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WHEN RECORDED TO BE RETURNED TO:

Jude J. Beller
Baird Holm LLP
1500 Woodmen Tower
1700 Farnam Street
Omaha, NE 68102-2068

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

This DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Deed of Trust"), is made as of January 10, 2013 by BSR-FW, LLC, a Nebraska limited liability company ("Trustor") to JUDE J. BELLER, a member of the Nebraska bar ("Trustee") for the benefit of MUTUAL OF OMAHA BANK ("Beneficiary").

To secure payment and performance of the Secured Obligations (defined below), Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, IN TRUST WITH POWER OF SALE and right of entry and possession, for the benefit of Beneficiary, all of Trustor's estate, right, title and interest now owned or hereafter acquired in and to the following property (such property, or any interest in all or any part of it, together with the Personality (defined below) is collectively, the "Property"):

- (a) The real property located in DOUGLAS COUNTY, NEBRASKA, as described in Exhibit A attached hereto (the "Land"); and
- (b) All buildings, structures and improvements now located or later to be constructed on the Land (the "Improvements"); and
- (c) All existing and future appurtenances, privileges, rights, easements, and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and any other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, and any land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; and
- (d) All rents, income, revenues, issues and profits of or from the Land or the Improvements; and
- (e) All fixtures (as defined in the UCC) (the "Fixtures"); and

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(f) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, the Improvements or the other property described above into cash or liquidated claims, including proceeds of any insurance policies, present and future, payable because of loss sustained to all or any part of any Property, whether or not such insurance policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, the Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; and

(g) All additions and accretions to, substitutions and replacements for, and changes in, any of the property described above.

This Deed of Trust is given for the purpose of securing the following obligations (collectively, the "**Secured Obligations**"):

(i) Payment of all Obligations, including, without limitation, the Notes (as each may be amended, restated, extended, supplemented or otherwise modified in writing from time to time) and all indebtedness, liabilities and obligations of any Person under the other Loan Documents (as each may be amended, restated, extended, supplemented or otherwise modified in writing from time to time); and

(ii) Payment and performance of all obligations of the Trustor under this Deed of Trust; and

(iii) Payment and performance of all future advances and other obligations of Trustor to the Beneficiary, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by the Beneficiary by assignment or otherwise; and

(iv) Payment and performance of all modifications, amendments, extensions, and renewals of any of the matters described in subparagraphs (i), (ii), (iii) above.

ARTICLE I ASSIGNMENT OF TRUSTOR'S INTEREST IN LEASES AND RENTS

Section 1.01. **Absolute Assignment.** Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary (as an absolute assignment and not as an assignment for security only):

(a) All of Trustor's right, title and interest in, to and under any and all leases, licenses and other agreements of any kind relating to the use or occupancy of all or any portion of the Property, whether now in effect or entered into in the future (collectively, the "**Leases**"), including (i) all guarantees of and security for lessees' performance under any and all Leases and (ii) all amendments, extensions, renewals or modifications to any Leases; and

(b) All rents (and payments in lieu of rents), income, profit, payments and revenue at any time payable under any and all Leases, any and all security deposits received or to be received by Trustor pursuant to any and all Leases, and all rights and benefits accrued or to accrue to Trustor under any and all Leases (collectively "**Rents**").

Section 1.02. **Grant of License.** Beneficiary hereby grants to Trustor a license (the "**License**") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 6.01, shall exist and be continuing. If an Event of Default has occurred and is

continuing, Beneficiary shall have the right, in its sole discretion, to terminate the License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

Section 1.03. **Collection and Application of Rents.** Subject to the License granted to Trustor under Section 1.02, Beneficiary has the right, power and authority to collect any and all Rents. Subject to the License granted to Trustor under Section 1.02, Trustor hereby appoints Beneficiary its attorney-in-fact to perform any and all of the following acts, if and at the times when Beneficiary in its sole discretion may so choose: (a) demand, receive and enforce payment of any and all Rents; (b) give receipts, releases and satisfactions for any and all Rents; or (c) sue either in the name of Trustor or in the name of Beneficiary for any and all Rents.

Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Property as permitted under Section 6.02(a). In Beneficiary's sole discretion, it may choose to collect Rents either with or without taking possession of the Property. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary, Trustee and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted herein and in Section 6.02(d).

Section 1.04. **Notice.** All lessees under any and all Leases are hereby irrevocably authorized and notified by Trustor to rely upon and to comply with (and are fully protected in so doing) any notice or demand by Beneficiary for the payment to Beneficiary of any rental or other sums which may at any time become due under the Leases, or for the performance of any of lessees' undertakings under the Leases, and lessees shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder.

Section 1.05. **Proceeds.** Beneficiary has the right to apply all amounts received by it pursuant to this assignment to pay any of the following in such amounts and in such order as Beneficiary deems appropriate: (a) any and all Secured Obligations, together with all costs and attorneys' fees; (b) all expenses of leasing, operating, maintaining and managing the Property, including without limitation, the salaries, fees, commissions and wages of a managing agent and such other employees, agents or independent contractors as Beneficiary deems necessary or desirable; (c) all taxes, charges, claims, assessments, any other liens, and premiums for all insurance Beneficiary deems necessary or desirable; (d) the cost of all alterations, renovations, repairs or replacements, and (e) all other expenses incident to taking and retaining possession of the Property.

Section 1.06. **Beneficiary Not Responsible.** Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land and Improvements, Beneficiary is not and will not be deemed to be (a) a "mortgagee in possession" for any purpose; or (b) responsible for performing any of the obligations of Trustor under any Lease; or (c) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or (d) liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

ARTICLE II GRANT OF SECURITY INTEREST AND FIXTURE FILING

Section 2.01. **Grant of Security Interest.** This Deed of Trust constitutes a security agreement under the UCC. Trustor grants to Beneficiary a security interest in, and pledges and assigns to Beneficiary, all of Trustor's right, title and interest now or hereafter acquired in and to all of the following described personal property (collectively, the "**Personalty**"):

- (a) All Fixtures; and

(b) All equipment located on or used in connection with the Land and the Improvements; and

(c) All rights to the payment of money, accounts deposited by Trustor with third parties (including all utility deposits), contract rights, instruments, architectural and engineering plans, specifications and drawings, and as-built drawings, which arise from or relate to the Land; and

(d) All building materials, equipment or work in process, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; and

(e) All general intangibles and rights relating to the Property, including, without limitation, all permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, the Improvements or the other property described above into cash or liquidated claims, proceeds of any insurance policies, present and future, payable because of loss sustained to all or any part of any Property, whether or not such insurance policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, the Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; and

(f) All substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

Section 2.02. **Fixture Filing; Description of Fixtures.** This Deed of Trust constitutes a fixture filing under Sections 9-501(a)(1) and 9-502(c) of the UCC, as amended or recodified from time to time, and for this purpose, the following information is set forth: (a) the Trustor is the debtor and its address is shown in Section 8.10 below; (b) the Beneficiary is the secured party and its address is shown in Section 8.10 below; (c) this document covers goods which are or are to become Fixtures on the Land described on Exhibit "A" attached hereto; (d) the Trustor (debtor) is the record owner of the Land; and (e) this fixture filing covers proceeds and products of the Fixtures.

ARTICLE III RIGHTS AND DUTIES OF THE PARTIES

Section 3.01. **Representations and Warranties.** Trustor warrants that: (a) Trustor holds good, marketable and indefeasible fee simple title to all of the Land and the Improvements free and clear of all liens, encumbrances and restrictions except for those exceptions shown in the title insurance policy in favor of Beneficiary insuring the lien of this Deed of Trust and any unrecorded leases affecting the Land which Beneficiary has been made aware of; (b) this Deed of Trust creates a first and prior lien on the Property subject to Impositions as defined herein; and (c) Trustor owns any Personalty free and clear of any security agreements, reservations of title or conditional sales contracts and there is no presently effective financing statement affecting such Personalty on file in any public office.

Section 3.02. **Maintenance and Preservation of Property.** Trustor shall keep the Property in good condition and repair, and shall promptly (a) perform all repairs, replacements, and maintenance necessary to preserve its value, (b) complete or restore in good and workmanlike manner any portion of the Property which may be damaged or destroyed, and (c) pay, when due, all claims for labor performed and materials furnished on or to the Land or Improvements, and any and all other claims which could result in a lien on the Property or any part thereof. Trustor shall not commit waste or permit impairment or

deterioration of the Property. Subject to Section 3.05 and Section 3.06 hereof relating to contests, Trustor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Property, any part thereof or the use thereof and shall comply with all covenants, conditions and restrictions filed of record against the Land or the Improvements.

Section 3.03. **Actions Affecting Property.** Borrower shall appear in and contest any action or proceeding purporting to affect the Property or the rights or powers of the Beneficiary or Trustee hereunder, and shall pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Borrower fail to make any payment or do any act as and in the manner provided in any of the Loan Documents, Beneficiary and/or Trustee, each in their own discretion, without obligation to do so and after written notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect their respective interest in and to the Property.

Section 3.04. **Site Visits, Observation and Testing.** Beneficiary and its agents and representatives have the right to enter and visit the Property at any reasonable time for the purposes of observing it, performing appraisals, taking and removing soil or groundwater samples, and conducting tests on any part of it, as provided in the Credit Agreement.

Section 3.05. **Taxes and Assessments.** Trustor shall pay prior to delinquency all taxes, levies, charges and assessments (individually and collectively, an "Imposition"), imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it. Notwithstanding the foregoing provisions of this Section 3.05, Trustor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (a) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest and (b) Trustor shall have posted a bond or furnished such other security as may be reasonably required from time to time by Beneficiary.

Section 3.06. **Liens, Charges and Encumbrances.** Trustor shall not create, incur or suffer to exist any lien, encumbrance or charge on the Property or any part thereof which might or could be held to be superior or inferior to the lien of this Deed of Trust, other than current non-delinquent real estate taxes and assessments and any such lien, encumbrance or charge consented to in writing by Beneficiary. Trustor further agrees (a) to pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest in it, and (b) to immediately discharge any lien on the Property which Beneficiary has not consented to in writing. Notwithstanding the foregoing provisions of this Section 3.06, Trustor may, at its expense, contest in good faith claims for mechanics' and materialmen's liens in accordance with Section 5.02(b) of the Credit Agreement.

Section 3.07. **Maintenance of Insurance; Damage Proceeds.** Trustor, at its sole cost and expense, will maintain or cause to be maintained the insurance policies described Section 5.01(d) of the Credit Agreement (the "Policies"). Trustor hereby absolutely and irrevocably assigns to Beneficiary, and authorizes the payor to pay to Beneficiary (i) all awards, claims and causes of action, arising out of any warranty affecting all or any part of the Property, or for damage or injury to or decrease in value of all or part of the Property or any interest in it; (ii) all proceeds of any Policies payable because of loss sustained to all or part of the Property; and (iii) all interest which may accrue on any of the foregoing.

(a) **Notice of Damage or Destruction; Adjusting Loss.** If the Property or any part thereof shall be damaged or destroyed by fire or other casualty, Trustor will promptly give written notice thereof to the insurance carrier and Beneficiary, and will not adjust any damage or loss which exceeds \$50,000 unless Beneficiary shall have joined in such adjustment; but if there has been no adjustment of any such damage or loss within four months from the date of occurrence thereof and if an Event of Default shall exist at the end of

such four-month period or at any time thereafter, Beneficiary may alone make proof of loss, adjust and compromise any claim under the Policies and appear in and prosecute any action arising from such Policies. In connection therewith, Trustor does hereby irrevocably authorize, empower and appoint Beneficiary as attorney-in-fact for Trustor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of Trustor.

(b) Application of Insurance Proceeds. All sums in excess of \$50,000 paid under any Policies relating to all or any portion of the Property (hereinafter collectively referred to as "**Proceeds**"), shall be paid to Beneficiary which may, at its option (but subject to the provisions of this paragraph set forth below), apply them (after first deducting Beneficiary's expenses referred to in Section 3.07(d) below) to the payment of the Secured Obligations, whether or not due and in such order of application as Beneficiary may determine, or to the repair, replacement, rebuilding or restoration of the Property, in such manner as Beneficiary may determine. Notwithstanding the foregoing provisions of this paragraph, Beneficiary shall make all Proceeds (after first deducting therefrom Beneficiary's expenses referred to in Section 3.07(d) below) available to Trustor to reimburse Trustor for its reasonable costs of restoration, repair, replacement or rebuilding of the Improvements, in accordance with any procedures reasonably required by Beneficiary (and shall not be applied toward the payment of the Secured Obligations until after restoration and repair of the Improvements) provided each of the following conditions shall be met:

- (i) There shall at the time of the casualty and at all times thereafter have occurred no Event of Default or event which with notice, the passage of time, or both, could become an Event of Default;
- (ii) Trustor shall notify Beneficiary of Trustor's intention to perform such restoration or repair within thirty (30) days of the adjusting of the loss or casualty;
- (iii) Beneficiary shall receive evidence reasonably satisfactory to Beneficiary that the Improvements have been fully restored or that by application of the Proceeds will be fully restored to their condition prior to the damage or destruction (or as otherwise reasonably approved by Beneficiary), free and clear of all liens other than the encumbrances approved by Beneficiary, except as otherwise expressly permitted herein;
- (iv) If, in the reasonable judgment of Beneficiary, the Proceeds shall be insufficient to restore the Improvements to their condition prior to the damage or destruction (or as otherwise reasonably approved by Beneficiary), Trustor shall demonstrate to Beneficiary the availability of funds which, together with the Proceeds, shall be sufficient to restore the Improvements to their condition prior to the damage or destruction (or as otherwise reasonably approved by Beneficiary); and
- (v) There shall, in the reasonable judgment of Beneficiary, remain sufficient time to complete the restoration or repair of the Improvements prior to the maturity date of the Loan Obligations as set forth in the Credit Agreement.

At Beneficiary's option, any Proceeds remaining after reimbursing Trustor for the cost of restoring the Improvements may be applied to partial prepayment of the Loan Obligations; provided, however, that such application shall be without any prepayment premium or penalty otherwise applicable and shall not extend or postpone the due dates of the monthly installments payable under the Credit Agreement or change the amount of such installments. Any remaining proceeds not applied to the Loan Obligations shall be paid to Trustor.

(d) Reimbursement of Beneficiary's Expenses. Trustor shall promptly reimburse Beneficiary upon demand for all of Beneficiary's expenses incurred in connection with the collection of the Proceeds, including but not limited to reasonable attorneys' fees and expenses. All such expenses, together

with interest from the date of demand for payment at the Default Rate, shall be additional amounts secured by this Deed of Trust.

Section 3.08. **Condemnation.** Should the Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding or in any other manner including a deed in lieu of condemnation, or should Trustor receive any notice or other information regarding any such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor not exceeding the amount then due or to be due under any of the Loan Documents. Beneficiary shall be entitled, at its sole option, to commence, appear in and prosecute in its own name any such action or proceedings. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (not exceeding the amount then due to Beneficiary pursuant to the Loan Documents) are hereby assigned to Beneficiary and Trustor shall execute such further assignments of such proceeds as Beneficiary or Trustee may require.

Section 3.09. **Due on Sale and Due on Encumbrance.** Without Beneficiary's prior written consent, Trustor shall not (a) sell, transfer, assign, lease or convey, whether voluntarily, involuntarily or by operation of law, the Property or any part thereof or any interest in the therein (including, but not limited to, by an option to sell, a sale or transfer by deed or by land contract or by contract for deed, but specifically excluding any sale of a portion of the Property contemplated by and made in accordance with the Credit Agreement) or in the Borrower, including, without limitation any economic or beneficial interests; (b) divest the title to the Property or any interest therein; or (c) encumber, pledge, or mortgage all or any part of the Property or any interest therein or any ownership interest in Borrower. In the event of a violation of the provisions of this Section 3.09, Beneficiary may, at its option, accelerate payment of all Obligations and declare all the sums secured by this Deed of Trust to be immediately due and payable.

Notwithstanding the foregoing, Beneficiary will permit transfer of member interests in Trustor, if such transfer (i) results from the death of a member, (ii) is made among the present members of such Trustor or (iii) is made to immediate family members (spouses and children) or family trusts solely for the benefit of such family members for bona fide estate planning purposes, subject to the satisfaction of the following conditions:

A. Except for the death of a person holding an ownership interest as of the date of this Deed of Trust, thirty (30) days prior written notice of such proposed transfers provided to Beneficiary, together with:

- (1) a description of the proposed sale or transfer, including a description of the nature and amounts of member or manager interests proposed to be sold or transferred and a description of who owns the remainder not being transferred;
- (2) documentation relating to the proposed transferee as required by Beneficiary in its reasonable discretion including, without limitation, organizational documents, certificates of existence and final ownership allocation;
- (3) copies of the transfer documents pursuant to which the proposed transfer is to be effected; and
- (4) any additional information reasonably requested by Beneficiary regarding the proposed transfer and/or transferee.

B. Any such proposed sale or transfer shall not be permitted to any party who or which on the date of the proposed transfer is in bankruptcy, insolvency, reorganization or any other similar court or administrative proceeding;

C. The transfer will not result in a change of control of Trustor, either directly or indirectly;

D. No Event of Default shall exist under the Loan Documents on the date of such proposed sale or transfer and no event or condition shall have occurred or be in existence as of such date which, with the passage of time, the giving of notice, or both, would constitute an Event of Default under any of the Loan Documents; and

E. The proposed transferee (and/or the shareholders, general or limited partners, members and managers of any corporation, general partnership, limited partnership or limited liability company transferee) shall assume the indebtedness evidenced by the Notes and the obligations arising under this Deed of Trust and other Loan Documents and/or guarantee the payment and performance of the Notes, Deed of Trust and other Loan Documents, as Beneficiary shall so require.

ARTICLE IV RIGHTS OF TRUSTEE AND BENEFICIARY

Section 4.01. **Releases, Extensions, Modifications and Additional Security.** From time to time, Beneficiary may perform any of the following acts without incurring any liability, impairing the security of this Deed of Trust, or giving notice to any Person: (i) release any Person liable for payment of any Secured Obligation; (ii) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or (iv) alter, substitute or release any property securing the Secured Obligations.

Section 4.02. **Substitution of Trustee.** From time to time, Beneficiary may substitute a successor to any Trustee named in or acting under this Deed of Trust by a written instrument executed and acknowledged by Beneficiary and recorded in the office(s) of the recorder(s) of the county or counties where the Land and Improvements are situated. Any such instrument is conclusive proof of the proper substitution of the successor Trustee, who will automatically upon recordation of the instrument succeed to all estate, title, rights, powers and duties of the predecessor Trustee.

Section 4.03. **Acts of Trustee.** When requested to do so by Beneficiary in writing, Trustee may perform any of the following acts without incurring any liability or giving notice to any Person: (i) consent to the making of any plat or map of the Property or any part of it; (ii) join in granting any easement or creating any restriction affecting the Property; or (iii) join in any subordination or other agreement affecting this Deed of Trust or the lien of it.

Section 4.04. **No Release.** If either Beneficiary or Trustee performs any act which it is empowered or authorized to perform under this Deed of Trust, including any act permitted by Section 4.01, Section 4.02 or Section 4.03 above, that act alone does not release or change the personal liability of any Person for the payment and performance of the Secured Obligations then outstanding, or the lien of this Deed of Trust on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations.

ARTICLE V COMPENSATION, EXCULPATION, INDEMNIFICATION

Section 5.01. **Compensation.** Trustor agrees to (a) pay the reasonable fees charged by Beneficiary and Trustee for any services that Beneficiary or Trustee may render in connection with this Deed of Trust, including Beneficiary's providing a statement of the Secured Obligations or Trustee's execution of a reconveyance, (b) pay or reimburse all of Beneficiary's and Trustee's reasonable costs and expenses incurred in rendering any such services, (c) pay or reimburse Beneficiary for all costs, expenses and other advances reasonably incurred or made by Beneficiary or Trustee in performing any

of Trustor's obligations under this Deed of Trust or in any efforts to enforce any terms of this Deed of Trust, including any rights or remedies afforded to Beneficiary or Trustee or both of them under Section 6.02, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this Deed of Trust, including reasonable attorneys' fees and other legal costs, costs of any foreclosure sale and any cost of evidence of title. If Beneficiary chooses to dispose of the Property through more than one foreclosure sale, Trustor shall pay all costs, expenses or other advances that may be incurred or made by Trustee or Beneficiary in each of those foreclosure sales.

Section 5.02. **Exculpation.** Beneficiary is not directly or indirectly liable to Trustor or any other Person as a consequence of (a) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to it in this Deed of Trust; (b) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; or (c) any loss sustained by Trustor or any third party resulting from Beneficiary's failure to lease the Property, or from any other act or omission of Beneficiary in managing the Property after an Event of Default, unless any loss, damage or liability suffered by Trustor arising from any action of Beneficiary under (a) through (c) above is caused by the willful misconduct or gross negligence and bad faith of Beneficiary.

EXCEPT AS EXPRESSLY STATED ABOVE, TRUSTOR HEREBY EXPRESSLY WAIVES AND RELEASES ALL LIABILITY OF THE TYPES DESCRIBED ABOVE, AND AGREES THAT NO SUCH LIABILITY BE ASSERTED AGAINST OR IMPOSED UPON BENEFICIARY.

Section 5.03. **Indemnification.** Except with regard to actions identified under Section 5.02 above arising from the willful misconduct or gross negligence and bad faith of Beneficiary, Trustor agrees to indemnify Trustee and Beneficiary against and hold them harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which either may suffer or incur (a) in performing any act required or permitted by this Deed of Trust or any of the other Loan Documents or by law; (b) because of any failure of Trustor to perform any of the Secured Obligations; or (c) because of any alleged obligation of or undertaking by Beneficiary to perform or discharge any of the representations, warranties, conditions, covenants or other obligations in any document relating to the Property other than the Loan Documents.

THIS AGREEMENT BY TRUSTOR TO INDEMNIFY TRUSTEE AND BENEFICIARY SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE AND/OR RECONVEYANCE OF THIS DEED OF TRUST.

Trustor shall pay all obligations to pay money arising under this Article V immediately upon demand by Trustee or Beneficiary. Each such obligation shall be added to, and considered to be part of, the principal of the Note, and bears interest from the date the obligation arises at the Applicable Rate or the Default Rate, whichever is in effect.

ARTICLE VI EVENTS OF DEFAULT; REMEDIES

Section 6.01. **Events of Default.** The occurrence of any one or more of the following events is an "Event of Default" under this Deed of Trust:

(a) An Event of Default under the Credit Agreement, any of the Notes or any other Loan Document; or

(b) Trustor makes or permits the occurrence of transfer or encumbrance in violation of Section 3.09 hereof; or

(c) Any representation or warranty made or given by Trustor in this Deed of Trust proves to be false or misleading in any material respect; or

(d) Trustor fails to perform any obligation, term or provision arising under this Deed of Trust, other than as provided in clauses (a), (b) and (c) of this Section 6.01, and does not cure that failure within thirty (30) days after written notice from Beneficiary or Trustee, or, if the Default cannot be cured in thirty (30) days, within a reasonable time but not to exceed sixty (60) days after such written notice.

Section 6.02. **Remedies.** Upon the occurrence of an Event of Default, interest may accrue on the Secured Obligations at the Default Rate in accordance with Section 2.04 of the Credit Agreement; the entire Secured Obligations shall become immediately due and payable at the option of the Beneficiary, without further notice or demand; and, in addition, irrespective of whether Beneficiary exercises said option, it may exercise any and all rights and remedies available to a mortgagee or secured party at law or in equity, including but not limited to the following:

(a) Beneficiary may enter upon, take immediate possession of, manage, and operate the Property or any part thereof; make repairs and alterations and do any acts which Beneficiary deems reasonably proper and necessary or advisable to protect the security hereof, including but not limited to those granted Beneficiary pursuant to the other Loan Documents; and either with or without taking possession, in its own name, sue for or otherwise collect and receive Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees and the Beneficiary's costs, upon the Secured Obligations and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and make available to Beneficiary at the Land any of the Personalty which has been removed therefrom. The entering upon and taking possession of the Property, the collection of any Rents, and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Beneficiary's continuance in possession or receipt and application of Rents, Beneficiary may exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of an Event of Default. Any of the actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary is so entitled without regard to the adequacy of any security for the Secured Obligations.

(b) Beneficiary shall, without regard to the adequacy of any security for the Loan Obligations, be entitled to the immediate ex parte appointment of a receiver by any court having jurisdiction, without notice, to take possession of and protect the Property and operate the same and collect the Rents therefrom.

(c) Beneficiary may elect to dispose, or cause the Trustee to dispose of any of the Personalty in any manner now or hereafter permitted by Article 9 of the UCC or in accordance with any other remedy provided by law. Any such disposition may be either public or private as Trustee or Beneficiary may so elect, subject to the provisions of the UCC. Trustee or Beneficiary shall give Trustor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time at or after which any private sale or any other intended disposition is made. Trustor agrees that such ten (10) day notice constitutes reasonable notice of such sale.

(d) Beneficiary may authorize the Trustee to exercise the power of sale granted herein and thereafter Trustee shall foreclose this Deed of Trust in accordance with the Nebraska Trust Deeds Act (as the same may be amended from time to time).

(e) This instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of an Event of Default Beneficiary may elect to foreclose this Deed of Trust as to any of the Property in any manner permitted by the laws of the State of Nebraska, and any foreclosure suit may be brought by the Trustee or by the Beneficiary.

The Beneficiary shall have the right to become the purchaser at any sale held by Trustee or by any receiver or public officer, and Beneficiary shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Secured Obligations owing to Beneficiary, or if Beneficiary holds less than all of such indebtedness the pro rata part thereof owing to Beneficiary, accounting to all other beneficiaries or noteholders not joining in such bid in cash for the portion of such bid or bids apportionable to such nonbidding beneficiary or noteholder. Trustor has no right to purchase the Property or any portion thereof at any sale.

Section 6.03. **Application of Proceeds.** The proceeds of any sale or disposition hereunder, together with any other sums which then may be held by Trustee or Beneficiary under this Deed of Trust, whether under the provisions of this paragraph, or otherwise, shall be applied as follows: FIRST, to the expenses of such sale or disposition together with Trustee's fees and reasonable attorneys' fees and expenses, Beneficiary's costs and the actual cost of publishing, recording, mailing and posting notice; SECOND, to the cost of any search or other evidence of title procured in connection therewith, if applicable, and recordation and transfer taxes and other charges, if any, on any release or deed of reconveyance; THIRD, to the payment of all Secured Obligations and all other sums due Beneficiary from Trustor; FOURTH, to all other sums secured hereby; and the remainder, if any, to the person or persons legally entitled thereto in the order of their priority.

Section 6.04. **Remedies Not Exclusive.** Trustee and Beneficiary shall each be entitled to enforce payment and performance of any Secured Obligations and to exercise all rights and powers under this Deed of Trust, under the Credit Agreement, under any of the Loan Documents, or under any other agreement or any laws now or hereafter in force; notwithstanding some or all of such Secured Obligations 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, by court action or pursuant to the power of sale or other powers contained in this Deed of Trust, 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 Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy in this Deed of Trust or by law provided or permitted, but each (a) shall be cumulative and shall be in addition to every other remedy given in this Deed of Trust or now or hereafter existing at law or in equity or by statute and (b) 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. Nothing in this Deed of Trust shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

Section 6.05. **Waiver of Marshalling and Consent to Receiver.** Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself. Trustor hereby consents to the Trustee's or Beneficiary's application for, and the appointment of, a receiver, trustee, liquidator or conservator of the Property, without notice to Trustor and without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Trustor.

ARTICLE VII RECONVEYANCE

When all of the Secured Obligations have been paid and performed in full, Beneficiary shall request Trustee in writing to reconvey the Property. When Trustee receives Beneficiary's written request for reconveyance and all fees and other sums owing to it by Trustor under Section 5.01, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. Neither Beneficiary nor Trustee have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.01. **Defined Terms.** Capitalized terms used in this Deed of Trust without definition have the meanings given them in that certain Credit Agreement dated as of the date hereof, by Trustor as "Borrower" and Beneficiary as "Bank" (the "**Credit Agreement**"). The Credit Agreement and the other Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Deed of Trust. The Loan Documents also grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Deed of Trust and to the Property.

Section 8.02. **Interpretation.** Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "**include(s)**" means "include(s), without limitation", and the word "**including**" means "including, but not limited to". No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust.

Section 8.03. **Severability.** If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare all Secured Obligations immediately due and payable.

Section 8.04. **Successors in Interest.** The terms, covenants and conditions of this Deed of Trust are binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Section does not waive the provisions of Section 3.09.

Section 8.05. **Joint and Several Liability.** If Trustor consists of more than one person, each is jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

Section 8.06. **Applicable Law; Counterparts.** This Deed of Trust is governed by Nebraska law. This Deed of Trust may be executed in one or more counterparts, each of which is, for all purposes deemed an original and all such counterparts taken together, constitute one and the same instrument.

Section 8.07. **No Waiver or Cure.** Each waiver by Trustor, Beneficiary or Trustee must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Trustor, Beneficiary or Trustee to take action on account of any default of another party. Consent by Trustor, Beneficiary or Trustee to any act or omission by another party must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Trustor's, Beneficiary's or Trustee's consent (as and if applicable) to be obtained in any future or other instance.

Section 8.08. **Merger.** No merger occurs as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

Section 8.09. **Notice of Default.** Trustor hereby requests a copy of any notice of default and any notice of sale hereunder or under any other deed of trust recorded against the Property be mailed to Trustor at Trustor's address set forth in Section 8.10 of this Deed of Trust. While hereby expressly reserving the priority of this Deed of Trust as established by law, Trustee and Beneficiary hereunder request that a copy of any notice of default and any notice of sale under any deed of trust recorded against the Property either prior to, or subsequent to the date this Deed of Trust is recorded, be mailed to each at the addresses set forth in Section 8.10 of this Deed of Trust.

Section 8.10. **Notices.** Unless otherwise expressly provided herein, all notices, certificates, requests, demands and other communications provided for hereunder shall be in writing and shall be mailed, faxed or delivered to the address set forth in this Section 8.10. All such notices and other communications shall be deemed to be given or made upon the earlier to occur of (i) actual receipt by the intended recipient and (ii) (A) if delivered by hand or by courier, upon delivery; and (B) if delivered by mail, four (4) Business Days after deposit in the mails, postage prepaid; provided, however, that notices and other communications to Beneficiary shall not be effective until actually received by Beneficiary.

Address Where Notices to Trustor Are to be Sent:

BSR-FW, LLC
c/o Pacesetter Homes, Inc.
7002 South 131st Avenue
Omaha, NE 68138
Attn: Manager

With a Copy to:

John M. Prososki
Croker, Huck, Kasher, DeWitt, Anderson & Gonderinger, L.L.C.
2120 South 72nd Street, Suite 1200
Omaha, NE 68124

Address Where Notices to Trustee Are to be Sent:

Jude J. Beller
Baird Holm LLP
1500 Woodmen Tower
1700 Farnam St
Omaha, NE 68102

Address Where Notices to Beneficiary Are to be Sent:

Mutual of Omaha Bank
17041 Lakeside Hills Plz
Omaha, NE 68130
Mail Code BNE-10300
Attn: Craig Lefler

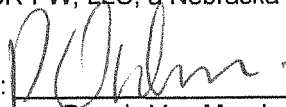
Section 8.11. **Time of the Essence.** Time is of the essence for all Trustor's obligations hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first above written.

TRUSTOR:

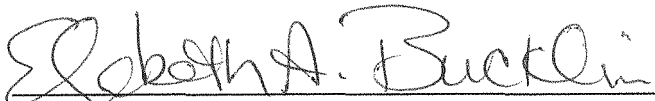
BSR-FW, LLC, a Nebraska limited liability company

By: 
Dennis Van Moorleghem, its Manager

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of January, 2013 ~~December, 2012~~; by Dennis Van Moorleghem, the Manager of BSR-FW, LLC, a Nebraska limited liability company, on behalf of the company.




Notary Public

NW SE SE SW
SW SE NE SW

Exhibit "A"

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 7, AND ALSO THE SW1/4 OF SECTION 7, ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW1/4 OF SECTION 7, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID SE1/4 OF SECTION 7; THENCE S87°14'05"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID SW1/4 OF SECTION 7, A DISTANCE OF 1234.00 FEET; THENCE N01°57'41"W, A DISTANCE OF 2647.99 FEET TO A POINT ON THE NORTH LINE OF SAID SW1/4 OF SECTION 7; THENCE N87°14'48"E ALONG SAID NORTH LINE OF THE SW1/4 OF SECTION 7, A DISTANCE OF 1234.00 FEET TO THE NORTHEAST CORNER OF SAID SW1/4 OF SECTION 7, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SE1/4 OF SECTION 7; THENCE N87°14'41"E ALONG SAID NORTH LINE OF THE SE1/4 OF SECTION 7, A DISTANCE OF 560.03 FEET TO THE NORTHWEST CORNER OF LOT 121, FALLING WATERS, A SUBDIVISION LOCATED IN SAID SE1/4 OF SECTION 7; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID FALLING WATERS ON THE FOLLOWING DESCRIBED COURSES; THENCE S02°51'39"E, A DISTANCE OF 163.55 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 175.50 FEET, A DISTANCE OF 48.16 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S79°16'38"W, A DISTANCE OF 48.01 FEET; THENCE S02°51'39"E, A DISTANCE OF 663.28 FEET; THENCE S80°41'01"W, A DISTANCE OF 408.78 FEET; THENCE S09°18'59"E, A DISTANCE OF 190.00 FEET; THENCE N80°41'01"E, A DISTANCE OF 18.51 FEET; THENCE S09°18'59"E, A DISTANCE OF 171.70 FEET; THENCE S24°12'20"E, A DISTANCE OF 112.39 FEET; THENCE S36°57'50"E, A DISTANCE OF 76.99 FEET; THENCE S45°38'14"W, A DISTANCE OF 135.00 FEET; THENCE S44°28'39"W, A DISTANCE OF 50.01 FEET; THENCE S37°07'35"W, A DISTANCE OF 164.45 FEET; THENCE S50°53'25"E, A DISTANCE OF 105.90 FEET; THENCE S57°38'30"E, A DISTANCE OF 80.16 FEET; THENCE S59°07'17"E, A DISTANCE OF 66.54 FEET; THENCE S61°19'25"E, A DISTANCE OF 85.77 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 198TH STREET, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF LOT 159, SAID FALLING WATERS; THENCE S58°23'23"E

ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF 198TH STREET, A DISTANCE OF 64.57 FEET TO THE SOUTHWESTERLY CORNER OF LOT 160, SAID FALLING WATERS; THENCE S58°09'16"E ALONG THE SOUTHERLY LINE OF SAID LOT 160, FALLING WATERS, A DISTANCE OF 132.34 FEET TO THE SOUTHERLY CORNER OF SAID LOT 160, FALLING WATERS; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID FALLING WATERS ON THE FOLLOWING DESCRIBED COURSES; THENCE N36°09'07"E, A DISTANCE OF 596.50 FEET; THENCE N72°42'22"E, A DISTANCE OF 38.37 FEET; THENCE N87°15'05"E, A DISTANCE OF 407.74 FEET; THENCE S02°44'55"E, A DISTANCE OF 138.09 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 195TH STREET, SAID POINT ALSO BEING THE SOUTHERLY CORNER OF OUTLOT "C", SAID FALLING WATERS; THENCE S55°09'59"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 195TH STREET, A DISTANCE OF 80.00 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 310.00 FEET, A DISTANCE OF 321.58 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S05°06'57"W, A DISTANCE OF 307.35 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 340.00 FEET, A DISTANCE OF 129.52 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S13°41'19"E, A DISTANCE OF 128.74 FEET; THENCE S02°46'30"E, A DISTANCE OF 537.59 FEET TO A POINT ON THE SOUTH LINE OF SAID SE1/4 OF SECTION 7; THENCE S87°13'30"W ALONG SAID SOUTH LINE OF THE SE1/4 OF SECTION 7, A DISTANCE OF 1346.27 FEET TO THE POINT OF BEGINNING, EXCEPT COUNTY ROAD RIGHT OF WAY ON THE SOUTH 50 FEET.