endorsement.

4. Stipulated Value/Agreed Amount Endorsement.

5. Betterments and Increased Cost Endorsement.

6. Flood Insurance (if applicable).

7. Collapse and Earthquake Coverage.

8. Vandalism and Malicious Mischief Coverage.

B. Upon Completion

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

1. Beneficiary's Loss Payable Endorsement with a Severability of Interest Clause.

2. 30-day notice to Beneficiary in the event of cancellation, non-renewal or material change.

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3. Replacement Cost Endorsement.

4. Stipulated Value/Agreed Amount Endorsement.

5. Betterments and Increased Cost Endorsement.

6. Boiler Explosion Coverage (if applicable).

7. Sprinkler Leakage Coverage.

8. Vandalism and Malicious Mischief Coverage.

9. Flood Insurance (if applicable).

10. Rental Value Insurance in an amount of not less than 100% of 6 month's Rental Value of the Project. "Rental Value" shall include:

    (i) the total projected gross rental income from Tenant occupancy of the Project as set forth in the Budget,

    (ii) the amount of all charges which are the legal obligation of Tenants and which would otherwise be the obligation of Trustor, and

    (iii) the fair rental value of any portion of the Project which is occupied by Trustor.

11. Six (6) months business interruption insurance in an amount acceptable to Beneficiary.

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 Beneficiary with a current Best's Insurance Guide Rating of at least A- IX (which is authorized to do business in the State of Nebraska) that includes:

1. $3 million combined single limit coverage.

2. Additional Insured Endorsement naming Union Bank & Trust Company.

3. 30-day notice to Beneficiary in the event of cancellation, non-renewal or material change.

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III. WORKER'S COMPENSATION

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

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 Beneficiary, shall be issued by insurers of recognized responsibility, which are licensed to do business in the State of Nebraska, and which are acceptable to Beneficiary, and shall be satisfactory to Beneficiary in all other respects.

All hazard and casualty insurance policies maintained by Trustor pursuant to the foregoing provisions in this Exhibit shall provide that any losses payable thereunder shall (pursuant to a standard first lender clause in favor of, and acceptable to, Beneficiary, to be attached to each such policy) be payable to Beneficiary and assigns; include effective waivers by the insurer of all claims for insurance premiums against Beneficiary, provide that any losses shall be payable notwithstanding any act of negligence by Trustor or Beneficiary, any foreclosure or other proceedings or notice of sale relating to the Mortgaged Property, any waiver of subrogation rights by the insured, or any change in the title to or ownership of any of the Mortgaged Property, and 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 Beneficiary as an additional insured and shall waive contribution from any other insurance carried by Beneficiary in the event of loss. Trustor shall cause the originals or certified copies of the policies of all such insurance to be deposited with Beneficiary or to be otherwise held as directed by Beneficiary. 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 Beneficiary with proof reasonably satisfactory to Beneficiary 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 thirty (30) days' prior written notice to Beneficiary. If the Deed of Trust is foreclosed, the purchaser at the foreclosure 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 Beneficiary.

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EXHIBIT C

The Phase I Environmental Site Assessment dated October, 2006, and prepared by Environmental Professionals, Inc.

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