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JUL 11 2016 14:33 P 18

Fee amount: 112.00
FB: 01-60000
COMP: BW

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
07/11/2016 14:33:08.00



2016054387

RETURN TO:
DRI Title & Escrow
13057 W. Center Rd., Ste #1
Omaha, NE 68144

(Space Above This Line for Recording Data)

AFTER RECORDING, RETURN TO: William T. Foley, Erickson | Sederstrom, P.C., 10330 Regency Parkway Drive, Suite 100, Omaha, NE 68114

SECURITY AGREEMENT, DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST IS A SECURITY AGREEMENT AND SECURES AN OBLIGATION WHICH THE TRUSTOR INCURRED FOR THE PURPOSE OF REFINANCING CERTAIN LOANS AGAINST THE REAL ESTATE DESCRIBED HEREIN IN WHICH THE SECURITY INTEREST IS GIVEN.

THIS SECURITY AGREEMENT, DEED OF TRUST AND ASSIGNMENT OF RENTS (this "Deed of Trust") made effective this 8th day of July 2016, among **121 COURT, LLC**, a Nebraska limited liability company ("Borrower"), and **11616 "I" STREET LLC**, a Nebraska limited liability company, both with its principal place of business at 11616 I Street, Omaha, NE 68137 (collectively, "**Trustor**"); **GREAT WESTERN BANK** ("**Trustee**"); and **GREAT WESTERN BANK**, a South Dakota banking corporation authorized to do business in the State of Nebraska with its principal place of business at 9290 West Dodge Road, Omaha, NE 68114 ("**Beneficiary**").

WITNESSETH:

That Trustors irrevocably grant, transfer, and assign to TRUSTEE IN TRUST, WITH POWER OF SALE, the real estate located in Douglas County, Nebraska as legally described on the attached **Exhibit "A"** incorporated herein and made a part hereof by this reference (the "Real Estate") together with all interest which Trustors now have or may hereafter acquire in or to said Real Estate and in and to: (a) all easements and rights of way appurtenant thereto and all of the estate, right, title, interest, claim and demand whatsoever of Trustors in the Real Estate, either at law or in equity, now or hereafter acquired; (b) all structures, buildings, and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "Improvements"); (c) all machinery, appliances, apparatus, equipment, and fixtures now or hereafter located in, upon, or under the Real Estate or the Improvements, or any part thereof, and

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used or usable in connection with any present or future operation thereof, and all additions thereto and replacements therefore; (d) all articles of personal property and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, including, without limitation, all furniture and furnishings, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Real Estate or the Improvements, or any portion thereof, and owned by the Trustors or in which Trustors now have or hereafter acquire an interest; (e) all of the rents, royalties, issues, and profits of the Real Estate and the Improvements, or arising from the use or enjoyment of all or any portion thereof or from any lease, license, concession, occupancy agreement, or other agreement pertaining thereto, and all right, title, and interest of Trustors in and to all leases, licenses and occupancy agreements related to the Real Estate or the Improvements now or hereafter entered into and all right, title and interest of Trustors thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by tenants, lessees, or licensees, as applicable, of their obligations thereunder; (f) all building materials and supplies now or hereafter placed on the Real Estate or in the Improvements; (g) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and (h) all other or greater rights and interests of every nature in the Real Estate and the Improvements and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Trustors. The property so conveyed hereunder is hereinafter referred to as the "Property."

FOR THE PURPOSE OF SECURING:

A. Payment of the aggregate principal sum of Fifteen Million Two Hundred Fifty Thousand and 00/100 Dollars (\$15,250,000.00), evidenced by those certain Promissory Notes dated of even date herewith, issued by Trustor to Beneficiary in the face amounts of Twelve Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$12,750,000.00) and Two Million Five Hundred Thousand and 00/100 Dollars (\$2,500,000) (the "Note").

B. Payment of late charges, prepayment charges, and charges calculated on the same basis as prepayment charges upon acceleration of the indebtedness secured hereby.

C. Performance, discharge of and compliance with every obligation, covenant, and agreement of Trustors incorporated by reference or contained herein, or contained in that certain Loan Agreement of even date herewith by and among Borrower and Beneficiary, any separate Assignment of Rents and Leases and any other instrument now or hereafter evidencing or securing the indebtedness evidenced by the Note and all other Loan Documents entered into pursuant to the Loan Agreement (all of which are collectively hereinafter called the "Security Documents").

D. Payment of all fees and charges of Beneficiary set forth herein.

E. Payment of future advances deemed necessary or desirable by Beneficiary to protect the Property, as provided in this Deed of Trust and any of the other Security Documents.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTORS REPRESENT, WARRANT, COVENANT AND AGREE AS FOLLOWS:

1. ***Payment of Secured Obligations.*** Trustors hereby grant this Deed of Trust to secure the payment and performance when due of all obligations under the Note and the Security Documents. The consideration received by Trustors to execute and deliver this Deed of Trust and the liens and security interests created herein are sufficient and will provide a direct economic benefit to Trustors.

2. ***Title.*** Each Trustors is lawfully seized and possessed of a good and indefeasible title and estate to their respective Real Estate (as indicated on **Exhibit "A"**) in fee simple, subject only to any easements, restrictions and covenants now of record, and will forever warrant and defend the title thereto against the claims and demands of all persons whosoever; that they will, at their expense, maintain and preserve the lien of this Deed of Trust as a first and paramount lien upon the Property.

3. ***Maintenance and Leases.***

(a) To keep the Property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof; to comply with the provisions and restrictions affecting the Property; not to remove, demolish or materially alter any building, or the character or use thereof at any time thereon; not to drill or extract nor to permit the drilling for or extraction of oil, gas, or other hydrocarbon substances or any mineral of any kind unless the written consent of Beneficiary is first obtained; not to commit or permit any waste thereof or any act upon the Property in violation of law; to do all other acts in a timely and proper manner which from the character or use of the Property may be reasonably necessary to protect and preserve the Property, the specific enumerations herein not excluding the general.

(b) To faithfully perform all of the covenants of the lessor or landlord under any and all present and future leases affecting the Property, and neither do nor neglect to do, nor permit to be done, anything which may diminish or impair the value of all such leases and property, or the rents provided for in such leases, or the interest of the lessor or of the Beneficiary therein or thereunder.

4. ***Fire and Casualty Insurance.***

(a) To keep the Property and any Improvements insured against loss or damage by fire with extended coverage, vandalism and malicious mischief endorsement and against such other risks or hazards which, in the opinion of Beneficiary, should be insured against, to the amount and coverage as set forth in the Loan Agreement with a company or companies and in such form and with such endorsements as may be approved or required by Beneficiary. Loss under all such insurance shall be payable to Trustors and Beneficiary, as their interests may appear, and all such insurance policies shall be endorsed with a standard, noncontributory mortgagee's clause in favor of Beneficiary. Trustors shall also carry public liability insurance in such form, amount and with such companies as Beneficiary may, from time

to time, require, insuring Beneficiary, if it so requests. Copies of said policies shall be delivered to, and remain in possession of, Beneficiary as further security for the faithful performance of these obligations, which delivery shall constitute an assignment of Trustors to Beneficiary to all rights thereunder, including all return premiums; to deliver to Beneficiary a copy of policy or policies renewing or extending any expiring insurance with a receipt showing premiums paid at least thirty (30) days before expiration. If Trustors fail to so deliver copies of any renewal policies, Beneficiary may procure such insurance as it may elect and may make payment of premiums thereon, which payment is repayable on demand. Neither Trustee nor Beneficiary shall be responsible for obtaining or maintaining such insurance. Beneficiary, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Beneficiary pursuant hereto, and any information concerning the loan secured hereby. In no event and whether or not an Event of Default hereunder has occurred shall Beneficiary, by the fact of approving, accepting, or obtaining such insurance, incur any liability for the amount of such insurance, the form or legal sufficiency of insurance contracts, solvency of insurers, or payment of losses by insurers, and Trustors hereby expressly assume full responsibility therefor and liability, if any, thereunder. In the event of loss, Trustors shall give immediate written notice to Beneficiary, and Beneficiary may, but is not obligated to, make proof of loss if not made promptly by Trustors. Said policies shall require thirty (30) days' prior written notice of cancellation or modification to be given to Beneficiary.

(b) In case of any loss, the amount collected under any policy of insurance on the Property may, at the option of the Beneficiary, be applied by Beneficiary upon any indebtedness and/or obligations secured hereby and in such order and amount as Beneficiary may determine; or said amount, or any portion thereof may, at the option of Beneficiary, either be used in replacing or restoring the Improvements partially or totally destroyed to a condition satisfactory to Beneficiary, or said amount or any portion thereof, may be released to the Trustors. In any such event neither the Trustee nor the Beneficiary shall be obligated to see to the proper application thereof; nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. Such application, use, and/or release shall not cure or waive any Event of Default or notice of Default hereunder or invalidate any act done pursuant to such notice. Any unexpired insurance and all returnable insurance premiums shall inure to the benefit of, and pass to, the purchaser of the property covered thereby at any Trustee's sale or judicial foreclosure sale held hereunder. If the Property or any part thereof is sold pursuant to the power of sale contained herein or pursuant to any decree of foreclosure, all right, title and interest of Trustors in and to the proceeds of fire and other insurance policies for damage prior to the sale, which proceeds are not received prior to the date of said sale, shall belong to Beneficiary.

(c) Notwithstanding the foregoing subparagraph (b), in the event of damage to, or destruction of, the Property or any Improvements and provided that the cost of repair or replacement is not estimated by Beneficiary, in Beneficiary's reasonable judgment, to exceed \$25,000.00; and provided, further, that Trustors are not in Default in the observance or performance of any of the terms, conditions, or provisions contained in the Note or any of the Security Documents, then, and not otherwise, insurance proceeds which may be received by, or which may be available to, Beneficiary, on account of such damage or destruction, after deducting therefrom reasonable charges of Beneficiary and Trustee in connection with the

collection and disbursement of such monies, shall be disbursed, from time to time, as work progresses, under Beneficiary's reasonable construction disbursement procedures, for the repair and replacement of any such damage or destruction. The plans and specifications for any such work shall be subject to review and approval by Beneficiary prior to the commencement of any such work. The occurrence of any Event of Default under any of the Security Documents shall negate the provisions of this subparagraph.

(d) In the event of the occurrence of an Event of Default under any of the Security Documents, then, at the request of Beneficiary, together with, and in addition to, any payments due under the Note and other Security Documents, and on the same date such payments are due, Trustors shall deposit with Beneficiary, in a noninterest bearing account, a sum equal to one-twelfth (1/12) of the yearly taxes and assessments which may be levied against the Property and which may attain priority over this Deed of Trust, and ground rents, if any, plus one-twelfth (1/12) of the yearly premiums for insurance that will become due and payable regarding fire or such other hazards as may reasonably be required by Beneficiary. If the amount of funds held shall exceed, at any time, the amount deemed necessary by Beneficiary to provide for the payment of taxes, assessments, ground rents, and insurance premiums as they fall due, such excess shall be repaid to Trustors or credited to Trustors, as Beneficiary may determine. If the amount of funds held shall not be sufficient at any time to pay taxes, assessments, ground rents, and insurance premiums as they fall due, Trustors shall pay to Beneficiary any amount necessary to make up the deficiency promptly upon notice from Beneficiary to Trustors requesting payment thereof. Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall promptly refund to the Trustors any funds held.

5. ***Taxes and Other Sums Due.*** To pay, satisfy and discharge, at least ten (10) days before delinquency, all general and special taxes and assessments affecting the Property: (a) all encumbrances, charges and liens, with interest, on the Property, or any part thereof, which are, or appear to Beneficiary to be prior to or superior hereto, (b) all costs, fees and expenses of this trust, whether or not described herein, (c) fees or charges for any statement regarding the obligations secured hereby in any amount demanded by Beneficiary, not to exceed the maximum amount allowed by law therefor at the time when such request is made, (d) such other charges as the Beneficiary may deem reasonable for services rendered by Beneficiary and furnished at the request of Trustors or any successor in interest to Trustors, (e) if the Property includes a leasehold estate, all payments and obligations required of the Trustors, or their successor in interest, under the terms of the instrument or instruments creating such leasehold, Trustors hereby agreeing not to amend, change, or modify their leasehold interest or the terms on which it has such leasehold interest, or to agree to do so, without the written consent of Beneficiary being first obtained, and (f) all payments and monetary obligations required of the owner of the Property under any declaration of covenants, conditions, and restrictions pertaining to the Property or any modification thereof. Should Trustors fail to make any such payment, Beneficiary, without contesting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges relating thereto, including employment counsel and paying reasonable attorneys' fees. Trustors agree to notify Beneficiary immediately upon receipt by Trustors of notice of any increase in the assessed value of the Property and agree that Beneficiary, in the name of Trustors, may contest by appropriate proceedings such increase in assessment.

In the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of deeds of trust or debts secured by deeds of trust for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Deed of Trust, the holder of this Deed of Trust and of the obligations which it secures shall have the right to declare all sums secured hereby due as of a date to be specified by not less than thirty (30) days' written notice to be given to Trustors by Beneficiary; provided, however, that such election shall be ineffective if Trustors are permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against the Property.

6. ***Sums Advanced to Bear Interest.*** To pay immediately upon demand any sums advanced or paid by Beneficiary or Trustee under any clause or provision of this Deed of Trust. Any such sums, until so repaid, shall be added to the principal balance of the Note and accrue interest thereunder, and shall be secured by this Deed of Trust.

7. ***Assignment of Deposits.*** That as further additional security, Trustors hereby transfer and assign to Beneficiary during continuance of these Trusts, all right, title, and interest to any and all monies deposited by Trustors or deposited on behalf of Trustors with any city, county, public body or agency, sanitary district gas and/or electric company, telephone company and any other body or agency, for the installation or to secure the installation of any utility for Trustors, pertaining to the Property.

8. ***Default Provisions.*** Time is of the essence hereof. Upon the occurrence of any one of the following (hereinafter an "Event of Default" or "Default"), which is not cured within any applicable grace period specified herein, the payment of all principal, interest, and any other sums due in accordance with the terms of the Note shall, at the option of the Beneficiary, be accelerated and such principal, interest, and other sums shall immediately be due and payable without notice or demand, and the Beneficiary shall have the option to foreclose judicially or extra judicially through power of sale of any and all liens securing the payment thereof:

(a) The Trustors fail to pay when due and within the period of any applicable grace periods specified in the Note any amounts due under the Note, or either one of them; or

(b) Either Trustor shall:

(i) have an order for relief entered with respect to it under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors ("Bankruptcy Law");

(ii) Not pay, or admit in writing its inability to pay, its debts generally as they become due;

(iii) make an assignment for the benefit of its creditors;

(iv) apply for, seek, consent to, or acquiesce in the appointment of a receiver, custodian, trustee, examiner, liquidator, or similar official for it, or any substantial part of its property;

(v) institute any proceedings seeking an order for relief under any Bankruptcy Law, or a proceeding seeking to adjudicate it a bankrupt or insolvent or seeking a dissolution, winding up, liquidation, reorganization, arrangement, adjustment, or composition of it, or its debts, under any Bankruptcy Law; or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it;

(vi) take any action to authorize or effect any of the foregoing actions set forth in this Paragraph (b); or

(vii) fail to contest, in good faith, any appointment or proceeding described in Paragraph (c) below; or

(c) Without the application, approval, or consent of a Trustor, a receiver, custodian, trustee, examiner, liquidator or similar official shall be appointed for a Trustor, or any substantial part of its property, or proceeding described in Paragraph (b)(v) shall be instituted against a Trustor and such appointment continues undischarged or such proceeding continues undismissed or un-stayed for a period of sixty (60) consecutive days; or

(d) If a final order, judgment or decree shall be entered against a Trustor by a court of competent jurisdiction which, together with other outstanding orders, judgments, and decrees against the Trustor exceeds an aggregate of twenty-five thousand dollars (\$25,000.00) (exclusive of amounts insured against by adequate liability insurance policies), and shall continue in effect for any period of thirty (30) consecutive days without a stay of execution; or

(e) Should a Trustor, or any successor in interest of a Trustor, voluntarily or involuntarily, sell, exchange, convey, transfer, contract to sell, further lease with option to purchase, change the character or use of, or further encumber the collateral covered by the Security Documents, or any part thereof, or any interest therein, except as therein permitted, without the prior written consent of the Beneficiary in each such instance; or

(f) Should:

(i) a Trustor be divested of title to the Real Estate described in this Deed of Trust, or any part thereof, or any interest therein, either voluntarily or involuntarily, as a result of any condemnation proceedings, except where the proceeds of such proceedings are paid to the Beneficiary; or

(ii) the ownership interest, as presently held in a Trustor, as presently constituted, be transferred, in one or more transactions, to other than persons who are the present members); or

(g) If title to the Real Estate be subjected to any lien or charge, voluntary or involuntary, contractual or statutory, except as permitted by the Security Documents, without the prior written consent of the Beneficiary in each such instance; or

(h) A Trustor fails to observe or perform any other covenant, agreement or obligation contained in the Note or any of the Security Documents, and fails to cure such Default within any applicable cure period; or

(i) A Trustor fails to observe or perform any other covenant, agreement or obligation contained in this Deed of Trust which requires the payment by the Trustors of any monies to Beneficiary unless such failure is cured within ten (10) days.

9. ***Compliance With Laws, Etc.*** Trustor shall comply promptly and fully with all present and future laws, ordinances, rules and regulations of any governmental authority having jurisdiction affecting the Property or any part thereof or any use of the Property, including, without limitation, laws, ordinances, rules or regulations relating to hazardous wastes, hazardous materials or oil.

IT IS MUTUALLY AGREED THAT:

10. ***Litigation.*** Trustors shall defend this Deed of Trust in any action or proceeding purporting to affect the Property, whether or not it affects the security hereof, or purporting to affect the rights or powers of Beneficiary or Trustee, and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of the Property, and either Trustee or Beneficiary is hereby authorized, without obligation so to do, to commence, appear in, or defend any such action, whether brought by or against a Trustor, Beneficiary or Trustee, or with or without suit, to exercise or enforce any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding; and Trustors or Beneficiary may appear or intervene in any action or proceeding, and retain counsel therein; and take such action therein, as either may be advised and may settle, compromise or pay the same or any other claims and, in the behalf and for any of said purposes, may expend and advance such sums of money as either may deem necessary. Whether or not Trustors so appear or defend, Trustors on demand shall pay all costs and expenses of Beneficiary and Trustee, including costs of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear by virtue of being made a party defendant or otherwise and irrespective of whether the interest of Beneficiary or Trustee in the Property is directly questioned by such action, including but not limited to any action for the condemnation or partition of the Property.

11. ***Condemnation.*** All sums due, paid or payable to a Trustor, or any successor in interest of a Trustor, whether by way of judgment, settlement or otherwise, (a) for injury or damage to the Property, or (b) in connection with any condemnation for public use or injury to the Property or any part thereof, or (c) in connection with the transaction financed by the loan secured hereby, or (d) arising out of all causes of action, whether accruing before or after the date of this Deed of Trust, sounding in tort or contract, including causes of action for fraud or concealment of a material fact, together with the settlements, proceeds, awards and damages,

direct and consequential, in connection therewith, are hereby absolutely and irrevocably assigned and shall be paid to Beneficiary. Beneficiary shall be entitled, at its option, to commence, intervene in, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with any such taking or damage. Trustors agree to execute such further assignments of any compensation, award, damages, rights of action, and proceeds as Beneficiary may require.

All amounts received by Beneficiary pursuant to this Deed of Trust, in connection with any condemnation for public use of, or injury to, the Property, are to be applied, at the option of Beneficiary, upon any indebtedness secured hereby. No such application, use or release shall cure or waive any Default, or notice of Default, hereunder or invalidate any act done pursuant to such notice.

12. ***Consent, Partial Reconveyance, Etc.*** That at any time, or from time to time, without liability therefor, and without notice, upon written request of Beneficiary, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, or the lien of this Deed of Trust upon the remainder of the Property for the full amount of the indebtedness then or thereafter secured hereby, or the rights or powers of the Beneficiary or the Trustee with respect to the remainder of the Property, Trustee may (a) reconvey any part of the Property, (b) consent to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

13. ***Full Reconveyance.*** That, upon written request of Beneficiary stating that all sums secured hereby have been paid, Trustee shall reconvey, without warranty, the Property, or any part thereof, then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be designated as "the person or persons legally entitled thereto." Such request and reconveyance shall operate as a reassignment of the rents, income, issues and profits hereinbefore assigned to Beneficiary for the Property so reconveyed.

14. ***Right to Collect and Receive Rents and Profits.*** Notwithstanding any other provisions hereof, Beneficiary hereby grants permission to Trustors to collect and retain the rents, income, issues and profits of the Property as they become due and payable, but reserves the right to revoke such permission at any time by notice in writing to Trustors, mailed to Trustors at their last known address in the event of the occurrence of an Event of Default, as defined in this Deed of Trust, if not cured within any applicable grace period. On any such Event of Default, Beneficiary may at any time without notice, either in person, by agent, or by receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness secured hereby, enter upon and take possession of the Property, or any part thereof, make, cancel, enforce, or modify leases; obtain and eject tenants, set or modify rents; in its own name sue or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid; and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby and in such order as Beneficiary may determine; and except for such application, Beneficiary shall not be liable to any person for the collection or non-collection of any rents, income, issues, or profits, for the

failure to assert or enforce any of the foregoing rights, nor shall Beneficiary be charged with any of the duties and obligation of a mortgagee in possession. The entering upon and taking possession of the Property, the collection of such rents, income, issues, or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of Default hereunder or invalidate any act done pursuant to such notice.

15. ***Judicial Foreclosure or Trustee's Sale on Default.***

(a) Upon the occurrence of one or more Events of Default as defined in this Deed of Trust, or Default by Trustors in the performance of any other agreement hereunder, or under any instrument or agreement secured hereby, Beneficiary may declare all sums secured hereby immediately due and payable and, at the option of the Beneficiary, this Deed of Trust may be foreclosed in the manner provided by law for the foreclosure of mortgages on real property; or may be sold in the manner provided in the Nebraska Trust Deeds Act under the power of sale conferred upon the Trustee hereunder.

(b) In the event the Property, or any part of parcel thereof, is sold pursuant to the power of sale conferred upon the Trustee hereunder, the Trustee shall cause to be filed of record a written notice of Default and election to sell the Property. After the lapse of such time as then may be required by law following recordation of such notice of Default, and notice of sale having been given as then required by law, Trustee, without demand on Trustors, shall sell the Property, either as a whole or in separate parcels, and in such order as it or Beneficiary may determine at public auction to the highest bidder. Trustee may postpone the sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters of fact or otherwise shall be conclusive proof of the truthfulness thereof. Any person, including Trustors, Trustee or Beneficiary, may purchase at such sale. The Trustee shall apply the proceeds of the Trustee's sale, first, to the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's fees actually incurred, not to exceed five percent (5%) of the principal balance unpaid at the time of recording the notice of Default, second, to the payment of the obligation secured by this trust deed, third, to the payment of junior trust deeds, mortgages or other liens, and the balance, if any, to the person or persons legally entitled thereto.

(c) Upon the occurrence of any Event of Default under this Deed of Trust or any Note secured hereby and following any acceleration of maturity of the indebtedness secured hereby, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby, made at any time prior to a foreclosure sale, whether under the power of sale contained herein or pursuant to judicial foreclosure proceedings, shall constitute an evasion of the payment terms of the indebtedness secured hereby and shall be deemed a voluntary prepayment of the indebtedness; and any such payment, to the extent permitted by law, must, therefore, include a charge required under the prepayment privilege, if any, contained in any Note secured hereby; or, if at that time there shall be no privilege of prepayment, then such payment, to the extent

permitted by law, will include a charge equal in amount to the prepayment charge calculated under the prepayment charge provision, as set forth in the Note secured hereby.

(d) Trustors agree, for themselves and any and all persons or concerns claiming by, through or under Trustors, that if they, or any one or more of them, shall hold possession of the Property, or any part thereof, subsequent to foreclosure hereunder, they, or the parties so holding possession, shall become, and be considered as, tenants at will of the purchaser or purchasers at such foreclosure sale; and any such tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental of the Real Estate, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages which may be sustained by any such tenant as a result thereof being hereby expressly waived.

16. ***Personal Property.*** This Deed of Trust is also intended to encumber and create, and Trustors do hereby grant to Beneficiary, a security interest in any and all of such property which is personal property owned by Trustors and now or hereafter located on or used in connection with the Property including, but not limited to, all equipment, fixtures, furniture, appliances and articles of personal property owned by Trustors and now or hereafter located on, attached to or used in and about the Improvements which are necessary to the complete and comfortable use and occupancy of the Improvements for all purposes for which they are intended and such other goods and chattels and personal property owned by Trustors as are ever to be used or furnished in operating the Improvements, or the activities conducted herein, and all renewals or replacements thereof or substitutions therefore, whether or not the same shall be attached to the Improvements in any manner, and all building materials and equipment hereafter situated on or about the Real Estate or the Improvements. The foregoing security interest shall also cover Trustors' leasehold interest in any of the foregoing items which are leased by Trustors. Trustors shall, from time to time, upon request of Beneficiary, provide Beneficiary with a current inventory of all of the personal property in which the Beneficiary is granted a security interest hereunder, in such detail as Beneficiary may require.

17. ***Security Agreement.*** This Deed of Trust constitutes a security agreement between Trustors and Beneficiary with respect to all personal property in which Beneficiary is granted a security interest hereunder, and, cumulative of all other rights and remedies of Beneficiary hereunder, Beneficiary shall have all of the rights and remedies of a secured party under the Nebraska Uniform Commercial Code. Trustors hereby agree to execute and deliver on demand and hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustors to execute and deliver and, if appropriate, to file with the appropriate filing officer or officers such security agreements, financing statements, continuation statements or other instruments as Beneficiary may request or require in order to impose, perfect or continue the perfection of the lien or security interest created hereby. Upon the occurrence of any Default hereunder not cured within any applicable grace period, Beneficiary shall have the right to cause any personal property subject to security interest of Beneficiary hereunder to be sold in one of public or private sales as permitted by applicable law, including at a sale held in conjunction with the sale of the Property by Trustee, as provided for in this Deed of Trust, and Beneficiary shall further have all rights and remedies, whether at law or in equity or by statute, as are available to secured creditors under applicable law. Any such disposition may be conducted by an employee or agent

of Beneficiary or Trustee. Expenses of retaking, holding, preparing for sale, selling or the like shall be born by Trustors and shall include Beneficiary's and Trustee's fees and legal expenses. Beneficiary shall have the right to enter upon the Real Estate and the Improvements or any other real property or any personal property which is the subject of the security interest granted herein where located to take possession of, assemble and collect such personal property or to render it unusable, or Trustors, upon demand of Beneficiary, shall assemble such personal property and make it available to Beneficiary at a place deemed reasonably convenient to Beneficiary. If notice is required by law, Beneficiary shall give Trustors at least five (5) days' prior written notice of the time and place of any public sale or other disposition of the Property or of the time of or after which any private sale or other intended disposition is to be made, and, if such notice is sent to Trustors, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to Trustors. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale under the power of sale granted in this Deed of Trust upon giving the same notice with respect to the sale of the personal property hereunder as is required with respect to the sale under the power of sale given the Trustee under this Deed of Trust.

18. ***Fixture Financing Statement.*** This Deed of Trust is intended to be a financing statement within the purview of the Nebraska Uniform Commercial Code with respect to those items of the Property that constitutes fixtures on the Real Estate. The address of Trustors (Debtors) and Beneficiary (Secured Party) are set forth on the first page of this Deed of Trust. This Deed of Trust is to be filed of record with the Register of Deeds Office of Douglas County, Nebraska where the Real Estate is located. Trustors are the record owner of the Real Estate.

19. ***Substitution of Trustee.*** That Beneficiary may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Beneficiary and recorded in the office of the Register of Deeds of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, power and duties.

20. ***No Waiver by Beneficiary.*** No waiver by Beneficiary of any right under this Deed of Trust shall be effective unless in writing. Waiver by Beneficiary of any right granted to Beneficiary under this Deed of Trust or of any provision of this Deed of Trust as to any transaction or occurrences shall not be deemed a waiver as to any future transaction or occurrences. By accepting payment of any sum secured hereby after its due date, or by making any payment or performing any act on behalf of a Trustor that a Trustor was obligated hereunder, but failed to make or perform, or by adding any payment so made by Beneficiary to the indebtedness secured hereby, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a Default for failure so to pay.

21. ***Time of the Essence.*** Time is of the essence for all Trustors' obligations hereunder.

22. **Remedies.** No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Trustee or Beneficiary, or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If Beneficiary holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any Default of a Trustor, Beneficiary may, at its option, offset against any indebtedness secured hereby, and the Beneficiary is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness of the Trustors to the Beneficiary any and all sums of money of Trustors which Beneficiary may have in its possession or under its control, including without limiting the generality of the foregoing, any savings account, deposit, investment certificate, escrow or trust funds.

23. **Illegality.** In the event that any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust are declared to be severable.

24. **General Provisions.** (a) 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. (b) The term "Beneficiary" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Beneficiary herein. (c) Wherever the context so requires, the masculine gender includes the feminine and the singular number includes the plural, and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this agreement, and shall not be used in construing it. (e) The term "Trustors" shall mean the original Trustors hereunder and any subsequent owner of the Property who acquires the same subject to this Deed of Trust with the consent of the Beneficiary. If more than one person is now or hereafter named herein as Trustor, each obligation of a Trustor shall be the joint and several obligation of each such person. (f) The rights or remedies granted hereunder, or by law, shall not be exclusive, but shall be concurrent and cumulative.

25. **Trustee's Acceptance.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustors, Beneficiary or Trustee shall be a party, unless brought by Trustee.

26. **Address for Mailing Notices.** Trustors hereby requests that a copy of any notice of Default and a copy of any notice of sale hereunder shall be mailed to each person itemized below at the address indicated:

If to Beneficiary:

Brian J. Swan
Great Western Bank, Suite 401
9290 West Dodge Road
Omaha, NE 68114

If to Trustors:

Mark R. Wright
121 Court, LLC
11616 I Street
Omaha, NE 68137

If to Trustee:

Great Western Bank
PO Box 4070
Omaha, NE 68104-0070

With a copy to:

William T. Foley, Esq.
Erickson | Sederstrom, P.C.
10330 Regency Parkway Drive, Suite 100
Omaha, NE 68114

With a copy to:

Houghton Bradford Whitted, PC, LLO
Ryan J. Dougherty
6457 Frances Street, Suite 100
Omaha, Nebraska 68106

27. ***Governing Law.*** This Deed of Trust, the rights of the Beneficiary hereunder and the Note and the other Security Documents shall be construed and enforced according to the laws of the State of Nebraska.

28. ***Hazardous Material.*** Trustors hereby covenant and agree not to generate, manufacture, store or dispose of on, under or about the Real Estate or transport to or from the Real Estate any flammable, explosives or radioactive materials, hazardous wastes, hazardous materials, toxic substances or related materials (hereinafter called "Hazardous Materials") in a manner that violates any applicable federal, state or local law. As used in this Deed of Trust, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; and those substances defined as "hazardous" or "toxic" in any applicable state, municipal or local laws, codes or ordinances; and in the regulations adopted and publications promulgated pursuant to said laws. Trustors hereby agree to indemnify, defend and hold harmless Beneficiary, its partners, employees, and agents, and any successors to Beneficiary's interest in the Real Estate from and against any and all liability relating in any manner to Hazardous Materials generated, transported to, manufactured, stored, or disposed of on, under or about the Real Estate by a Trustor, its agents or employees including but not limited to: (i) all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of Hazardous Materials by a Trustor, its agents, or employees; (ii) all costs, including attorney's and consultant's fees relating to any claims, suit or action, including the costs of enforcing the terms of this agreement, relating to the Real Estate; and (iii) the cost of any required or necessary repair, cleanup, remediation or detoxification and the preparation of any closure or other required


plans, whether such action is required or necessary prior to or following termination of this Deed of Trust, for any reason, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Materials by a Trustor, its agents or employees on the Real Estate during ownership and/or possession of the Real Estate by Trustors.

{Signature Page Follows}

IN WITNESS WHEREOF, Trustors have executed this Deed of Trust effective on the date first above written.

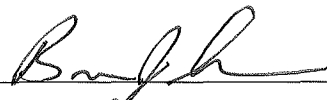
SECURED PARTY:

GREAT WESTERN BANK

By: 
Brian J. Swan, Vice President

TRUSTEE:

GREAT WESTERN BANK

By: 
Print Name: Brian J. Swan
Print Title: VP

TRUSTOR:

121 COURT, LLC

By: 
Mark. R. Wright, Manager

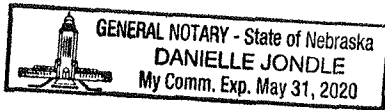
TRUSTOR:


11616 "I" STREET LLC

By: 
Mark. R. Wright, Manager

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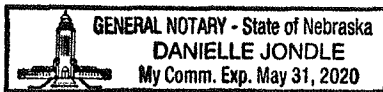
The above and foregoing Security Agreement, Deed of Trust and Assignment of Rents was acknowledged before me this 8th day of July 2016 by Brian J. Swan, Vice President, Great Western Bank, on behalf of said bank.





Notary Public

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

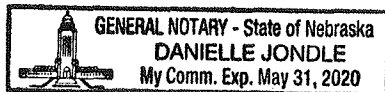
The above and foregoing Security Agreement, Deed of Trust and Assignment of Rents was acknowledged before me this 8th day of July 2016 by Brian J. Swan, Vice President, the Trustee, on behalf of Great Western Bank.




Notary Public

[illegible]

The above and foregoing Security Agreement, Deed of Trust and Assignment of Rents was acknowledged before me this 8th day of July 2016 by Mark R. Wright, Manager of 121 Court, LLC, and 11616 "I" Street LLC, on behalf of said companies.





Notary Public

Exhibit A

61-28706

Parcel 1: Tract A: Lot 3, Omaha Works Industrial Park Replat 4, an Addition to the City of Omaha, Douglas County, Nebraska.

Tract B: Easement for permanent ingress and egress as set forth in the Reciprocal Easement and Operating Agreement filed May 16, 2003 in Book 1518, Page 217, as amended by the First Amendment to the Reciprocal Easement and Operating Agreement filed December 13, 2008, as Instrument No. 2008120320, as amended by the Second Amendment to the Reciprocal Easement and Operating Agreement filed December 23, 2008 as Instrument No. 2008120321, all in Douglas County, Nebraska.

Tract C: Easement for permanent ingress and egress as set forth in the Declaration of Access Easement filed October 3, 2006 as Instrument No. 2006113611, as amended by the First Amendment to the Declaration of Access Easement filed June 30, 2009, as Instrument No. 2009069261, all in Douglas County, Nebraska.

Tract D: Easement for permanent ingress and egress as set forth in the Declaration of Access Easements filed September 6, 2007 as Instrument No. 2007102309, all in Douglas County, Nebraska.

*NE
NW/NW*

01-60000

Parcel 2: A tract of land lying in the North Half of the Northwest Quarter (N1/2 NW1/4) of Section 5, Township 14 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, more particularly described as follows:

Commencing at a point which is the Southwest corner of the North Half of the Northwest Quarter of Section 5, Township 14 North, Range 12 East of the 6th P.M. thence, (assuming the South line of said North Half to be due East-West) on a bearing of North 90°00'00" East, and running a distance of 1,290.74 feet, along the South line of said North Half to a point; thence on a bearing of North 00°00'00" East, and running a distance of 149.06 feet, to the Point of Beginning; thence on a bearing of North 00°00'00" East, and running a distance of 644.13 feet to a point; thence on a bearing of South 90°00'00" East, and running a distance of 1,096.04 feet to a point; thence on a bearing of South 19°39'12" West, and running a distance of 460.11 feet to a point; thence on a bearing of South 63°41'08" West, and running a distance of 473.92 feet to a point; thence on a bearing of South 89°55'07" West, and running a distance of 516.48 feet, to the Point of Beginning.