



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

MADE BY

WEST FARM RE LLC, a Nebraska limited liability company

as Grantor

to

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY,

as Trustee for the benefit of

BMW FINANCIAL SERVICES NA, LLC, a Delaware limited liability company

as Beneficiary

Dated as of: August 14, 2018

14800 Davenport Street, Omaha, Nebraska 68154

PREPARED BY AND UPON RECORDATION RETURN TO:

Thompson Hine LLP
3900 Key Center
127 Public Square
Cleveland, Ohio 44114
Attention: Linda A. Striefsky, Esq.

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

THIS DEED OF TRUST, ASSIGNMENT OF LEASES, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this "Deed of Trust") dated as of August 14, 2018, is made by WEST FARM RE LLC, a Nebraska limited liability company, having an address of 4645 South 84th Street, Omaha, Nebraska 68127 ("Grantor"), in favor of OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY ("Trustee"), for the benefit of BMW FINANCIAL SERVICES NA, LLC, a Delaware limited liability company, having an address at 5550 Britton Parkway, Hilliard, Ohio 43026 (together with its successors and assigns, "Beneficiary").

**ARTICLE 1
OBLIGATIONS; SECURITY**

1.1 Obligations; Loan Documents.

1.1.1 This Deed of Trust is executed, acknowledged and delivered by Grantor to secure the following obligations and liabilities (collectively, the "Obligations"):

1.1.1.1 The payment of (a) the principal sum of Six Million Four Hundred Twelve Thousand Five Hundred and 00/100 Dollars (\$6,412,500.00) in the aggregate to be paid with interest thereon, as the same may fluctuate, pursuant to the terms and conditions of a certain loan agreement, dated as of the date specified above, between Grantor and Beneficiary (together with all amendments, modifications, substitutions, replacements, extensions, renewals, restatements and supplements thereof, and exhibits, schedules and other attachments thereto, as they may be in effect from time to time, the "Loan Agreement") as evidenced by a certain promissory note, dated as of the date specified above, in the original principal amount of Six Million Four Hundred Twelve Thousand Five Hundred and 00/100 Dollars (\$6,412,500.00) made by Grantor in favor of Beneficiary (together with all amendments, modifications, substitutions, replacements, extensions, renewals, restatements and supplements thereof, and exhibits, schedules and other attachments thereto, as they may be in effect from time to time, the "Note"); (b) all sums now or in the future advanced to or coming due or required to be paid under any of the Loan Documents (hereafter defined) whether for principal, interest, fees, costs, charges, expenses, or other amounts owing under reimbursement or indemnification obligations under any of the Loan Documents, (i) whether by acceleration or otherwise, (ii) whether such advances are voluntary or obligatory, (iii) whether such obligations presently exist or come into existence at some future time, and (iv) whether such advances, costs and expenses were made or incurred at the request of Grantor, any other Obligor or guarantor under the Loan Documents, or Beneficiary; including advances for principal or interest payments to prior secured parties, mortgagors or lienors, or for Impositions (as hereinafter defined), insurance, rent, wages, repairs to or maintenance or storage of any Collateral; and (c) all sums which may hereafter be lent to Grantor by Beneficiary when evidenced by a promissory note or other obligation reciting that said note or obligation is intended to be secured by this Deed of Trust;

1.1.1.2 The performance of all of the terms, covenants, conditions, agreements, obligations and liabilities of Grantor or any other Obligor or any Guarantor under or with respect to, (a) the Project, the Loan Agreement, the Note, this Deed of Trust, all other documents referred to as "Loan Documents" in the Loan Agreement or this Deed of Trust and any other document now or hereafter given to evidence, secure or facilitate the payment and performance of any of the Obligations, whether now existing or hereafter incurred, whether or not evidenced by any note or other instrument, matured or unmatured, direct or indirect, absolute or contingent, joint or several; and (b) all amendments, modifications, substitutions, replacements, extensions, renewals, restatements and supplements thereof, and exhibits, schedules and other attachments thereto, as they may be in effect from time to time (all of the foregoing being collectively referred to in this Deed of Trust as the "Loan Documents"). Grantor shall pay and perform the Obligations required of Grantor in accordance with the provisions of the Loan Documents;

1.1.1.3 With respect to each of Subsections 1.1.1.1 through 1.1.1.2 above, inclusive, including all such indebtedness, obligations and liabilities, both now existing and hereafter incurred, accruing or arising, direct or indirect, absolute or contingent, liquidated or unliquidated, due or to become due, evidenced by and/or incurred pursuant to any of the instruments or agreements described or referred to above, including any such instruments or agreements as are or may be amended, restated, supplemented and/or replaced from time to time, and, to the extent provided in any such instrument or agreement, all principal, interest, fees, costs, expenses and attorneys' fees and all other indebtedness of whatever nature or description.

1.1.2 "Obligor" shall mean, collectively, Grantor, the Guarantor and each and every other Person obligated on or liable under any of the Loan Documents or for any of the Obligations, regardless of whether recourse thereon is limited in any way.

1.1.3 "Existing Loan Documents" shall mean, collectively, (a) that certain Promissory Note from S&J Funding Partners LLC to Beneficiary, dated June 5, 2018, in the principal amount of Eight Million Eight Hundred Sixty Six Thousand and 00/100 Dollars (\$8,866,000.00), and the other loan documents evidencing or securing it; and (b) any agreement between Beneficiary (or an Affiliate of Beneficiary) and Grantor or an Affiliate of any Obligor providing for so-called "floor plan" financing, including, without limitation, that certain Inventory Financing and Security Agreement dated as of June 5, 2018, by and between Beneficiary, as lender, and H&H Premier Automotive Inc., as borrower; in each case, together with all exhibits, schedules and other attachments thereto and as the same may be amended, revised, renewed or replaced from time to time.

1.2 Grant of Deed of Trust; Trust Estate. For the purpose of securing payment and performance when due of all Obligations of Grantor and any Obligor, including of securing payment and performance when due of all the obligations under and as to the Existing Loan Documents, Grantor does hereby irrevocably and unconditionally give, grant, bargain, sell, confirm and convey unto Trustee, its successors and assigns, **IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION**, all of the following, whether presently in existence or to come into existence at some future time or later acquired (collectively, the "Trust Estate");

1.2.1 The parcel(s) of land situated generally at 14800 Davenport Street, Omaha, Nebraska 68154, as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Land");

1.2.2 All buildings, structures and improvements of every kind erected on, under or over the Land (the "Improvements") (the Land and the Improvements being hereafter referred to as, collectively, the "Real Estate");

1.2.3 All estates, rights, tenements, hereditaments, privileges, easements, and appurtenances of any kind benefiting the Real Estate; all means of access to and from the Real Estate, whether public or private; all water, oil, gas, subsurface and mineral rights; and all other claims or demands of Grantor, either at law or in equity, in possession or expectancy, of, in, or to the Real Estate;

1.2.4 All leases, licenses, occupancy agreements or agreements to occupy all or any part of the Real Estate and all extensions, renewals, amendments, and modifications thereof, and any options, rights of first refusal, or guarantees relating thereto (collectively, "Leases"); and all rents, income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards, and payments of any kind payable under the Leases or otherwise arising from the Real Estate (collectively, the "Income");

1.2.5 All awards and other compensation heretofore and hereafter to be made to Grantor for any taking by eminent domain, either permanent or temporary, of all or any part of the Real Estate or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets, or any of the personal property described in this Section below;

1.2.6 All payments proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Estate or any portion thereof or any of the personal property described in this Section below;

1.2.7 All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, governmentally-registered credits (such as emissions reductions credits), other credits, waivers and payments, whether in cash or in kind, due from or payable by (i) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (a "Governmental Agency") or (ii) any insurance or utility company relating to any or all of the Real Estate or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Real Estate;

1.2.8 All Goods, including without limitation, Fixtures, Equipment and Accessions, delivered on site to the Real Estate in connection with, the construction of, or reconstruction of, or remodeling of, any of the Real Estate from time to time during the term hereof;

1.2.9 All Goods, including without limitation, Fixtures, Equipment and Accessions, attached to, situate or installed in or upon, or used in the operation or maintenance of, the Real Estate or any plant or business situated thereon;

1.2.10 All Accounts and General Intangibles relating to the use, construction upon, occupancy, leasing, sale or operation of the Real Estate;

1.2.11 All As-Extracted Collateral arising from the Land;

1.2.12 All books and records evidencing or relating to the foregoing, including, without limitation, billing records of every kind and description, tenant lists, data storage and processing media, Software and related material, including computer programs, computer tapes, cards, disks and printouts, and including any of the foregoing which are in the possession of any affiliate or property manager; and

1.2.13 All Proceeds of any of the above-described property.

Capitalized terms contained in this Section 1.2 without definition shall have the meanings (both in this Section 1.2 and elsewhere in this Deed of Trust) ascribed to them in revised Article 9 of the Uniform Commercial Code. "Uniform Commercial Code" (or "UCC") shall mean the Uniform Commercial Code as amended from time to time, and any successor statute, enacted and in effect at any time, in the relevant jurisdiction. Notwithstanding anything contained herein to the contrary, in the event Grantor elects to finance the purchase of any Equipment through a third party, Beneficiary shall cooperate in good faith to subordinate the lien of this Deed of Trust to the lien of such third party financing or, at the request of Grantor, Beneficiary may agree, as determined in its sole discretion, to release such Equipment from the lien of this Deed of Trust and to execute such documentation reasonably necessary to confirm such release. In no event shall Grantor be permitted to grant any such third party a so-called "blanket" lien on Grantor's personal property.

TO HAVE AND TO HOLD the Trust Estate unto Trustee for the purpose of securing the Obligations; PROVIDED, HOWEVER, that if Grantor shall fully pay or cause to be fully paid to the holder of the Note the principal and interest (as the rate thereof may be adjusted as provided in the Loan Agreement), late charges and prepayment premium, if any, to become due thereupon at the time and in the manner stipulated therein, and shall pay or cause to be paid all other sums payable hereunder and all indebtedness hereby secured and shall have performed all covenants and obligations under any Loan Documents, then, in such case, the estate, right, title and interest of Trustee and Beneficiary in the Real Estate shall cease, terminate and become void, and upon proof being given to the satisfaction of Beneficiary that the Note, together with interest and prepayment premium, if any, thereon have been paid or satisfied, and upon payment of all fees, costs, charges, expenses and liabilities chargeable or incurred

or to be incurred by Trustee and Beneficiary, and of any other sums as herein provided, Trustee shall, upon receipt of the written request of Beneficiary and upon receipt by Trustee from Beneficiary of all necessary, fully completed forms, documents and instruments to do so, cancel, release and discharge this Deed of Trust.

1.3 Grant of Security Interest; Security Agreement. This Deed of Trust is also a "security agreement" under the UCC. Grantor grants, and Beneficiary shall have and may enforce, a security interest in all those property interests included in the Trust Estate which may be "personal property" to secure payment and performance of the Loan Documents. Grantor irrevocably authorizes Beneficiary to prepare, execute and file all initial financing statements, and any restatements, extensions, continuations, renewals or amendments thereof, in such form as Beneficiary may require to perfect or continue the perfection of this security interest or other statutory liens held by Beneficiary. Such financing statement shall describe the Trust Estate and contain any other information required by the UCC for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor. Grantor agrees to pay all reasonable expenses incident to the preparation, execution, filing and/or recording of any of the foregoing. With respect to any of the Trust Estate in which a security interest is not perfected by the filing of a financing statement, Grantor consents and agrees to undertake, and to cooperate fully with Beneficiary, to perfect the security interest hereby granted to Beneficiary in the Trust Estate. Inasmuch as the parties intend that this Deed of Trust shall, among other things, constitute a financing statement, Grantor sets forth the following:

1.3.1 The Debtor is West Farm RE LLC, a Nebraska limited liability company, with an address of 4645 South 84th Street, Omaha, Nebraska 68127;

1.3.2 The Secured Party is BMW Financial Services NA, LLC, a Delaware limited liability company, with an address of 5550 Britton Parkway, Hilliard, Ohio 43026;

1.3.3 The collateral includes Fixtures which are or shall be affixed to the Real Estate; and

1.3.4 The record owner of the Real Estate is West Farm RE LLC.

1.4 Assignment of Leases and Income.

1.4.1 This Deed of Trust is also an absolute and unconditional assignment to Beneficiary of all Leases and Income, whether now in existence or hereafter arising, for the purpose of vesting in Beneficiary, as "Assignee," a first priority, perfected security interest in the Leases and the Income. Grantor hereby irrevocably, absolutely, presently and unconditionally assigns, transfers and sets over to Beneficiary all Leases, all Income and all rights of Grantor to enforce the Leases and collect the Income. This assignment includes any award received or receivable by Grantor in any legal proceeding involving any tenant under a Lease whether under the Bankruptcy Code ("Bankruptcy Code" being defined as Title II of the United States Code entitled "Bankruptcy" as now or hereafter in effect, or any successor thereto or any other present or future bankruptcy or insolvency statute) or otherwise. This is an absolute assignment, not an assignment for security only.

1.4.2 So long as Grantor no Event of Default shall have occurred hereunder or under any of the other Loan Documents, Grantor shall have a license, revocable at the will of Beneficiary, to enforce the Leases and collect the Income subject to any applicable provisions contained in the Loan Documents. Upon request of Beneficiary, Grantor shall execute and deliver to Beneficiary (i) a specific assignment, in recordable form, of any Lease now or hereafter affecting the Trust Estate or any portion thereof to further evidence the assignment hereby made; and (ii) such other instruments as Beneficiary may deem necessary, convenient or appropriate in connection with the payment and delivery directly to Beneficiary of all of the Income.

1.4.3 Notwithstanding subsection 1.4.2 above, Grantor irrevocably appoints Beneficiary the attorney-in-fact of Grantor and, following an Event of Default hereunder, Beneficiary may (i) enforce the Leases and demand, receive and collect the Income, and (ii) as the sole and exclusive agent of Grantor, agree to any modifications of the Leases. This power is coupled with an interest and is therefore irrevocable. Grantor shall notify any Person that Beneficiary may from time to time specify that the Income should be paid directly to Beneficiary and that any modification of the Leases must be approved by Beneficiary.

1.4.4 All security deposits, prepaid rent permitted to be collected by Grantor, if any (other than prepaid rent for the next succeeding calendar month), and similar payments under any Lease shall be deposited in a separate escrow account with an escrowee satisfactory to Beneficiary which, if Beneficiary is permitted to hold such accounts under applicable law, shall, at Beneficiary's election, be Beneficiary. Grantor shall notify Beneficiary of the identification of the escrow account. Such sums shall be disbursed only upon the prior written consent of Beneficiary except such consent shall not be required when by law or by the terms of the Lease Grantor is required to, and does, return such sums to the party entitled to same under the Lease.

1.4.5 Grantor shall not accept or permit the payment of rent in any medium other than lawful money of the United States of America, or anticipate, discount, compromise, forgive, encumber or further assign the Leases or the Income or any part thereof or any interest therein without the prior written consent of Beneficiary. Grantor shall not modify, terminate or fail to enforce any Lease or enter into any Lease without Beneficiary's prior approval.

1.4.6 Grantor hereby authorizes and directs that all other parties now or hereafter owing or paying Income under any Lease or now or hereafter having in their possession or control any Income from or allocated to the Trust Estate, or any part thereof, or the Proceeds therefrom, shall, upon the request of Beneficiary following an Event of Default hereunder and until Beneficiary directs otherwise, pay and deliver such Income directly to Beneficiary at Beneficiary's address set forth in the introduction to this Deed of Trust, or in such other manner as Beneficiary may direct such parties in writing and this authorization shall continue until this Deed of Trust is released of record. No payor making payments to Beneficiary at its request under the assignment contained in this Deed of Trust shall have any responsibility to see to the application of any of such funds, and any party paying or delivering Income to Beneficiary under such assignment shall be released thereby from any and all liability to Grantor to the full extent and amount of all such Income so delivered. Grantor agrees to indemnify and hold harmless any and all parties making payments to Beneficiary, at Beneficiary's request under the assignment contained in this Deed of Trust, against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees resulting from the delivery of such payments to Beneficiary.

1.4.7 Notwithstanding any legal presumption to the contrary, Beneficiary shall not be obligated by reason of its acceptance of this assignment to perform any obligation of Grantor as lessor under any Lease. Neither the acceptance of this assignment nor the collection of Income under the Leases shall constitute a waiver of any rights of Beneficiary under the Loan Documents or constitute a cure of any default by Grantor thereunder.

1.5 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code in the state in which the Trust Estate is located, as amended or recodified from time to time, covering any Property which now is or later may become fixtures attached to the Land or Improvements. The description of the Property in this Deed of Trust includes Goods which are or are to become fixtures on the Land and/or Improvements of which Grantor is the record owner. For this purpose, the respective addresses of Grantor, as debtor, and Beneficiary, as secured party from which information concerning the security interest may be obtained, are as set forth in §1.3 above.

ARTICLE 2
TITLE MATTERS

2.1 Warranty of Title. Until the Obligations are fully satisfied, Grantor represents, warrants and covenants that:

2.1.1 Grantor has good and marketable fee simple absolute title to the Real Estate, subject only to those exceptions to title more particularly described in the title commitment issued to, and accepted by, Beneficiary in connection with this transaction (each a "Permitted Exception" and, collectively, the "Permitted Exceptions"), and good and valid title to the balance of the Trust Estate and Grantor shall defend the validity, priority and enforceability of the lien of this Deed of Trust against the claims of all Persons excepting only those claiming under Permitted Exceptions;

2.1.2 Grantor has full power and lawful authority to subject the Trust Estate to the lien of this Deed of Trust;

2.1.3 The execution, delivery and performance of this Deed of Trust and the other Loan Documents will not contravene any Legal Requirements (hereinafter defined) or any agreement, document or instrument to which Grantor is a party or by which Grantor or the Trust Estate is bound;

2.1.4 Grantor shall make, execute, acknowledge and deliver all such further or other deeds, documents, instruments or assurances and cause to be done all such further acts and things as may at any time be required by Beneficiary to confirm and fully protect the lien and priority of this Deed of Trust; and

2.1.5 Grantor shall make such payments, all before the same shall become delinquent, and perform all obligations as are required under any Permitted Exceptions affecting the Trust Estate.

2.2 Restrictions on Transfers; Due on Sale. Grantor will not cause or permit any Transfer of the Trust Estate or any portion thereof, whether voluntary, involuntary, by operation of law, or otherwise, nor shall Grantor enter into any agreement or transaction to Transfer, or accomplish in form or substance a Transfer, of the Trust Estate. Notwithstanding any other provision of this Deed of Trust, upon any Transfer of the Trust Estate, the Obligations shall become immediately due and payable, without notice or grace. A "Transfer" of the Trust Estate shall mean the occurrence of any one or more of the following without the prior written consent of Beneficiary, which consent may be withheld in the sole discretion of Beneficiary: (i) the direct or indirect sale, agreement to sell, transfer, alienation, pledge, assignment, mortgage, encumbrance, hypothecation, conveyance or other disposition of the Trust Estate or any portion thereof or interest therein; (ii) the execution of any installment land sale contract or similar instrument affecting all or a portion of the Trust Estate; (iii) the lease or sublease of all or a portion of the Trust Estate, other than a lease to H&H Premier Automotive Inc. on a form reasonably acceptable to Beneficiary; and (iv) the transfer of any membership, stock, partnership or other ownership interests in Grantor (if Grantor is a limited liability company, partnership, joint venture or corporation).

2.3 No Other Financing or Liens. Except as expressly permitted by this Deed of Trust, without the prior written consent of Beneficiary in each instance, which consent may be given or withheld in Beneficiary's sole discretion, Grantor shall not create or cause or permit to exist any lien on the Trust Estate whether superior to or subject to the lien of this Deed of Trust except the Permitted Exceptions (if any) and such other liens or security interests as are expressly and specifically agreed to be permitted upon the Trust Estate by Beneficiary under the Loan Documents.

2.4 Leases. Grantor represents and warrants that there are no Leases affecting the Trust Estate other than the Leases (if any) listed in the schedule of Leases and Income delivered by Grantor to Beneficiary in connection with this transaction. Grantor shall not enter into any Leases without the prior written consent of Beneficiary being obtained (which consent shall not unreasonably be withheld). Grantor shall provide to Beneficiary copies of all executed Leases within ten (10) days after execution.

ARTICLE 3
OBLIGATIONS REGARDING TRUST ESTATE

3.1 Legal Requirements Generally. Grantor represents and warrants to Beneficiary that the Trust Estate is in compliance, in all material respects, with Legal Requirements (hereinafter defined). Grantor shall promptly comply with, and cause the Trust Estate to be kept in compliance with, all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, restrictions and requirements (collectively "Legal Requirements") of the United States of America, the state in which the Real Estate is located and any political subdivision thereof or any town, city, county or municipality in which the Real Estate is located or any agency, department, bureau, board, commission or instrumentality of any of the foregoing now existing or hereafter created (individually, a "Governmental Authority" and, collectively, "Governmental Authorities") having jurisdiction over Grantor or the Trust Estate or the construction, use, occupancy, operation, maintenance, or improvement of the Trust Estate, whether foreseen or unforeseen, ordinary or extraordinary.

3.2 Land Use Approvals. Grantor represents and warrants to Beneficiary that the Land is and shall remain one or more zoning lots separate and apart from all other premises. Grantor shall not, by any act or omission, impair the integrity of the Trust Estate as such separate zoning lot or lots. Grantor shall not, without the prior written consent of Beneficiary, submit or cause to be submitted to any Governmental Authority an application for zoning, subdivision or development approval affecting the Real Estate if any of the following would result from such proposed zoning change, subdivision or development: (a) the separate transfer, use and ownership of the Real Estate is not permitted as a matter of right under applicable Legal Requirements; (b) the use of the Real Estate as of the date of this Deed of Trust is no longer permitted as a matter of right under applicable Legal Requirements; or (c) any portion of the Real Estate is used to fulfill a Legal Requirement of other property not subject to the lien of this Deed of Trust.

3.3 Environmental Matters. Without limiting the provisions of the Environmental Indemnity (as defined in the Loan Agreement):

3.3.1 Grantor represents and warrants that (a) after due inquiry and investigation and except as specifically disclosed on Schedule A to the Environmental Indemnity, (i) the Trust Estate is not in direct or indirect violation of any Environmental Laws, (ii) the Trust Estate is not subject to any private or governmental lien or judicial or administrative notice or action or inquiry, investigation or claim relating to Hazardous Substances, and (iii) no Hazardous Substances are located on or within the Trust Estate (other than Permitted Hazardous Substances, as defined below), and (b) neither Grantor nor, to the best of its knowledge, any other Person has (i) used, installed or disposed of any Hazardous Substances (hereinafter defined) on, from, or affecting the Trust Estate except in full compliance with Applicable Environmental Laws; or (ii) received any notice from any Governmental Authority with regard to Hazardous Substances on, from or affecting the Trust Estate.

3.3.2 Grantor shall not use the Trust Estate, nor allow it to be used, to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Substances except in full compliance with Applicable Environmental Laws. Grantor shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Grantor or any other Person, a release of Hazardous Substances onto, from or affecting the Trust Estate or any other use, installation, or disposition of Hazardous Substances except in full compliance with Applicable Environmental Laws. Grantor shall comply, and enforce compliance by all tenants and subtenants, with all Applicable Environmental Laws and shall keep the Trust Estate free and clear of any liens imposed pursuant to any Applicable Environmental Laws.

3.3.3 If Grantor receives any notice from any Governmental Authority with regard to Hazardous Substances on, from or affecting the Trust Estate, or any notice of violation of Applicable Environmental Laws, Grantor shall promptly notify Beneficiary. Grantor shall conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Substances on, from or affecting the Trust Estate in accordance with all Applicable Environmental Laws and the provisions of the Loan Documents, to the satisfaction of the Beneficiary.

3.3.4 Should Beneficiary have reason to believe that there are any Hazardous Substances (other than Permitted Hazardous Substances) on the Trust Estate, Beneficiary may require that Grantor retain a qualified and licensed environmental engineer to conduct a full environmental audit of the Trust Estate, which engineer and audit, including testing and sampling procedures, shall be reasonably acceptable to Beneficiary and which audit report shall be delivered to Beneficiary within thirty (30) days after Grantor's initial request and shall be prepared at Grantor's sole expense. If such audit or supplemental report indicates the presence of any Hazardous Substance at or above any standard requiring remedial action or the threat of a Release on, at or from the Trust Estate, the Grantor shall promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean up and other remedial actions, using methods recommended by the engineer or other Person who prepared said audit report and in accordance with all Applicable Environmental Laws.

3.3.5 If any investigation, environmental report or governmental investigation or order indicates that there may exist any damage or risk to the Trust Estate, or any liability of Grantor relating to any Hazardous Substances or other environmental conditions with respect to the Trust Estate, Beneficiary may require Grantor to furnish immediately an indemnity bond in an amount determined by Beneficiary, in its sole discretion, to be sufficient to pay all actual and estimated cleanup costs and to protect against any liens that may arise with respect to such potential cleanup costs. Beneficiary's demand that Grantor post any bond or other security shall not be a waiver of any Event of Default hereunder or of any other right or remedy available to Beneficiary.

3.3.6 The term "Applicable Environmental Laws" shall mean any and all applicable foreign, federal, state, local or municipal laws, Environmental Permits, rules, orders, regulations, statutes, guidance, policies, procedures, ordinances, codes, decrees and requirements of any Governmental Authority regulating, relating to or imposing liability or standards of conduct concerning or relating to pollution, contamination, human health or safety, the Environment, natural resources or natural resource damages or to the presence, use, management, handling, generation, importing, distribution, manufacturing, processing, production, recycling, reclaiming, exposure to, storage, disposal, treatment, transportation, Release or threatened Release of any Hazardous Substance.

3.3.7 The term "Environment" shall mean any soil, land surface or subsurface strata, surface water (including navigable waters, ocean waters, streams, ponds, drainage basins and wetlands), ground water, drinking water supply, stream sediments, ambient or indoor air, plant and animal life and any other environmental medium or natural resource.

3.3.8 The term "Environmental Permits" mean all permits, licenses, approvals, authorizations, consents or registrations required by any Applicable Environmental Law in connection with the ownership, use and/or operation of the Trust Estate for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances or the sale, transfer or conveyance of the Trust Estate.

3.3.9 The term "Hazardous Substances" shall mean any chemical, substance, waste, material, pollutant or contaminant, the use, management, handling, generation, importing, distribution, manufacturing, processing, production, recycling, reclaiming, storage, disposal, treatment, transportation or Release of which is regulated under Applicable Environmental Law, or which is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, or toxic or a pollutant or a contaminant under or pursuant to any Applicable Environmental Law, including any mixture or solution thereof, and specifically including petroleum and all petroleum derivatives thereof or synthetic substitutes therefor (including, without limitation, crude oil or any fraction thereof, gasoline or diesel fuel, all forms of natural gas, and petroleum products, by-products or waste); polychlorinated biphenyls; asbestos and asbestos containing materials (whether friable or non-friable); lead and lead-based paint or other lead containing materials; urea formaldehyde; mold, liquid solvents or similar chemicals; radon gas; radioactive material or waste; and infectious waste, regardless of whether specifically listed or designated as a hazardous material, hazardous substance or hazardous waste under any Applicable Environmental Law.

3.3.10 The term "Permitted Hazardous Substances" means collectively those Hazardous Substances that are necessary for the operation of the Trust Estate as an automotive sales and service center and are stored, handled and disposed of in accordance with all Applicable Environmental Laws.

3.3.11 The term "Release" shall mean any spilling, leaking, emitting, discharging, depositing, escaping, leaching, dumping, threat of release, or other releasing of Hazardous Substances into the Environment, whether intentional or unintentional, known or unknown, and including all releases as defined under Applicable Environmental Law.

3.4 General Obligations. Until the Obligations are fully satisfied, Grantor shall:

3.4.1 Perform all maintenance, repair, restoration and rebuilding required to keep the Trust Estate in good repair, order and condition in full compliance with the requirements of the Loan Documents, any Leases affecting the Trust Estate and all Legal Requirements;

3.4.2 Pay all charges for water, sewer, gas, electric and other utility services provided to the Trust Estate promptly as and when due;

3.4.3 Complete any improvements to the Trust Estate required under the Loan Documents, any Leases affecting the Trust Estate or required by a Governmental Authority or insurer insuring the Trust Estate, in a good and workmanlike manner and free of mechanics' liens;

3.4.4 Permit, and cause any lessee or occupant of the Trust Estate to permit, Beneficiary and its agents and representatives to enter upon the Trust Estate at any reasonable time to appraise and photograph the Trust Estate and to inspect for compliance with Legal Requirements (including subsurface investigations to determine compliance with Applicable Environmental Laws), insurance requirements, and the Obligations of Grantor under this Deed of Trust and the other Loan Documents; provided, however, Beneficiary shall not unreasonably interfere with the normal business operations of Grantor or any tenant of Grantor as a result of such entry; and

3.4.5 Make the books and accounts relating to the Trust Estate available for inspection by Beneficiary, or its representatives, upon request at any reasonable time.

3.5 General Restrictions. Until the Obligations are fully satisfied, Grantor shall not, without the prior written consent of Beneficiary being obtained in each instance:

3.5.1 Abandon the Trust Estate or any portion thereof or allow the same to become vacant;

3.5.2 Commit or suffer waste with respect to the Trust Estate;

3.5.3 Impair or diminish the value or integrity of the Trust Estate or the priority or security of the lien of this Deed of Trust;

3.5.4 Remove, demolish or materially alter any of the Trust Estate without the prior written consent of Beneficiary in each instance (which consent shall not be unreasonably withheld), except that Grantor shall have the right to remove and dispose of, free of the lien of this Deed of Trust, such Fixtures as may, from time to time, become worn out or obsolete, provided that, simultaneously with or prior to such removal, any such Fixtures shall be replaced with other Fixtures which shall have a value and utility at least equal to that of the replaced Fixtures and, by such removal and replacement, Grantor shall be deemed to have subjected such replacement Fixtures to the lien and priority of this Deed of Trust;

3.5.5 Make, install or permit to be made or installed, any additions or improvements to the Trust Estate except in a good and workmanlike manner, free of mechanic's or materialman's liens, in compliance with Legal Requirements, and in accordance with plans and specifications approved by Beneficiary; or

3.5.6 Make, suffer or permit any nuisance to exist on the Trust Estate or any portion thereof.

3.6 Required Notices. Grantor shall notify Beneficiary promptly of the occurrence of any of the following:

3.6.1 A fire or other casualty causing material damage to the Trust Estate;

3.6.2 A pending or threatened condemnation of the Trust Estate;

3.6.3 A violation of a Legal Requirement or other notice from or to a Governmental Authority relating to the Trust Estate;

3.6.4 Receipt or giving of any notice of default or cancellation under any Lease of all or a material portion of the Trust Estate;

3.6.5 Commencement of any litigation affecting the Trust Estate;

3.6.6 Discovery, discharge or release of any Hazardous Substance for which Grantor is or may be responsible under any Applicable Environmental Laws (other than the routine use and storage of Permitted Hazardous Substances);

3.6.7 The existence of any event or condition which presents a risk of creating material liability of Grantor under ERISA (Public Law 93-406, as amended);

3.6.8 The occurrence of a default under, or the receipt or giving of any notice under any Permitted Exception; or

3.6.9 Receipt of the filing by or against Grantor of a petition under the Bankruptcy Code.

ARTICLE 4 **TAXES AND INSURANCE**

4.1 Real Estate Taxes and Assessments.

4.1.1 Grantor shall pay when due and before interest or penalties commence to accrue thereon, all taxes, assessments, water and sewer rents, levies, encumbrances and all other charges or claims of any nature and kind, whether public or private, which may be assessed, levied, imposed, suffered, placed or filed at any time against the Trust Estate or any part thereof or which by any present or future law may have priority (either in lien or in distribution out of the proceeds of any sale) over the lien of this Deed of Trust (individually, an "Imposition" and, collectively, "Impositions"); provided, however, nothing in this Deed of Trust shall restrict Grantor from contesting the validity or enforceability of any Imposition imposed or assessed against the Trust Estate so long as such contest is pursued diligently, in good faith and in accordance with all laws, ordinances and/or regulations governing such contest(s) and Article 5 of the Loan Agreement.

4.1.2 Upon Beneficiary's request, Grantor shall produce to Beneficiary official receipts evidencing payment of such Imposition. If Grantor is not in default under this Deed of Trust or any of the other Loan Documents and, in good faith and by appropriate legal action, shall contest the validity or amount of any Imposition, and shall have established a reserve for the payment thereof in such form and amount as Beneficiary may require (including any interest and penalties which may be payable in connection therewith), then Grantor shall not be required to pay the Imposition or to produce the receipts while the reserve is maintained and so long as the contest (a) operates to prevent collection, (b) is maintained and prosecuted with diligence and (c) shall not have been terminated or discontinued adversely to Grantor.

4.2 Taxes on Beneficiary. If any Governmental Authority shall levy, assess or charge any tax, assessment or imposition upon this Deed of Trust or any other Loan Document (including any requirement to have affixed to this Deed of Trust any revenue, documentary or similar stamps) or upon the interest of Beneficiary in the Trust Estate by reason of this Deed of Trust or any other of the other Loan Documents, Grantor shall pay the same directly to such Governmental Authority as an Imposition. If Grantor is not legally permitted to pay such Imposition or to reimburse Beneficiary for amounts advanced on account of such payment, then Beneficiary may declare the entire amount of the Obligations immediately due and payable on demand. Without limiting the foregoing, Grantor shall pay upon demand all fees and taxes imposed by any Governmental Agency in connection with the recording of this Deed of Trust and any amendment or supplement thereto.

4.3 Corporate, Partnership or Limited Liability Company Grantor. If Grantor (or any successor or transferee of Grantor) is a corporation, partnership, limited liability company, or other legally recognized entity, Grantor shall at all times until the Obligations are satisfied in full:

4.3.1 Keep in effect and in good standing its existence and rights as a corporation, partnership, limited liability company, or legally recognized entity as the case may be, under the laws of the state of its incorporation or organization and its right to own property and transact business in the state in which the Real Estate is situated; and

4.3.2 File returns for all federal, state and local taxes with the proper Governmental Authorities, and pay, when due and payable and before interest or penalties are due thereon, all taxes owing by Grantor to any Governmental Authorities.

4.4 Insurance Coverages. Until the Obligations are fully satisfied, Grantor shall maintain and keep in force the following policies of insurance with respect to the Trust Estate:

4.4.1 Insurance against loss or damage to the Trust Estate by fire and any of the risks covered by insurance of the type commonly known as "special form coverage," or its equivalent in an amount not less than the full replacement cost (evidenced by a "Replacement Cost Endorsement") of the Trust Estate;

4.4.2 During the course of any construction or repair of any improvements on the Trust Estate, builder's completed value risk insurance against "all risks of physical loss," including collapse and transit coverage, during construction of such improvements, in non-reporting form;

4.4.3 Boiler and machinery insurance (to the extent the Trust Estate includes items covered by such insurance), in such amounts as are reasonably satisfactory to Beneficiary;

4.4.4 Coverage against sprinkler leakage;

4.4.5 Vandalism and malicious mischief insurance;

4.4.6 Commercial general liability insurance on an "occurrence basis" against claims for personal injury including bodily injury, death or property damage occurring on or about the Real Estate and the adjoining streets, sidewalks and passageways, with minimum protection to a limit of not less than \$5,000,000 (or such higher amounts as are required under any of the other Loan Documents) with respect to personal injury or death to any one or more Persons or damage to the property;

4.4.7 Worker's compensation insurance (including employer's liability insurance) for all employees of Grantor engaged on or with respect to the Trust Estate in such amount as is reasonably satisfactory to Beneficiary, or, if such limits are established by law, in such amounts;

4.4.8 If any part of the Real Estate is now or subsequently located in an area identified by the Federal Emergency Management Agency ("FEMA") as a special flood hazard area in which flood

insurance is available or required under the National Flood Insurance Program, a policy of flood insurance in an amount required by Beneficiary, but in no event less than the amount sufficient to meet the requirements of applicable law and governmental regulation;

4.4.9 Business interruption and/or rental loss coverage for a period equal to the reasonable period of time required to rebuild and restore the Trust Estate upon the occurrence of a substantial destruction; and

4.4.10 Such other insurance, and in such amounts, as may from time to time be required by Beneficiary.

4.5 Policy Requirements. The insurance coverages required above shall be insured under policies: (a) in form satisfactory to Beneficiary; (b) issued by companies licensed by the state where the Property is located, having a general policyholder's rating of A or better and financial rating of Class XII or better, according to the current Best's rating guide, and otherwise satisfactory to Beneficiary; (c) endorsed with a standard mortgagee clause in favor of the Beneficiary providing not less than thirty (30) days' notice to Beneficiary of any cancellation or change in coverage; (d) endorsed to name Beneficiary as additional insured and, subject only to Permitted Exceptions (if any), as loss payee; and (e) not subject to contribution or co-insurance. If Grantor carries insurance coverage of one or more of the types required hereunder with limits higher than the limits required in this Deed of Trust, the full amount of the insurance coverage actually carried by Grantor will be available to respond to a covered loss or occurrence, and the coverage afforded to Beneficiary as loss payee, named insured, or additional insured, as the case may be, under this policy or these policies will not be limited by the minimum coverage limits specified in this Deed of Trust but will be deemed increased to the amounts actually carried by Grantor. Certificates of insurance, addressed to Beneficiary, evidencing such insurance coverage, may be delivered to Beneficiary in lieu of the policies therefor, but only if Grantor provides to Beneficiary copies of such policies. Certificates shall be delivered to Beneficiary on or before the date of this Deed of Trust and, thereafter, at least thirty (30) days before expiration of the existing policies. Without Beneficiary's prior written consent in its sole discretion, Grantor will not name any Person other than Beneficiary as mortgagee and/or loss payee with respect to the Trust Estate, nor may Grantor carry separate or additional insurance coverage covering the Improvements concurrent in form or contributing in the event of loss with that required by this Deed of Trust. If any insurance required under this Deed of Trust is canceled, expires, becomes void or voidable or otherwise becomes unsatisfactory to Beneficiary, Grantor shall place or cause to be placed new insurance on the Trust Estate reasonably satisfactory to Beneficiary. In the event of any loss, Beneficiary may make proof of loss if not made promptly by Grantor. Each insurance company concerned is hereby authorized and directed to make payment under such insurance including return of unearned premiums, directly to Beneficiary instead of to Grantor and Beneficiary jointly, and Grantor appoints Beneficiary, irrevocably, as Grantor's attorney-in-fact to endorse any draft therefor.

4.6 Installments for Insurance, Taxes and Other Charges. Without limiting the effect of the other provisions of this Article, Grantor, if required by Beneficiary following an Event of Default hereunder by Grantor, shall pay to Beneficiary monthly an amount equal to one-twelfth (1/12) of the annual amount of all Impositions and premiums for insurance policies required under this Article plus any additional sums necessary to pay, or establish adequate reserves for the payment of, such premiums and Impositions as and when due. The amounts so paid shall be security for the premiums and Impositions and shall be used in payment thereof if Grantor is not otherwise in default under this or any of the other Loan Documents. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Beneficiary and no interest shall be payable thereon. Notwithstanding Beneficiary's holding of the escrow account, nothing herein shall obligate Beneficiary to pay any insurance premiums or real property taxes with respect to any portion of the Project unless the Event of Default has been cured to the satisfaction of Beneficiary. If the Event of Default has been satisfactorily cured, Beneficiary shall make available to Grantor such funds as may be deposited in the escrow account from time to time for Grantor's payment of insurance premiums or real property taxes due with respect to the Real Estate. Upon the occurrence of an Event of Default under this Deed of Trust or any of the other Loan Documents, Beneficiary shall have the right, at its election, to apply any amount so held against the Obligations. At

Beneficiary's option, Beneficiary from time to time may waive, and after any such waiver may reinstate, the provisions of this section requiring installment payments.

ARTICLE 5
CASUALTY; CONDEMNATION

5.1 Casualty. If the Trust Estate is damaged by fire or other casualty, Grantor shall promptly repair and restore the same to its condition prior to the damage. If, and only for so long as, the following terms and conditions are fully satisfied by Grantor, Beneficiary shall release insurance proceeds for repair and restoration of the Trust Estate; otherwise, and to the extent of any excess proceeds, Beneficiary shall have the right to apply the proceeds toward reduction of the Obligations:

5.1.1 No default under this or any of the other Loan Documents shall have occurred and be continuing uncured;

5.1.2 Grantor shall have delivered evidence satisfactory to Beneficiary that the Trust Estate can be fully repaired and restored within a period of time during which all payments coming due under the Obligations are fully covered by the proceeds of business interruption or rental loss insurance applicable to the loss or damage to the Trust Estate;

5.1.3 No holder of a Permitted Exception has a right to apply insurance proceeds to the obligations secured by such Permitted Exception or, if it does, the holder has waived in writing its right to do so;

5.1.4 No Lease is cancellable by the lessee on account of the casualty or, if it is, lessee has waived in writing its right to cancel;

5.1.5 The work is performed by a reputable general contractor satisfactory to Beneficiary in its reasonable discretion under a fixed price or guaranteed maximum price contract satisfactory to Beneficiary in its reasonable discretion, in accordance with plans and specifications satisfactory to Beneficiary in its reasonable discretion and in compliance with all Legal Requirements, and no work shall commence until waivers of mechanics' liens have been filed by the general contractor and all those claiming by, through, or under the general contractor;

5.1.6 Grantor shall have deposited with Beneficiary for disbursement in connection with the restoration the sum of (i) the applicable deductible under the insurance policies covering the loss and (ii) the amount by which the cost of restoration is estimated by Beneficiary to exceed the insurance proceeds available for restoration;

5.1.7 The insurance proceeds are held by Beneficiary (or an escrow agent satisfactory to Beneficiary) for disbursement periodically as the work progresses in amounts not exceeding 90% of the value of labor and materials incorporated into the restoration. The remaining 10% will be released upon final completion of the work in accordance with the aforesaid plans and specifications, and upon a receipt of a release of liens from all contractors, subcontractors and materialmen engaged in the restoration; and

5.1.8 Grantor has paid as and when due all of Beneficiary's costs and expenses incurred in connection with the collection of insurance proceeds, approval of plans, charges of Beneficiary's inspection representative and such reasonable fee as may be charged by Beneficiary to monitor the restoration and disburse the insurance proceeds.

5.2 Condemnation.

5.2.1 In the event of any condemnation or taking of any part of the Trust Estate by eminent domain, alteration of the grade of any street, or other injury to or decrease in the value of the Trust Estate by any public or quasi-public authority or corporation, all condemnation proceeds (including the award or

agreed compensation for the damages sustained) allocable to Grantor, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit) including reasonable attorney's fees incurred by Beneficiary in connection with the collection of such condemnation proceeds, shall be paid to Beneficiary and applied, at Beneficiary's election, (i) toward restoration of the Trust Estate (in which case the terms and conditions applicable to restoration in the case of casualty shall apply), or (ii) to the Obligations. No settlement for damages sustained shall be made by Grantor without Beneficiary's prior written approval.

5.2.2 If prior to the receipt of the condemnation proceeds by Beneficiary, the Trust Estate shall have been sold on foreclosure of this Deed of Trust, Beneficiary shall have the right to receive the condemnation proceeds to the extent of:

5.2.2.1 the full amount of all such condemnation proceeds if Beneficiary is the successful purchaser at the foreclosure sale, or

5.2.2.2 if anyone other than Beneficiary is the successful purchaser at the foreclosure sale, in addition to the net sale proceeds to be received by Beneficiary in connection with the sale, any deficiency (as hereinafter defined) due to Beneficiary in connection with the foreclosure sale, with legal interest thereon, and reasonable counsel fees, costs and disbursements incurred by Beneficiary in connection with collection of such condemnation proceeds and the establishment of such deficiency. For purposes of this section, the word "deficiency" shall be deemed to mean the difference between (A) the net sale proceeds actually received by Beneficiary as a result of such foreclosure sale less any reasonable costs and expenses incurred by Beneficiary in connection with enforcement of its rights under the Loan Documents, and (B) the aggregate amount of all sums which Beneficiary is entitled to collect under the Loan Documents.

5.2.3 Beneficiary shall have the right to prosecute to final determination, or settlement, an appeal or other appropriate proceedings in the name of Beneficiary or Grantor, for which Beneficiary is hereby appointed as attorney-in-fact for Grantor, which appointment, being for security, is irrevocable. In that event, the expenses of the proceedings, including reasonable counsel fees, shall be paid first out of the condemnation proceeds, and only the excess, if any, paid to Beneficiary shall be applied to the Obligations.

5.2.4 Nothing herein shall limit the rights otherwise available to Beneficiary, at law or in equity, including the right to intervene as a party to any condemnation proceeding.

ARTICLE 6 **DEFAULTS; REMEDIES**

6.1 Right to Make Advances. If Grantor should fail to pay or perform any of its Obligations with respect to the Trust Estate as required under this Deed of Trust, including, without limitation, as set forth in Article 3 and Article 4 of this Deed of Trust, or otherwise fails to pay or perform any of its other Obligations under this or any of the other Loan Documents, then Beneficiary, at its election, shall have the right, but not the obligation, to make any payment or expenditure and to take any action which Grantor should have made or taken or which Beneficiary deems advisable to protect the security of this Deed of Trust or the Trust Estate. Such action shall be without prejudice to any of the Beneficiary's rights or remedies available under this Deed of Trust or any of the other Loan Documents or otherwise at law or in equity. All such sums, as well as costs and expenses, advanced by Beneficiary shall be due immediately from Grantor to Beneficiary, shall become part of the Obligations secured by this Deed of Trust and the other Loan Documents, and shall bear interest (including any judgment obtained on account of any of the Obligations) at the applicable rate provided in the Loan Documents in effect after maturity or default (the "Default Rate") until repayment in full to Beneficiary.

6.2 Events of Default. The occurrence of any one or more of the following events shall, at the election of Beneficiary, constitute an "Event of Default" under this Deed of Trust:

6.2.1 Any default or Event of Default (subject to any applicable cure period) under any of the other Loan Documents;

6.2.2 Failure to pay any sum required to be paid under this Deed of Trust as and when due;

6.2.3 Any breach of warranty or other violation of any provision contained in Article II of this Deed of Trust;

6.2.4 The commencement by any Obligor of any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any state or federal bankruptcy or insolvency law or any dissolution or liquidation proceeding;

6.2.5 Any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any state or federal bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is involuntarily commenced against or in respect of any Obligor, or an order for relief is entered in such proceeding and not dismissed within the period of time, if any, expressly agreed to be permitted by Beneficiary under the Loan Documents;

6.2.6 The occurrence of any Transfer;

6.2.7 Nonperformance of, or noncompliance with, any of the agreements, covenants, conditions, warranties, representations or other provisions contained in this Deed of Trust (if and only to the extent not included in any of the occurrences listed above), which nonperformance or noncompliance is not cured and remedied within fifteen (15) days after notice thereof is given to Grantor; or

6.2.8 The failure of any Obligor to pay, perform or satisfy any of the Obligations of such Obligor when due, or Grantor or any Guarantor fails to pay, perform or satisfy any obligation to Beneficiary or BMW NA, which such failure gives rise to the occurrence of an Event of Default or default after applicable notice and cure period under any instrument or agreement evidencing or governing any of the Obligations or obligations of Grantor or Guarantor to Beneficiary or BMW NA, including, without limitation, the failure of any Obligor or any other Obligor under the Existing Loan Documents to pay, perform or satisfy any of its obligations under the Existing Loan Documents when due and/or the occurrence of an Event of Default or default after applicable notice and cure period under any of the Existing Loan Documents.

6.3 Acceleration Upon Default, Additional Remedies. Upon the occurrence of an Event of Default, Beneficiary may, at its option, declare all indebtedness secured hereby to be immediately due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiary may:

6.3.1 Either in person or by 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, take possession of the Trust Estate, or any part thereof, in its own name or in the name of the Trustee, and do any acts which it deems reasonably necessary to preserve the value, marketability or rentability of the Trust Estate, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less reasonable costs and expenses of operation and collection including, without limitation, reasonable attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The taking of possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Trust Estate or the collection, receipt and application of rents, issues or profits, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

6.3.2 Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

6.3.3 Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Grantor's interest in the Trust Estate to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located; or

6.3.4 Exercise all other rights and remedies provided herein, in any Loan Document or other document or agreement now or hereafter securing all or any portion of the Obligations secured hereby, or by law.

6.4 Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

6.4.1 Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Grantor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Grantor, 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 Trust Estate 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. 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, Grantor, Trustee or Beneficiary may purchase at such sale.

6.4.2 After deducting all costs, fees and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale and reasonable attorneys fees and costs, Trustee shall apply the proceeds of sale in the following priority, to payment of: (i) first, all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate; (ii) second, all other sums then secured hereby; and (iii) the remainder, if any, to the Person or Persons legally entitled thereto.

6.4.3 Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequent notice of 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.

6.5 Public Trustee Foreclosure. Beneficiary may elect to exercise the power of sale herein contained, in which case Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the original Note or, in the event the original note is not available, a corporate bond in lieu thereof as allowed by law, together with all other items required by law. Upon receipt of Beneficiary's Notice of Election and Demand for Sale, Trustee shall record same in the real estate records of the Clerk and Recorder's office of Douglas County, Nebraska within the time allowed by applicable law. Thereafter, Trustee shall publish a notice of sale for the time and in the manner provided by applicable law and shall mail copies of such notice of sale in the manner prescribed by applicable law to Grantor and to the other Persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, at the time and place of sale fixed by it in such notice of sale, Trustee, without demand on Grantor, shall sell the Property, either as a whole, or in separate lots or parcels or items as Beneficiary and/or Trustee, as allowed pursuant to applicable law, deem expedient, and in such order as Beneficiary and/or Trustee, as allowed pursuant to applicable law, may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient certificate or certificates describing the Property and the time

when the purchaser will be entitled to Trustee's deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or deeds shall be prima facie evidence of the truth of the statements made therein. Any Person, including, without limitation, Grantor or Beneficiary, may purchase at such sale and Grantor hereby covenants to warrant and defend the title of such purchaser or purchasers. Subject to the laws of the state within which this Deed of Trust is recorded, Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale.

6.6 Appointment of Receiver. Upon the occurrence of an Event of Default hereunder and at all times thereafter, Beneficiary, as a matter of right and without notice to Grantor or anyone claiming under Grantor, and without regard to the then value of the Trust Estate or the adequacy of any security for the Obligations then secured hereby, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided herein and shall continue as such and exercise all such powers until the later of (i) the date of confirmation of sale of the Trust Estate; (ii) the disbursement of all proceeds of the Trust Estate collected by such receiver and the payment of all expenses incurred in connection therewith; or (iii) the termination of such receivership with the consent of Beneficiary or pursuant to an order of a court of competent jurisdiction.

6.7 Intentionally omitted.

6.8 Intentionally omitted.

6.9 Intentionally omitted.

6.10 Remedies Not Exclusive. Subject to applicable law, Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or Obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Document or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and Obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. 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 or permitted, 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 any of the Loan Documents to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

6.11 Request for Notice. Grantor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in §9.8 of this Deed of Trust.

6.12 Intentionally omitted.

6.13 Intentionally omitted.

6.14 Intentionally omitted.

6.15 Intentionally omitted.

6.16 Other Remedies. Beneficiary may exercise all rights and remedies contained in any other instrument, document, agreement or other writing heretofore, concurrently or in the future executed by Grantor or any other Person in favor of Beneficiary in connection with the Obligations or any part thereof, without prejudice to the right of Beneficiary thereafter to enforce any appropriate remedy against Grantor. Beneficiary shall have the right to pursue all remedies afforded to a mortgagee under applicable law, and shall have the benefit of all of the provisions of such applicable law, including all amendments thereto which may become effective from time to time after the date hereof.

6.17 Rights and Remedies Cumulative.

6.17.1 All rights and remedies of Beneficiary as provided in this Deed of Trust and the other Loan Documents shall be cumulative and concurrent, may be pursued separately, successively or together against Grantor or the Trust Estate, or both, or any other collateral securing the Obligations, at the sole discretion of Beneficiary and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Further, Grantor acknowledges and agrees that the Loan Documents provide for cross default as to the Obligations under and related to the Loan and as to the obligations under and relating to the Existing Loan Documents. Accordingly, all rights and remedies of Beneficiary as provided in this Deed of Trust, the other Loan Documents, and the Existing Loan Documents also shall be cumulative and concurrent, may be pursued separately, successively or together against Grantor or the Trust Estate, or both, or any other Obligor or any other collateral securing same, at the sole discretion of Beneficiary and may be exercised as often as occasion therefor shall rise. The failure to exercise any such remedy as to the cross default provisions shall in no event be construed as a waiver or release thereof.

6.17.2 Any failure by Beneficiary to insist upon strict performance by Grantor of any of the terms and provisions of this Deed of Trust or the other Loan Documents or the Existing Loan Documents shall not be deemed to be a waiver of any of the terms or provisions of this Deed of Trust or the other Loan Documents or the Existing Loan Documents and Beneficiary shall have the right thereafter to insist upon strict performance by Grantor of any and all of them.

ARTICLE 7
CONCERNING THE TRUSTEE

7.1 Trustee's Powers. At any time, or from time to time, without liability therefor and without notice to Grantor, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the personal liability of any Person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (i) reconvey any part of said Trust Estate, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement thereon, (iv) or join in any extension agreement or any agreement subordinating the lien or charge hereof.

7.2 Certain Rights. With the approval of Beneficiary, Trustee shall have the right to select, employ and consult with counsel. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. Trustee shall be entitled to reimbursement for actual, reasonable expenses incurred by it in the performance of its duties. Grantor shall, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and indemnify, defend and save Trustee harmless against, all liability and reasonable expenses which may be incurred by it in the performance of its duties, including those arising from the joint, concurrent, or comparative negligence of Trustee; however, Grantor shall not be liable under such indemnification to the extent such liability or expenses result solely from Trustee's gross negligence or willful misconduct hereunder. Grantor's obligations under this Section 7.2 shall not be reduced or impaired by principles of comparative or contributory negligence.

7.3 Retention of Money. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in

any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder.

7.4 Successor Trustees. If Trustee or any successor Trustee shall resign or become disqualified from acting in the execution of this trust, or Beneficiary shall desire to appoint a substitute Trustee, Beneficiary shall have full power to appoint one or more substitute Trustees and, if preferred, several substitute Trustees in succession who shall succeed to all the estates, rights, powers and duties of Trustee. Such appointment may be executed by any authorized agent of Beneficiary, and as so executed, such appointment shall be conclusively presumed to be executed with authority, valid and sufficient, without further proof of any action.

7.5 Perfection of Appointment. Should any deed, conveyance or instrument of any nature be required from Grantor by any successor Trustee to more fully and certainly vest in and confirm to such successor Trustee such estates, rights, powers and duties, then, upon request by such Trustee, all such deeds, conveyances and instruments shall be made, executed, acknowledged and delivered and shall be caused to be recorded and/or filed by Grantor.

7.6 Trustee Liability. In no event or circumstance shall Trustee or any substitute Trustee hereunder be personally liable under or as a result of this Deed of Trust, either as a result of any action by Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise.

ARTICLE 8 **LOCAL LAW PROVISIONS**

8.1 Intentionally omitted.

ARTICLE 9 **MISCELLANEOUS**

9.1 Beneficiary's Powers. Without affecting the liability of any other Person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security of the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any Person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

9.2 Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Grantor and recorded in the county in which the Trust Estate is located and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any Trustee predecessor, succeed to all title, estate, rights, powers and duties of said predecessor.

9.3 Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid in full, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention, and upon payment by Grantor of Trustee's fees, Trustee shall reconvey to Grantor, or to the Person or Persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the Person or Persons legally entitled thereto."

9.4 Additional Security. No other security now existing, or hereafter taken, to secure the obligations secured hereby shall be impaired or affected by the execution of this Deed of Trust; and all additional

security shall be taken, considered and held as cumulative. The taking of additional security, execution of partial releases of the security, or any extension of the time of payment of the indebtedness shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, surety or endorser for the payment of said indebtedness. In the event Beneficiary at any time holds additional security for any of the Obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently, or after a sale is made hereunder.

9.5 Indemnity. Except to the extent relating to the negligence or willful misconduct of Beneficiary, Grantor shall indemnify, defend and hold Beneficiary and Trustee harmless from and against any claims, expenses, demands, losses, costs, fines or liabilities of any kind (including those involving death, personal injury or property damage and including reasonable attorneys' fees and costs) arising from or in any way related to the failure of Grantor to comply with, or the failure of the Trust Estate to be kept in compliance with, the Legal Requirements, Applicable Environmental Laws, the Leases and the Permitted Exceptions. The indemnification of Grantor under this section shall survive the release or termination of this Deed of Trust and shall remain effective notwithstanding any foreclosure of this Deed of Trust or other execution against the Trust Estate or acceptance of a deed in lieu of foreclosure. Except as set forth in the first sentence of this Section, the indemnification agreement of Grantor under this section is specifically excepted from any limitation of liability provision contained in this or any other Loan Document.

9.6 Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

9.7 Amendments. This Deed of Trust or any provision hereof cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

9.8 Notices. Each notice and communication under this Deed of Trust shall be in writing and shall be given by either hand-delivery, first class mail (postage prepaid), or certified or registered mail, return receipt requested, or reliable overnight commercial courier (charges prepaid), to the following addresses:

To Beneficiary:	BMW Financial Services NA, LLC 5550 Britton Parkway Hilliard, Ohio 43026 Attention: General Manager, Commercial Finance Department
With copy to:	BMW Financial Services NA, LLC 5550 Britton Parkway Hilliard, Ohio 43026 Attention: General Manager, Legal Department
To Grantor:	West Farm RE LLC 4645 South 84th Street Omaha, Nebraska 68127 Attention: Steven M. Hinchcliff
To Trustee:	Old Republic National Title Insurance Company 400 Second Avenue South Minneapolis, Minnesota 55401-2499

Notice by overnight courier shall be deemed to have been given and received on the following Business Day. Notice by mail shall be deemed to have been given and received three (3) calendar days after the date first deposited in the United States Mail. Notice by hand delivery shall be deemed to have been given and received upon delivery. A party may change its address by giving written notice to the other

party as specified herein. No notice to Grantor or Beneficiary shall be deemed ineffective if not received by a party other than Grantor or Beneficiary upon whom a copy of such notice is to be served pursuant to the provisions of this Deed of Trust, as long as the Grantor or Beneficiary, as applicable, received and/or refused notice and the party giving notice used reasonable diligence in its efforts to serve notice upon those other than Grantor or Beneficiary, as applicable, listed above.

9.9 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

9.10 Applicable Law. This Deed of Trust shall be governed by and construed in accordance with the law of Nebraska, without regard to choice of law rules.

9.11 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term of provisions hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust. Nothing contained in this Deed of Trust or in any other Loan Document shall require Grantor to pay, or Beneficiary to accept, interest in an amount which would subject Beneficiary to penalty under applicable law.

9.12 Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Grantor'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.

9.13 Declaration of No Set-Off. Within ten (10) days after requested to do so by Beneficiary, Grantor shall certify to Beneficiary or to any proposed assignee of this Deed of Trust or participant in the Obligations in a writing duly acknowledged, the amount of principal, interest and other charges then owing on the Obligations secured by this Deed of Trust and whether there are set-offs or defenses against them.

9.14 Joint and Several Liability. If Grantor, or any successor or grantee of Grantor, shall be more than one Person, all Obligations of Grantor under this Deed of Trust shall be joint and several and shall bind and affect all Persons who are defined as "Grantor" as fully as though all of them were specifically named herein wherever the word "Grantor" is used.

9.15 Non-Foreign Entity.

9.15.1 Grantor hereby certifies, under penalty of perjury, that: (i) Grantor is not a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder; and (ii) Grantor's principal place of business is set forth in the introduction paragraph of this Deed of Trust.

9.15.2 Grantor warrants that withholding of tax will not be required in the event of any disposition of the Trust Estate, or any portion thereof, pursuant to the terms of this Deed of Trust. Grantor covenants and agrees to execute such further certificates, which shall be signed under penalty of perjury, as Beneficiary shall require. The provisions of this section shall survive the foreclosure or other execution upon the lien of this Deed of Trust or acceptance of a deed in lieu of foreclosure.

9.16 Waiver of Statutory Rights. To the extent permitted by law, Grantor hereby agrees that it shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but hereby waives the benefit of such laws. Grantor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Trust Estate marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Trust Estate sold as an entirety. Grantor hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Deed of Trust on behalf of Grantor and on behalf of each and every Person acquiring any interest in or title to the Trust Estate of any nature whatsoever, subsequent to the date of this Deed of Trust. The foregoing waiver of right of redemption is made pursuant to the provisions of applicable law.

9.17 JUDICIAL PROCEEDINGS. GRANTOR AND BENEFICIARY EACH AGREES THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY GRANTOR AND BENEFICIARY OR ANY SUCCESSOR OR ASSIGN OF EITHER PARTY, ON OR WITH RESPECT TO THIS DEED OF TRUST OR ANY OF THE OTHER LOAN DOCUMENTS OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO, OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. EACH OF GRANTOR AND BENEFICIARY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, EACH OF GRANTOR AND BENEFICIARY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. GRANTOR ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS DEED OF TRUST AND THAT BENEFICIARY WOULD NOT EXTEND CREDIT TO GRANTOR IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS DEED OF TRUST.

9.18 Costs, Expenses and Attorneys' Fees. Whether or not the transactions contemplated by this Deed of Trust and the other Loan Documents are fully consummated, if Beneficiary, or someone on Beneficiary's behalf, retains the services of any attorneys in connection with this Deed of Trust, Grantor shall pay, immediately upon demand, all costs and expenses of Beneficiary, including, but not limited to, reasonable attorneys', paralegals' and experts' fees, costs, disbursements and expenses (a) if Beneficiary finds it necessary or desirable upon an Event of Default (or event which would, with the giving of notice or passage of time, give rise to an Event of Default) to secure the services or advice of one or more attorneys with regard to collection of the Note against Grantor or any other party liable therefor or for the protection of its rights under this Deed of Trust or under any Loan Documents, (b) in any state insolvency, receivership or federal bankruptcy proceeding to which the Grantor is a party, whether prior to or after confirmation of a plan of reorganization, (c) if Beneficiary shall be made a party to or shall intervene in any action or proceeding, whether in court or before any governmental agency or other adjudicative authority, affecting the Real Estate or the title thereto or the interest of Beneficiary under this Deed of Trust, including without limitation any form of condemnation or eminent domain proceeding, and (d) as provided in the Loan Agreement or other Loan Documents. In addition to the foregoing entitlement to attorneys', paralegals' and experts' fees, costs, disbursements and expenses, Beneficiary shall be entitled to its attorneys', paralegals' and experts' fees, costs, disbursements and expenses incurred in any post-judgment proceedings to collect or enforce any judgment or order relating to this Deed of Trust or the other Loan Documents. Until paid, such amounts incurred by Beneficiary shall bear interest at the Default Rate and shall be secured by this Deed of Trust as a further charge and encumbrance upon the Real Estate. Notwithstanding the foregoing, such amounts incurred by Beneficiary in connection with a condemnation or eminent domain proceeding shall accrue interest at the Default Rate if not paid within five (5) Business Days after demand for payment has been made to Grantor. This provision is separate and several and shall survive the merger of this provision into any judgment.

9.19 Controlling Agreement. All agreements between Grantor (and any other party liable for any part of the Obligations) and Beneficiary, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no event whatsoever, whether by reason of acceleration of the maturity of

the Obligations or otherwise, shall the interest contracted for, charged or received by Beneficiary hereunder or otherwise exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever interest would otherwise be payable to Beneficiary in excess of the maximum lawful amount, the interest payable to Beneficiary shall be reduced automatically to the maximum amount permitted under applicable law. If Beneficiary shall ever receive anything of value deemed interest under applicable law which would apart from this provision be in excess of the maximum lawful amount, the amount which would have been excessive interest shall be applied to the reduction of the principal amount owing on the Obligations in inverse order of maturity and not to the payment of interest, or if such amount which would have been excessive interest exceeds the unpaid principal balance of the Obligations, such excess shall be refunded to Grantor, or to the maker of the Note or other evidence of indebtedness if other than Grantor. All interest paid or agreed to be paid to Beneficiary shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term, including any renewal or extension, of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the maximum permitted by applicable law. The terms and provisions of this section shall control and supersede every other provision of all existing and future agreements between Grantor, the maker of the Note or other evidence of indebtedness if other than Grantor, and Beneficiary.

9.20 Headings. The headings of sections have been included in this Deed of Trust for convenience of reference only and shall not be considered in interpreting this Deed of Trust.

9.21 Construction. Whenever used in this Deed of Trust, unless the context clearly indicates a contrary intent:

9.21.1 The word "Grantor" shall mean the Persons who or which execute this Deed of Trust and any subsequent fee owner of the Trust Estate and his or its respective heirs, executors, administrators, personal representatives, successors and assigns;

9.21.2 The word "Beneficiary" shall mean, collectively, all of the entities listed as Beneficiary hereinabove or any subsequent holder of this Deed of Trust or participant in the Loan;

9.21.3 The word "Trustee" shall mean, collectively, all of the entities listed as Trustee hereinabove or any subsequent holder of this Deed of Trust or participant in the Loan;

9.21.4 The word "Person" shall mean individual, corporation, partnership, limited liability company, or unincorporated association;

9.21.5 The use of any gender shall include all genders;

9.21.6 The singular number shall include the plural and the plural shall include the singular as the context may require;

9.21.7 The word "including" shall mean "including but not limited to" or "including without limitation" as the context may require.

9.22 Defined Terms. Capitalized terms and other terms defined in the Loan Agreement and set forth herein without a different definition shall have the meanings ascribed to them in the Loan Agreement.

9.23 Inconsistencies. In the event of any inconsistency between this Deed of Trust and the Loan Agreement, the terms hereof shall be controlling as necessary to create, preserve and/or maintain a valid lien upon and security interest in the Trust Estate, otherwise the provisions of the Loan Agreement shall be controlling.

9.24 Receipt of Copy. Grantor acknowledges receipt of conformed copies of this Deed of Trust and the other Loan Documents.

9.25 Further Assurances. From time to time, as requested by Beneficiary, Grantor shall take such other action and execute and deliver to Beneficiary all other instruments, supplements, further assurances and security or other agreements as may be required or requested by Beneficiary in order to perfect and continue Beneficiary's lien and interest in the Deed of Trust Property. Grantor hereby irrevocably appoints Beneficiary as its agent and attorney in fact to sign all such instruments, supplements, further assurances and security and other agreements. Such appointment is coupled with an interest.

9.26 Counsel; Integration; Miscellaneous. Grantor acknowledges that Grantor has had adequate opportunity to carefully read this Deed of Trust and the other Loan Documents and to consult with an attorney of Grantor's choice prior to signing it. No consent, approval or authorization of or notice to any Person is required in connection with Grantor's execution of and obligations under this Deed of Trust and the other Loan Documents, and Grantor acknowledges its execution and delivery of this Deed of Trust and the other Loan Documents is made voluntarily without any duress or undue influence of any kind. No course of prior dealing, usage of trade, parol or extrinsic evidence of any nature shall be used to supplement, modify or vary any of the terms hereof. This Deed of Trust is intended by the parties to be a fully integrated and final expression of their agreement. This Deed of Trust and the other Loan Documents incorporate all negotiations of the parties and constitute the parties' entire agreement. Grantor acknowledges that it is relying on no written or oral agreement, representation, warranty or understanding of any kind made by Beneficiary or any employee, attorney or agent of Beneficiary except for the agreements of Beneficiary set forth herein and in the Loan Documents.

ARTICLE 10 THIRD PARTY OBLIGATIONS

10.1 Definitions. As used in this Article, "Third Party Secured Obligation" means:

10.1.1 Any Obligation which is required to be performed by any Person other than Grantor; and

10.1.2 If there is more than one Person signing the attached Deed of Trust as Grantor, any Obligation which is required to be performed by some but not all of such Persons or entities.

As used in this Article 10, "Third Party Obligor" means any Person obligated to perform any Third Party Secured Obligation. All other capitalized words are used here as they are defined in this Deed of Trust.

10.2 Rights of Beneficiary. Grantor agrees that Beneficiary may, without notice to Grantor and without limiting Grantor's liability under, or affecting the enforceability of, this Deed of Trust:

10.2.1 grant extensions of time, renewals or other indulgences and modifications to any Third Party Obligor or any other party under the Third Party Secured Obligation loan documents;

10.2.2 change, amend or modify the document evidencing or security the Third Party Secured Obligation;

10.2.3 authorize the sale, exchange, release or subordination of any security or collateral in which Beneficiary has an interest or fail to create, perfect or maintain the priority of any security interest in any such collateral;

10.2.4 take additional security for any obligation in connection with any Third Party Secured Obligation;

10.2.5 discharge or release any party or parties liable under any Third Party Secured Obligation;

10.2.6 accept or make compositions or other arrangements or file or refrain from filing a claim in any bankruptcy proceeding of any Third Party Obligor, any guarantor of any Third Party Secured

Obligation, any pledgor of collateral for any Person's obligations to Beneficiary or any other Person related to any Third Party Secured Obligation;

10.2.7 make other or additional loans to any Third Party Obligor in such amounts and at such times as Beneficiary may determine;

10.2.8 credit payments in such manner and order of priority to principal, interest or other obligations as Beneficiary may determine; and

10.2.9 otherwise deal with any Third Party Obligor, any guarantor of any Third Party Secured Obligation, any pledgor of collateral for any Person's obligations to Beneficiary or any other Person related to the Loan as Beneficiary may determine in its discretion.

10.2.10 Deed of Trust to be Absolute. Grantor expressly agrees that until each Third Party Secured Obligation is paid and performed in full, and each and every term, covenant and condition of this Deed of Trust is fully performed, Grantor shall not be released by or because of:

(A) Any act or event which might otherwise discharge, reduce, limit or modify Grantor's obligations under this Deed of Trust;

(B) Any waiver, extension, modification, forbearance, delay or other act or omission of Beneficiary, or its failure to proceed promptly or otherwise against Third Party Obligor, Grantor or any security;

(C) Any action, omission or circumstance which might increase the likelihood that Grantor may be called upon to perform under this Deed of Trust or which might affect the rights or remedies of Grantor against Third Party Obligor; or

(D) Third Party Obligor becoming insolvent or subject to any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships ("Insolvency Proceeding") and as a result thereof some or all of the Third Party Secured Obligation being terminated, rejected, discharged, modified or abrogated.

10.2.11 Grantor hereby acknowledges that absent this Section 10.2, Grantor might have a defense to the enforcement of this Deed of Trust as a result of one or more of the foregoing acts, omissions, agreements, waivers or matters. Grantor hereby expressly waives and surrenders any defense to any liability under this Deed of Trust based upon any of such acts, omissions, agreements, waivers or matters. It is the express intent of Grantor that Grantor's obligations under this Deed of Trust are and shall be absolute, unconditional and irrevocable.

10.3 Grantor's Waivers. Grantor waives:

10.3.1 All statutes of limitations as a defense to any action or proceeding brought against Grantor by Beneficiary, to the fullest extent permitted by law;

10.3.2 Any right it may have to require Beneficiary to proceed against any Third Party Obligor or any other party, proceed against or exhaust any security held from any Third Party Obligor or any other party, or pursue any other remedy in Beneficiary's power to pursue;

10.3.3 To the extent permitted by applicable law, the benefit of all laws now existing or which may hereafter be enacted providing for any appraisalment, valuation, stay, extension, redemption or moratorium;

10.3.4 All rights of marshalling in the event of foreclosure;

10.3.5 Any defense based on any claim that Grantor's obligations exceed or are more burdensome than those of any Third Party Obligor;

10.3.6 Any defense based on: (a) any legal disability of any Third Party Obligor, (b) any release, discharge, modification, impairment or limitation of the liability of any Third Party Obligor to Beneficiary from any cause, whether consented to by Beneficiary or arising by operation of law or from any Insolvency Proceeding and (c) any rejection, disallowance or disaffirmance of any Third Party Secured Obligation, or any part of it, or any security held for it, in any such Insolvency Proceeding;

10.3.7 Any defense based on any action taken or omitted by Beneficiary in any Insolvency Proceeding involving any Third Party Obligor, including, without limitation, filing, defending, settling or obtaining a judgment or order on any proof of claim or any adversary proceeding, making any election to have Beneficiary's claim allowed as being secured, partially secured or unsecured, including any election under 11 U.S.C. Section 1111(b), seeking relief from the automatic stay or adequate protection, including submitting an appraisal of any security, voting to reject or accept or failing to vote on any reorganization plan, making any extension of credit by Beneficiary to any Third Party Obligor in any Insolvency Proceeding, and the taking and holding by Beneficiary of any security for any such extension of credit, whether or not such security is also security for any Third Party Secured Obligation;

10.3.8 All presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Deed of Trust and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind; and

10.3.9 Any defense based on or arising out of any defense that any Third Party Obligor may have to the payment or performance of any Third Party Secured Obligation or any part of it.

10.4 Waivers of Subrogation and Other Rights and Defenses.

10.4.1 The obligations of Grantor hereunder are independent of the obligations of any Third Party Obligor, and a separate action or actions may be brought against Grantor whether or not action or suit is brought against any Third Party Obligor or any Third Party Obligor is joined in any such action or actions. At the option of Beneficiary, Grantor may be joined in any action or proceeding commenced by Beneficiary against any Third Party Obligor in connection with or based on any Third Party Secured Obligation or any security for such obligation, and recovery may be had against Grantor in such action or proceeding without any requirement that Beneficiary first assert, prosecute or exhaust any remedy or claim against any Third Party Obligor.

10.4.2 Upon a default by any Third Party Obligor, Beneficiary in its sole discretion, without prior notice to or consent of Grantor, may elect to: (a) foreclose either judicially or nonjudicially against any real or personal property security that Beneficiary may hold for any Third Party Secured Obligation other than the Property hereby encumbered, (b) accept a transfer of any such security in lieu of foreclosure, (c) compromise or adjust any Third Party Secured Obligation or any part of it or make any other accommodation with any Third Party Obligor or Grantor, or (d) exercise any other remedy against any Third Party Obligor or any security other than the Property hereby encumbered. With respect to security other than the Property hereby encumbered, no such action by Beneficiary shall release or limit the liability of Grantor, who shall remain liable under this Deed of Trust after the action, even if the effect of the action is to deprive Grantor of any subrogation rights, rights of indemnity, rights of contribution, or other rights to collect reimbursement from any Third Party Obligor for any recovery by Beneficiary against Grantor, whether contractual or arising by operation of law or otherwise. After any foreclosure or deed in lieu of foreclosure of any real or personal property pledged to secure any Third Party Secured Obligation, Grantor shall under no circumstances be deemed to have any right, title, interest or claim in or to such property, whether it is held by Beneficiary or any third party.

10.4.3 Regardless of whether Beneficiary may have recovered against Grantor, Grantor hereby waives: (a) all rights of subrogation, all rights of indemnity, and any other rights to collect reimbursement or contribution from any Third Party Obligor or any other party for any recovery by Beneficiary against

Grantor, whether contractual or arising by operation of law (including the United States Bankruptcy Code or any successor or similar statute) or otherwise (collectively, "Reimbursement Rights"), (b) all rights to enforce any remedy that Beneficiary may have against any Third Party Obligor, and (c) all rights to participate in any security now or later to be held by Beneficiary for any Third Party Secured Obligation. To the extent Grantor's waiver of Reimbursement Rights is found by a court of competent jurisdiction to be void or voidable for any reason, any Reimbursement Rights Grantor may have against any Third Party Obligor or any collateral or security shall be junior and subordinate to any rights Beneficiary may have against any Third Party Obligor and to all right, title and interest Beneficiary may have in any such collateral or security. If any amount should be paid to Grantor on account of any Reimbursement Rights at any time when any Third Party Secured Obligation has not been paid in full, such amount shall be held in trust for Beneficiary and shall immediately be paid over to Beneficiary to be credited and applied against the any Third Party Secured Obligation, whether matured or unmatured, in accordance with the terms of the Loan Documents. The covenants and waivers of Grantor set forth in this subsection 10.5.3 shall be effective until each Third Party Secured Obligation has been paid and performed in full and are made solely for the benefit of Beneficiary

10.4.4 Grantor waives all rights and defenses that Grantor may have because any Third Party Secured Obligation may be secured by real property other than the Property hereby encumbered. This means, among other things:

(A) Beneficiary may collect from Grantor (including enforcing this Deed of Trust against Grantor) without first foreclosing on any real or personal property collateral pledged by any Third Party Obligor.

(B) If Beneficiary forecloses on any real property collateral pledged by any Third Party Obligor:

- (i) The amount of any Third Party Secured Obligation may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.
- (ii) Beneficiary may collect from Grantor (including enforcing this Deed of Trust against Grantor) even if Beneficiary, by foreclosing on the real property collateral pledged by any Third Party Obligor, has destroyed any right Grantor may have to collect from any Third Party Obligor.

This subsection 10.4.4 is an unconditional and irrevocable waiver of any rights and defenses Grantor may have because any Third Party Secured Obligation may be secured by real property other than the Property hereby encumbered.

10.4.5 No provision or waiver in this Article 10 shall be construed as limiting the generality of any other provision or waiver contained in this Deed of Trust.

10.5 Revival and Reinstatement. If Beneficiary is required to pay, return or restore to any Third Party Obligor or any other Person any amounts previously paid on any Third Party Secured Obligation because of any Insolvency Proceeding of any Third Party Obligor, any stop notice or any other reason, the obligations of Grantor shall be reinstated and revived and the rights of Beneficiary shall continue with regard to such amounts, all as though they had never been paid, and this Deed of Trust shall continue to be effective or be reinstated, as the case may be.

10.6 Information Regarding Third Party Obligor. Grantor represents that: (a) Beneficiary has made no representation to Grantor as to the creditworthiness of any Third Party Obligor, and (b) no oral promises, assurances, representations or warranties have been made by or on behalf of Beneficiary to induce Grantor to execute and deliver this Deed of Trust. Grantor has received and approved copies of all other requested Loan Documents. Before signing this Deed of Trust, Grantor investigated the financial

condition and business operations of each Third Party Obligor and such other matters as Grantor deemed appropriate to assure itself of each Third Party Obligor's ability to discharge its obligations in connection with the related Third Party Secured Obligation. Grantor assumes full responsibility for that due diligence and for keeping informed of all matters which may affect each Third Party Obligor's ability to pay and perform its obligations to Beneficiary. Beneficiary has no duty to disclose to Grantor any information which Beneficiary may have or receive about any Third Party Obligor's financial condition or business operations or any other circumstances bearing on any Third Party Obligor's ability to perform.

10.7 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 10 and the terms and conditions of this Deed of Trust, the terms and conditions of this Article 10 shall control and be binding.

[signatures appear on next page]

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the day and year first above written.

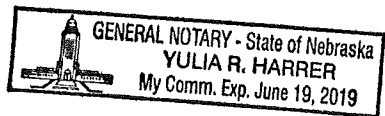
GRANTOR:

WEST FARM RE LLC, a Nebraska limited liability company

By: 
Steven M. Hinchcliff, Sole Manager & President

State of Nebraska)
)
County of Douglas)

The foregoing instrument was acknowledged before me this 10th day of August, 2018, by Steven M. Hinchcliff, the Sole Manager and President of West Farm RE LLC, a Nebraska limited liability company, on behalf of the limited liability company.




Notary Public

Commission Expiration Date: June 19, 2019

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

Lot 2, West Farm Replat 2, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.