

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS 2000188 312-427
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 14th DAY OF JANUARY A.D. 2000
AT 8:46 O'CLOCK A.M. AND RECORDED IN BOOK
312 AT PAGE 427-430
COUNTY CLERK Charlotte L. Petersen
DEPUTY Daniel Madsen

00 JAN 14 AM 8:46

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT made and executed as of the 4th day of October, 1999, by and from CREST Co., a Nebraska Corporation (hereinafter "Developer"), to and for the benefit of Washington County, a Political Subdivision of the State of Nebraska (hereinafter "County"), WITNESSETH:

WHEREAS, of even date herewith County and Developer have executed an Agreement providing for the construction of certain improvements to the road system and the drainage system within Crest Ridge, a Subdivision of Washington County, Nebraska, and

WHEREAS, the terms and conditions of said Agreement are incorporated herein as if fully set out, and

WHEREAS, pursuant to the terms and conditions of the Agreement, Developer has agreed to pledge the sum of \$28,571.98 as a guarantee of the completion of the construction of said road improvements and maintenance inspection of the dry cells that comprise the drainage system, and

WHEREAS, Developer has established with Two Rivers State Bank, Blair, Nebraska, a line of credit in the amount of \$600,000.00, a part of which will be set aside, pursuant to this Pledge Agreement, as a guarantee of the performance of Developer pursuant to the Agreement and this Pledge Agreement, and

WHEREAS, Developer has established an escrow account for the deposit of the guaranteed funds, when and as

Recorded	_____✓
General	_____✓
Numerical	_____✓
Photostat	_____✓
Proofed	_____✓

required by County, which said escrow account provides for withdrawals only on approval of County.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other valuable consideration, the receipt and sufficiency of which is herewith acknowledged by the undersigned, Developer herewith irrevocably pledges and assigns to County the sum of \$28,571.98 as follows:

1. Developer will obtain the agreement from Two Rivers State Bank that, from the \$600,000.00 line of credit previously established, the sum of \$28,571.98 shall not be advanced unless and until demand for the advance thereof is received from County.

2. Developer agrees that Two Rivers State Bank is herewith authorized and directed, upon receipt of demand from County, to advance the sum of \$28,571.98 from Developer's line of credit and to deposit said proceeds into an escrow account at said bank established for such purpose. The escrow account thus established shall provide that no withdrawals may be made therefrom except upon the express authorization of County.

3. In order to effectuate the terms and conditions of this Pledge Agreement, Developer herewith authorizes and directs Two Rivers State Bank, upon the receipt of a demand from County that it do so, to make an advance from Developer's line of credit in an amount not to exceed \$28,571.98 and to deposit the same in the escrow account referred to hereinabove.

4. This pledge and assignment is irrevocable and shall not be released, amended, or altered without the express written consent and agreement of County.

CREST CO., a Nebraska
Corporation,

By *James M. Dwyer*
Authorized Signatory

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned, Two Rivers State Bank, Blair, Nebraska (hereinafter "Bank") herewith acknowledges receipt of a copy of the foregoing Pledge Agreement and states and agrees as follows:

1. Bank confirms that Developer has, in fact, established a line of credit at Bank in the amount of \$600,000.00, and that Developer is not in default of its obligations to Bank thereunder.

2. That Developer has not received advances in the full amount of the line of credit, and that there remain unadvanced funds in excess of the sum of \$28,571.98 as of the date hereof.

3. That Bank may continue to make advances on the \$600,000.00 line of credit up to and including the total principal sum of \$571,428.02 at any time outstanding, but that the final \$28,571.98 shall not be advanced except upon the express written demand and/or authorization of County.

4. That, provided said line of credit is still in

force and effect, Bank will advance the sum of \$28,571.98 on said line of credit for deposit into the escrow account described in the Pledge Agreement upon receipt of a demand from County that it do so.

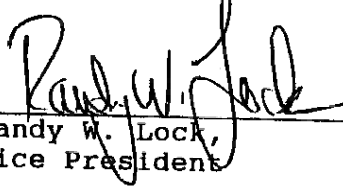
5. That, in the event of the cancellation of the line of credit, the unavailability of future advances, or any default by Developer of its obligations thereunder, Bank shall immediately notify County thereof.

6. That, except as specifically set forth herein, Bank shall have no further obligation to County.

Dated this 4th day of October, 1999.

TWO RIVERS STATE BANK, a
Nebraska Corporation,

By


Randy W. Lock,
Vice President