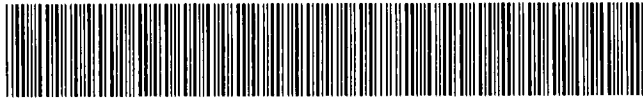




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**DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,  
SECURITY AGREEMENT AND  
FIXTURE FILING**

by

SFI Ltd. Partnership 16  
as Grantor,

to

First National Bank of Omaha,  
as Trustee,

and in favor of

First National Bank of Omaha,  
a national banking association,  
as Beneficiary

This document serves as a Fixture Filing under the Nebraska Uniform Commercial Code.

*FNBO1*

*No Check*

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

This Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing is made as of the 31<sup>st</sup> day of December, 2010, by SFI Ltd. Partnership 16, a Nebraska limited partnership ("Grantor"), whose address is 10040 Regency Circle, Omaha, Nebraska 68114, to First National Bank of Omaha, a national banking association ("Trustee"), whose address is 1620 Dodge Street, Stop 1050, Omaha, Nebraska 68197, and in favor of First National Bank of Omaha, a national banking association ("Beneficiary") as beneficiary, whose address is 1620 Dodge Street, Stop 1050, Omaha, Nebraska 68197.

**RECITALS**

Grantor has requested that Beneficiary make the Loans (as hereinafter defined) to Grantor and the other Borrowers. As used herein, the term "Borrowers" means Grantor, R-D Investment Company, Richard H. Slosburg, D. David Slosburg, SFI Ltd. Partnership 14, SFI Ltd. Partnership 15, SFI Ltd. Partnership 8, SFI Ltd. Partnership I, PennOak Properties, Ltd., Texas SFI Partnership 58 Ltd., Texas SFI Partnership 55 Ltd. and SFI 59 LP. As a condition precedent to making the Loans, Beneficiary has required that Grantor execute and deliver this Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing to Trustee and Beneficiary.

**GRANTS AND AGREEMENTS**

Now, therefore, in order to induce Beneficiary to make the Loans to Grantor and the other Borrowers, Grantor agrees as follows:

Article I  
Definitions.

As used in this Deed of Trust, the terms defined in the Preamble hereto shall have the respective meanings specified therein, and the following additional terms shall have the meanings specified:

"Accessories" means all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and other articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Grantor, which are now or hereafter attached to or situated in, on or about the Land or Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or Improvements, and all Additions to the foregoing, all of which are hereby declared to be permanent accessions to the Land.

"Accounts" means all accounts of Grantor within the meaning of the Uniform Commercial Code of the State, derived from or arising out of the use, occupancy or enjoyment of the Property or for sale of inventory or services rendered therein or thereon.

"Additions" means any and all alterations, additions, accessions and improvements to property, substitutions therefor, and renewals and replacements thereof.

"Beneficiary" means First National Bank of Omaha, and its successors and assigns.

"Claim" means any liability, suit, action, claim, demand, loss, expense, penalty, fine, judgment or other cost of any kind or nature whatsoever, including fees, costs and expenses of attorneys, consultants, contractors and experts.

"Condemnation" means any taking of title to, use of, or any other interest in the Property under the exercise of the power of condemnation or eminent domain, whether temporarily or permanently, by any Governmental Authority or by any other Person acting under or for the benefit of a Governmental Authority.

"Condemnation Awards" means any and all judgments, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation.

"Contract of Sale" means any contract for the sale of all or any part of the Property or any interest therein, whether now in existence or hereafter executed.

"Deed of Trust" means this Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Default" means an event or circumstance which, with the giving of Notice or lapse of time, or both, would constitute an Event of Default under the provisions of this Deed of Trust.

"Encumbrance" means any Lien, easement, right of way, roadway (public or private), condition, covenant or restriction (including any CC&Rs in connection with any condominium development or cooperative housing development), Lease or other matter of any nature that would affect title to the Property.

"Event of Default" means an event or circumstance specified in Article VI and the continuance of such event or circumstance beyond the applicable grace and/or cure periods therefor, if any, set forth in Article VI.

"Expenses" means all fees, charges, costs and expenses of any nature whatsoever incurred at any time and from time to time (whether before or after an Event of Default) by Beneficiary or Trustee in making, funding, administering or modifying the Loans, in negotiating or entering into any "workout" of the Loans, or in exercising or enforcing any rights, powers and remedies provided in this Deed of Trust or any of the other Loan Documents, including attorneys' fees, court costs, receiver's fees, management fees and costs incurred in the repair, maintenance and operation of, or taking possession of, or selling, the Property.

"Governmental Authority" means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, service, district or other instrumentality of any governmental entity.

"Improvements" means all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land, together with any on-site improvements and off-site improvements in any way used or to be used in connection with the use, enjoyment, occupancy or operation of the Land.

"Insurance Proceeds" means the insurance claims under and the proceeds of any and all policies of insurance covering the Property or any part thereof, including all returned and unearned premiums with respect to any insurance relating to such Property, in each case whether now or hereafter existing or arising.

"Land" means the real property described in Exhibit A attached hereto and made a part hereof.

"Laws" means all federal, state and local laws, statutes, rules, ordinances, regulations, codes, licenses, authorizations, decisions, injunctions, interpretations, orders or decrees of any court or other Governmental Authority having jurisdiction as may be in effect from time to time.

"Leases" means all leases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property or any part thereof, together with all options therefor, amendments thereto and renewals, modifications and guaranties thereof, including any cash or security deposited under the Leases to secure performance by the tenants of their obligations under the Leases, whether such cash or security is to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due thereunder.

"Lien" means any mortgage, deed of trust, pledge, security interest, assignment, judgment, lien or charge of any kind, including any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code of any jurisdiction.

"Loans" means collectively, the loans from Beneficiary to Grantor and the other Borrowers, which loans consist of the R-D Loan in the maximum principal amount of \$2,550,000.00, the Texas SFI Partnership 58 Loan in the maximum principal amount of \$300,000.00, the SFI Ltd. Partnership I Loan in the maximum principal amount of \$1,800,000.00, the SFI Ltd. Partnership 8 Loan in the maximum principal amount of \$500,000.00, the PennOak Loan in the maximum principal amount of \$6,000,000.00, the SFI 59 Loan in the maximum principal amount of \$800,000.00, the Texas SFI Partnership 55 Loan in the maximum principal amount of \$2,300,000.00 and the Revolving Credit Loan in the maximum principal amount of \$14,250,000.00, which are evidenced by the Notes, and which are further described in and governed by the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated of even date herewith, between Grantor and Beneficiary which sets forth, among other things, the terms and conditions of the Loans, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Loan Documents" means this Deed of Trust, the Loan Agreement, the Notes, and the other Loan Documents defined and described in the Loan Agreement and any and all other documents which Grantor, the other Borrowers or any other party or parties have executed and delivered, or may hereafter execute and deliver, to evidence, secure or guarantee the Obligations, or any part thereof, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Notes" means collectively, the R-D Loan Note, the Texas SFI Partnership 58 Note, the SFI Ltd. Partnership I Note, the SFI Ltd. Partnership 8 Note, the PennOak Note, the SFI 59 Note, the Texas SFI Partnership 55 Note and the Revolving Credit Note, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Notice" means a notice, request, consent, demand or other communication given in accordance with the provisions of Section 9.8 of this Deed of Trust.

"Obligations" means all present and future debts, obligations and liabilities of Grantor and the other Borrowers to Beneficiary and/or Trustee and any extensions, renewals, restatements, replacements and modifications thereof, arising pursuant to, and/or on account of, without limitation, the provisions of this Deed of Trust, the Notes other than the Revolving Credit Note, the Loan Agreement or any of the other Loan Documents, including the obligations: (a) to pay all principal, interest, late charges, prepayment premiums (if any) and other amounts due at any time under the Notes other than the Revolving Credit Note; (b) to pay all Expenses, indemnification payments, fees and other amounts due at any time under this Deed of Trust or any of the other Loan Documents, together with interest thereon as herein or therein provided; (c) to perform, observe and comply with all of the other terms, covenants and conditions, expressed or implied, which Grantor and the other Borrowers are required to perform, observe or comply with pursuant to the Loan Agreement, this Deed of Trust or any of the other Loan Documents; (d) to pay and perform all future advances and other obligations that the Borrowers, Grantor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when a writing evidences the parties' agreement that the advance or obligation be secured by this Deed of Trust; and (e) all Grantor's and the other Borrower's debts, liabilities, obligations, covenants, warranties, and duties to Beneficiary (plus their respective affiliates including any credit card debt, overdrafts and deposit account liabilities, but specifically excluding any type of consumer credit and the Revolving Credit Loan), whether new or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent, whether arising out of the Loan Documents or otherwise, and regardless of whether such Obligations arise out of existing or future credit granted by Beneficiary to Grantor or any Borrower, to any Grantor and others, to others guaranteed, endorsed or otherwise secured by any Trustee or to any debtor-in-possession/successor-in-interest of Grantor or any Borrower, and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement or this Deed of Trust, attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

THIS DEED OF TRUST SECURES, WITHOUT LIMITATION, EXISTING DEBTS OR OBLIGATIONS CREATED SIMULTANEOUSLY WITH THE EXECUTION OF THIS DEED OF TRUST AND ANY FUTURE ADVANCES TO BE MADE AT THE OPTION OF THE PARTIES.

"Permitted Encumbrances" means (a) any matters set forth in any policy of title insurance issued to Beneficiary and insuring Beneficiary's interest in the Property which are acceptable to Beneficiary as of the date hereof, (b) the Liens and interests of this Deed of Trust, and (c) any other Encumbrance that Beneficiary shall expressly approve in its sole and absolute discretion.

"Person" means an individual, a corporation, a partnership, a joint venture, a limited liability company, a trust, an unincorporated association, any Governmental Authority or any other entity.

"Personalty" means all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Grantor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property, including (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the Real Property or the business conducted therein (provided all of such agreements shall be subordinate to this Deed of Trust, and Beneficiary shall have no responsibility for the performance of Grantor's obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Real Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, permits, certificates, licenses, guaranties, warranties,

causes of action, judgments, Claims, profits, security deposits, utility deposits, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Real Property or the operation thereof; (e) all insurance policies held by Grantor with respect to the Property or Grantor's operation thereof; (f) all money, instruments and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Grantor with Beneficiary related to the Property, including any such deposit account from which Grantor may from time to time authorize Beneficiary to debit and/or credit payments due with respect to the Loans; (g) all licenses, occupancy certificates, permits, authorizations, or approvals of any type or nature whatsoever, now owned or existing or hereafter acquired or arising, which relate to the use, occupancy, development, leasing, operation or servicing of the Real Property; and (h) all plans and specifications, drawings, architectural renderings or drawings, or other concepts, shop drawings, blueprints, or plans of any nature relating to the Improvements; together with all Additions to and Proceeds of all of the foregoing.

"Proceeds," when used with respect to any of the Property, means all proceeds of such Property, including all Insurance Proceeds, Condemnation Awards, and all other proceeds within the meaning of that term as defined in the Uniform Commercial Code of the State.

"Property" means the Real Property and the Personalty and all other rights, interests and benefits of every kind and character which Grantor now has or hereafter acquires in, to or for the benefit of the Real Property and/or the Personalty and all other property and rights used or useful in connection therewith, including all Leases, all Rents, all Condemnation Awards, all Proceeds, all of Grantor's right, title and interest in and to all Contracts of Sale.

"Property Assessments" means all Taxes, payments in lieu of taxes, water rents, sewer rents, assessments, condominium and owner's association assessments and charges, maintenance charges and other governmental or municipal or public or private dues, charges and levies and any Liens (including federal tax liens) which are or may be levied, imposed or assessed upon the Property or any part thereof, or upon any Leases or any Rents, whether levied directly or indirectly or as excise taxes, as income taxes, or otherwise.

"Real Property" means the Land and Improvements, together with (a) all estates, title interests, title reversion rights, remainders, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, strips, gaps, gores, liberties, privileges, water rights, water courses, alleys, passages, ways, vaults, licenses, tenements, franchises, hereditaments, appurtenances, easements, rights-of-way, rights of ingress or egress, parking rights, timber, crops, mineral interests and other rights, now or hereafter owned by Grantor and belonging or appertaining to the Land or Improvements; (b) all Claims whatsoever of Grantor with respect to the Land or Improvements, either in law or in equity, in possession or in expectancy; (c) all estate, right, title and interest of Grantor in and to all streets, roads and public places, opened or proposed, now or hereafter adjoining or appertaining to the Land or Improvements; and (d) all options to purchase the Land or Improvements, or any portion thereof or interest therein, and any greater estate in the Land or Improvements, and all Additions to and Proceeds of the foregoing.

"Rents" means all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property, or arising from the use or enjoyment of the Property, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Real Property.

"State" means the State of Nebraska.

"Taxes" means all taxes and assessments, whether general or special, ordinary or extraordinary, or foreseen or unforeseen, which at any time may be assessed, levied, confirmed or imposed by any Governmental Authority or any community facilities or other private district on Grantor or on any of its properties or assets or any part thereof or in respect of any of its franchises, businesses, income or profits.

"Transfer" means any direct or indirect sale, assignment, conveyance or transfer, including any Contract of Sale and any other contract or agreement to sell, assign, convey or transfer, whether made voluntarily or by operation of Law or otherwise, and whether made with or without consideration.

"Trustee" means the Trustee listed above or its successor in trust who may be acting under and pursuant to this Deed of Trust from time to time.

Capitalized terms used but not otherwise defined in this Deed of Trust shall have the meaning given to such terms in the Loan Agreement.

## Article II Granting Clauses; Condition of Grant.

### Section 2.1 Conveyances and Security Interests.

In order to secure the prompt payment and performance of the Obligations, whether now or hereafter existing, Grantor (a) grants, transfers, assigns, bargains and sells, conveys and confirms the Real Property unto Trustee in trust for the benefit of Beneficiary WITH POWER OF SALE and right of entry and possession, to have and to hold the Real Property unto Trustee in fee simple forever; provided that Grantor may retain possession of the Real Property until the occurrence of an Event of Default; (b) grants to Beneficiary a security interest in the Personalty; (c) assigns to Beneficiary, and grants to Beneficiary a security interest in, all Condemnation Awards and all Insurance Proceeds; and (d) assigns to Beneficiary, and grants to Beneficiary a security interest in, all of Grantor's right, title and interest in, but not any of Grantor's obligations or liabilities under, all Contracts of Sale. All Persons who may have or acquire an interest in all or any part of the Property will be deemed to have notice of, and will be bound by, the terms of the Obligations and each other agreement or instrument made or entered into in connection with each of the Obligations. Such terms include any provisions in the Loan Agreement which provide that the interest rate on one or more of the Obligations may vary from time to time.

This Deed of Trust is given for the purpose of securing the payment of all Obligations; provided, however, that the aggregate amount of the principal indebtedness (the "Principal Indebtedness"), the payment of which is secured by this Deed of Trust, shall not exceed \$14,250,000.00 ("Maximum Amount"). All of the obligations described in this Section are referred to as the "Secured Obligations". Notwithstanding anything to the contrary contained herein: (i) the Maximum Amount of the Principal Indebtedness shall be deemed to be the first indebtedness to be advanced and the last indebtedness to be repaid; (ii) the security afforded by this Deed of Trust for the Secured Obligations shall not be reduced by any payments or other sums applied to the reduction of the indebtedness so long as the total amount of outstanding Principal Indebtedness exceeds the Maximum Amount and thereafter shall be reduced only to the extent that any such payments and other sums are actually applied in accordance with the Loan Agreement, to reduce the outstanding Principal Indebtedness to an amount less than the Maximum Amount; (iii) if at any time after the reduction of the Principal Indebtedness to an amount less than the Maximum Amount, Principal Indebtedness should subsequently be incurred such that it increases the total outstanding Principal Indebtedness to an amount equal to or exceeding the Maximum Amount, the security afforded by this Deed of Trust shall thereupon be increased to the Maximum Amount; and (iv) the limitation contained in this paragraph on the Maximum Amount shall only pertain to the Principal Indebtedness and shall not be construed as limiting the amount of interest, fees, expenses, indemnified amounts, protective advances and other indebtedness secured hereby that are not Principal Indebtedness,

it being the intention of the parties to this Deed of Trust that this Deed of Trust shall secure any Principal Indebtedness remaining unpaid at the time of foreclosure up to the Maximum Amount, plus interest thereon, protective advances, all costs of collection and all other amounts (except Principal Indebtedness in excess of the Maximum Amount) included in the indebtedness.

Section 2.2 Absolute Assignment of Leases and Rents.

In consideration of the making of the Loans by Beneficiary to Grantor, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor absolutely and unconditionally assigns the Leases and Rents to Beneficiary. This assignment is, and is intended to be, an unconditional, absolute and present assignment from Grantor to Beneficiary of all of Grantor's right, title and interest in and to the Leases and the Rents and not an assignment in the nature of a pledge of the Leases and Rents or the mere grant of a security interest therein. So long as no Event of Default shall exist, however, and so long as Grantor is not in default in the performance of any obligation, covenant or agreement contained in the Leases, Grantor shall have a license (which license shall terminate automatically and without notice upon the occurrence of an Event of Default or a default by Grantor under the Leases) to collect, but not prior to accrual, all Rents. Grantor agrees to collect and hold all Rents in trust for Beneficiary and to use the Rents for the payment of the cost of operating and maintaining the Property and for the payment of the Obligations.

This assignment is made pursuant to Neb. Rev. Stat. §52-1701, et. seq., and the Obligations and any future advances and protective advances are secured by present, future and after-arising or acquired Property.

Section 2.3 Security Agreement, Fixture Filing and Financing Statement.

This Deed of Trust creates a security interest in the Personalty, and, to the extent the Personalty is not real property, this Deed of Trust constitutes a security agreement from Grantor to Beneficiary under the Uniform Commercial Code of the State. In addition to all of its other rights under this Deed of Trust and otherwise, Beneficiary shall have all of the rights of a secured party under the Uniform Commercial Code of the State, as in effect from time to time, or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable Law. This Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records of each county where any part of the Property (including such fixtures) is situated. This Deed of Trust shall also be effective as a financing statement with respect to any other Property as to which a security interest may be perfected by the filing of a financing statement and may be filed as such in any appropriate filing or recording office. The respective names and mailing addresses of Grantor and Beneficiary are set forth in the opening paragraph of this Deed of Trust. A description of the collateral is set forth above, including, but not limited to Section 2.1 above. Grantor is the record owner of the Real Property, which is described in Exhibit A attached to this Deed of Trust. A carbon, photographic or other reproduction of this Deed of Trust or any other financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in this Section. Grantor hereby irrevocably authorizes Beneficiary at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable Law, reasonably required by Beneficiary to establish or maintain the validity, perfection and priority of the security interests granted in this Deed of Trust. The foregoing authorization includes Grantor's irrevocable authorization for Beneficiary at any time and from time to time to file any initial financing statements and amendments thereto that indicate the Personalty (a) as "all assets" of Grantor or words of similar effect, regardless of whether any particular asset comprised in the Personalty falls within the scope of the Uniform Commercial Code of the State or the jurisdiction where



the initial financing statement or amendment is filed, or (b) as being of an equal or lesser scope or with greater detail.

Section 2.4 Release of Deed of Trust and Termination of Assignments and Financing Statements.

On indefeasible satisfaction of all of the Obligations and on Beneficiary no longer having any commitment to make Advances, and on written request of Beneficiary stating that all sums secured hereby have been paid, and on surrender of this Deed of Trust to Trustee for cancellation, Trustee shall reconvey to Grantor or the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in any such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

Section 2.5 Future Advances.

This Deed of Trust is given for the purpose of securing the Loans and the other Obligations and other extensions of credit given and protective advances made by Beneficiary under the Notes, the Loan Agreement, or any other Loan Document. The parties intend that this Deed of Trust shall secure all Obligations and indebtedness Grantor and the other Borrowers owe to Beneficiary, whether now existing or hereafter accrued, made or extended. All such future advances will have the same priority as the original advance.

Article III  
Representations and Warranties.

Grantor makes the following representations and warranties to Beneficiary:

Section 3.1 Title to Real Property.

Grantor (a) owns fee simple title to the Real Property, (b) owns all of the beneficial and equitable interest in and to the Real Property, and (c) is lawfully seized and possessed of the Real Property. Grantor has the right and authority to convey the Real Property. The Real Property is subject to no Encumbrances other than the Permitted Encumbrances.

Section 3.2 Title to Other Property.

Grantor has good title to the Personalty, and the Personalty is not subject to any Encumbrance other than the Permitted Encumbrances.

Section 3.3 Property Assessments.

The Real Property is assessed for purposes of Property Assessments as a separate and distinct parcel from any other property, such that the Real Property shall never become subject to the Lien of any Property Assessments levied or assessed against any property other than the Real Property.

Section 3.4 Independence of the Real Property.

No buildings or other improvements on property not covered by this Deed of Trust rely on the Real Property or any interest therein to fulfill any requirement of any Governmental Authority for the existence of such property, building or improvements; and none of the Real Property relies, or will rely, on any property not covered by this Deed of Trust or any interest therein to fulfill any requirement of any

Governmental Authority. The Real Property has been properly subdivided from all other property in accordance with the requirements of any applicable Governmental Authorities.

Section 3.5 Existing Improvements.

The existing Improvements, if any, were constructed, and are being used and maintained, in accordance with all applicable Laws, including zoning Laws.

Article IV  
Affirmative Covenants.

Section 4.1 Obligations.

Grantor agrees to promptly pay and perform all of the Obligations, time being of the essence in each case.

Section 4.2 Property Assessments; Documentary Taxes.

Grantor (a) will promptly pay in full and discharge all Property Assessments, and (b) will furnish to Beneficiary, upon demand, the receipted bills for such Property Assessments prior to the day upon which the same shall become delinquent. Property Assessments shall be considered delinquent as of the first day any interest or penalty commences to accrue thereon. Grantor will promptly pay all stamp, documentary, recordation, transfer and intangible taxes and all other taxes that may from time to time be required to be paid with respect to the Loans, the Loan Agreement, this Deed of Trust or any of the other Loan Documents.

Section 4.3 Permitted Contests.

Grantor shall not be required to pay any of the Property Assessments, or to comply with any Law, so long as Grantor shall in good faith, and at its cost and expense, contest the amount or validity thereof, or take other appropriate action with respect thereto, in good faith and in an appropriate manner or by appropriate proceedings; provided that (a) such proceedings operate to prevent the collection of, or other realization upon, such Property Assessments or enforcement of the Law so contested, (b) there will be no sale, forfeiture or loss of the Property during the contest, (c) neither Beneficiary nor Trustee is subjected to any Claim as a result of such contest, and (d) Grantor provides assurances satisfactory to Beneficiary (including the establishment of an appropriate reserve account with Beneficiary) of its ability to pay such Property Assessments or comply with such Law in the event Grantor is unsuccessful in its contest. Each such contest shall be promptly prosecuted to final conclusion or settlement, and Grantor shall indemnify and save Beneficiary and Trustee harmless against all Claims in connection therewith. Promptly after the settlement or conclusion of such contest or action, Grantor shall comply with such Law and/or pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable, together with all penalties, fines, interests, costs and expenses in connection therewith.

Section 4.4 Compliance with Laws.

Grantor will comply with and not violate, and cause to be complied with and not violated, all present and future Laws applicable to the Property and its use and operation.

Section 4.5 Maintenance and Repair of the Property.

Grantor, at Grantor's sole expense, will (a) keep and maintain Improvements and Accessories in good condition, working order and repair, and (b) make all necessary or appropriate repairs and Additions

to Improvements and Accessories, so that each part of the Improvements and all of the Accessories shall at all times be in good condition and fit and proper for the respective purposes for which they were originally intended, erected, or installed.

Section 4.6 Additions to Security.

All right, title and interest of Grantor in and to all Improvements and Additions hereafter constructed or placed on the Property and in and to any Accessories hereafter acquired shall, without any further deed of trust, conveyance, assignment or other act by Grantor, become subject to the Lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by Grantor and specifically described in the granting clauses hereof. Grantor agrees, however, to execute and deliver to Trustee and/or Beneficiary such further documents as may be required by the terms of the Loan Agreement and the other Loan Documents.

Section 4.7 Subrogation.

To the extent permitted by Law, Beneficiary shall be subrogated, notwithstanding its release of record, to any Lien now or hereafter existing on the Property to the extent that such Lien is paid or discharged by Beneficiary whether or not from the proceeds of the Loans. This Section shall not be deemed or construed, however, to obligate Beneficiary to pay or discharge any Lien.

Section 4.8 Leases.

(a) Unless and until Beneficiary takes possession of the Property, Beneficiary shall not be obligated to perform or discharge any obligation of Grantor under any Lease. Unless and until Beneficiary takes possession of the Property, the assignment of Leases provided for in this Deed of Trust in no manner places on Beneficiary or Trustee any responsibility for (i) the control, care, management or repair of the Property, (ii) the carrying out of any of the terms and conditions of the Leases, (iii) any waste committed on the Property, or (iv) any dangerous or defective condition on the Property (whether known or unknown). Trustee shall not be obligated to perform or discharge any obligation of Grantor under any Lease.

(b) No approval of any Lease by Beneficiary shall be for any purpose other than to protect Beneficiary's security and to preserve Beneficiary's rights under the Loan Documents, and no such approval shall result in a waiver of a Default or Event of Default.

Section 4.9 Insurance/Condemnation Proceeds.

(a) If any portion of the Property shall be damaged or destroyed by any cause (a "Casualty"), Grantor shall, subject to the provisions below,:

(i) give notice to Beneficiary as promptly as practicable; and

(ii) unless Beneficiary has withheld Casualty Insurance Proceeds during the twelve (12) months prior to the latest maturity date of the Loans and Insurance Proceeds and other funds are not available to Grantor, promptly commence and diligently pursue to completion (in accordance with plans and specifications approved by Beneficiary) the restoration, repair and rebuilding of the Property at least as nearly as possible to its value, condition and character immediately prior to the Casualty;

(iii) if the Casualty is covered by insurance, immediately make proof of loss and to the extent permitted by this Deed of Trust, collect all Insurance Proceeds, and except as specifically provided for

below with respect to Insurance Proceeds of \$500,000.00 or less, all such proceeds to be payable to Beneficiary or as Beneficiary shall direct. If an Event of Default shall be in existence, or if Grantor shall fail to provide notice to Beneficiary of filing proof of loss, or if Grantor shall not be diligently proceeding, in Beneficiary's reasonable opinion, to collect such insurance proceeds, then Beneficiary may, but is not obligated to, make proof of loss, and is authorized, but is not obligated, to settle any claim with respect thereto, and to collect the proceeds thereof;

(iv) If the Casualty results in damage of \$500,000.00 or less, the Insurance Proceeds shall be paid to Grantor and Grantor shall use the Insurance Proceeds solely to pay the cost of restoration, repair and rebuilding of the Property; and

(v) If the Casualty results in a substantially total loss of the Property and Grantor determines not to rebuild or repair the Property, then the Insurance Proceeds will be applied to the Loans secured by this Deed of Trust and the maximum amount available for borrowing on such Loans will be reduced by the collateral value assigned to the Property by Beneficiary.

(b) Unless the Insurance Proceeds are applied as provided for in Sections (a)(iv) and (v) above, Beneficiary shall make the net Insurance Proceeds received by it (after reimbursement of Beneficiary's reasonable out-of-pocket costs of collecting and disbursing the same) available to Grantor to pay the cost of restoration, repair and rebuilding of the Property, subject to all of the following conditions precedent:

(i) There shall be no Event of Default in existence at the time of any disbursement of the insurance proceeds;

(ii) Beneficiary shall have determined, in its reasonable discretion, that the cost of restoration, repair and rebuilding is and will be equal to or less than the amount of insurance proceeds and other funds deposited by Grantor with Beneficiary for restoration and repair of the Property;

(iii) Beneficiary shall have determined, in its reasonable discretion, that the restoration, repair and rebuilding can be completed in accordance with plans and specifications approved by Beneficiary (such approval not to be unreasonably withheld), and in accordance with applicable laws, codes, regulations and ordinances;

(iv) Except as specifically provided for above with respect to Insurance Proceeds of \$500,000.00 or less, all funds shall be disbursed, at Beneficiary's option, in accordance with Beneficiary's customary disbursement procedures for construction loans;

(v) The Casualty results in damage of \$500,000.00 or less; and

(vi) The restoration, repair and rebuilding of the Property can be completed within nine (9) months following the date of the Casualty, or such additional period of time as Beneficiary, in its reasonable discretion, shall permit.

If any of these conditions shall not be satisfied, then Beneficiary shall have the right to either use the Insurance Proceeds to prepay the Obligations, in which event the maximum amount available for borrowing on such Loans will be reduced by the collateral value assigned to the Property by Beneficiary, or make such proceeds available for restoration, repair and rebuilding of the Property. If any Insurance Proceeds shall remain after completion of the restoration, repair and rebuilding of the Property, they shall be disbursed to Grantor, or the Person legally entitled thereto, or at Beneficiary's discretion, used to prepay the Obligations.

In the event such Insurance Proceeds are made available for restoration and repair by Beneficiary, Grantor shall pay all costs incurred by Beneficiary in connection with the application of such Insurance Proceeds (including but not limited to reasonable costs incurred by Beneficiary, and a title company or agent approved by Beneficiary in overseeing the disbursement of such Insurance Proceeds), and the Improvements shall be restored or rebuilt so as to be of at least equal value and substantially the same character as prior to such damage or destruction.

(c) If any portion of the Property shall be taken, condemned or acquired pursuant to a Condemnation or threat thereof, Grantor shall:

(i) give notice thereof to Beneficiary as promptly as practicable, and send a copy of each document received by Grantor in connection with the Condemnation to Beneficiary promptly after receipt; and

(ii) diligently pursue any negotiation and prosecute any proceeding in connection with the Condemnation at Grantor's expense. If an Event of Default shall be in existence, or if the expected Condemnation Award is \$250,000.00 or more and Grantor, in Beneficiary's reasonable opinion, is not diligently negotiating or prosecuting the claim, Beneficiary is authorized, but not required, to negotiate and prosecute the claim and appear at any hearing for itself and on behalf of Grantor and to compromise or settle all compensation for the Condemnation. Beneficiary shall not be liable to Grantor for any failure by Beneficiary to collect or to exercise diligence in collecting any such compensation. Grantor shall not compromise or settle any claim resulting from the Condemnation if such settlement or Condemnation Award is or is expected to be \$250,000.00 or more without Beneficiary's prior written consent. All Condemnation Awards or settlements of \$250,000.00 or more shall be paid to Beneficiary. Condemnation Awards or settlements of less than \$250,000.00 shall be paid to Grantor.

(d) Beneficiary shall make the Condemnation Award received by it (after reimbursement of Beneficiary's out-of-pocket costs of collecting and disbursing the same) available to Grantor for restoration, repair and rebuilding of the Property, subject to all of the following conditions precedent:

(i) There shall be no Event of Default in existence at the time of any disbursement of the Condemnation Award;

(ii) Beneficiary shall have determined, in its reasonable discretion, that the cost of restoration, repair and rebuilding is and will be equal to or less than the amount of Condemnation Award and other funds deposited by Grantor with Beneficiary;

(iii) Beneficiary shall have determined, in its reasonable discretion, that the restoration, repair and rebuilding can be completed in accordance with plans and specifications approved by Beneficiary (such approval not to be unreasonably withheld), in accordance with applicable laws, codes, regulations and ordinances and in accordance with the terms, and within the time requirements in order to prevent termination of any Lease;

(iv) All funds shall be disbursed, at Beneficiary's option, in accordance with Beneficiary's customary disbursement procedures for construction loans;

(v) The condemnation or taking causes damage of \$250,000.00 or less or requires restoration which costs less than \$250,000.00;

(vi) The restoration, repair and rebuilding of the Property can be completed within nine (9) months of the date of the taking, or such additional period of time as Beneficiary, in its reasonable discretion, shall permit; and

(vii) If the Condemnation results in a substantially total loss of the Property and Grantor determines not to restore, rebuild or repair the Property, then the Condemnation Award will be applied to the Loans secured by this Deed of Trust and the maximum amount available for borrowing on such Loans will be reduced by the collateral value assigned to the Property by Beneficiary.

If any of these conditions shall not be satisfied, then Beneficiary shall have the right to either use the Condemnation Award to prepay the Obligations, in which event the maximum amount available for borrowing on such Loans will be reduced by the collateral value assigned to the Property by Beneficiary, or make such proceeds available for restoration, repair and rebuilding of the Property. If any Condemnation Award proceeds shall remain after completion of the restoration, repair and rebuilding of the Property, they shall be disbursed to Grantor, or to the Person legally entitled thereto, or at Beneficiary's discretion, used to prepay the Obligations.

## Article V Negative Covenants.

### Section 5.1 Encumbrances.

Grantor will not permit any of the Property to become subject to any Encumbrance other than the Permitted Encumbrances. Within thirty (30) days after the filing of any mechanic's lien or other Lien or Encumbrance against the Property, Grantor will promptly discharge the same by payment or filing a bond or otherwise as permitted by Law. So long as Beneficiary's security has been protected by the filing of a bond or otherwise in a manner satisfactory to Beneficiary in its sole and absolute discretion, Grantor shall have the right to contest in good faith any Claim, Lien or Encumbrance, provided that Grantor does so diligently and without prejudice to Beneficiary or delay in completing construction of the Improvements. Grantor shall give Beneficiary Notice of any default under any Lien and Notice of any foreclosure or threat of foreclosure with respect to any of the Property.

### Section 5.2 Transfer of the Property.

Grantor will not Transfer, or contract to Transfer, all or any part of the Property or any legal or beneficial interest therein (except for certain Transfers of the Accessories expressly permitted in this Deed of Trust).

### Section 5.3 Removal, Demolition or Alteration of Accessories and Improvements.

Except to the extent permitted by the following sentence, no Improvements or Accessories shall be removed, demolished or materially altered without the prior written consent of Beneficiary. Grantor may remove and dispose of, free from the Lien of this Deed of Trust, such Accessories as from time to time become worn out or obsolete, provided that, either (a) at the time of, or prior to, such removal, any such Accessories are replaced with other Accessories which are free from Liens other than Permitted Encumbrances and have a value at least equal to that of the replaced Accessories (and by such removal and replacement Grantor shall be deemed to have subjected such Accessories to the Lien of this Deed of Trust), or (b) so long as a prepayment may be made without the imposition of any premium pursuant to the Loan Agreement, such Accessories are sold at fair market value for cash and the net cash proceeds received from such disposition are paid over promptly to Beneficiary to be applied to the prepayment of the principal of the Loans.

Section 5.4 Additional Improvements.

Grantor will not construct any Improvements other than those presently on the Land and those described in the Loan Agreement without the prior written consent of Beneficiary. Grantor will complete and pay for, within a reasonable time, any Improvements which Grantor is permitted to construct on the Land. Grantor will construct and erect any permitted Improvements (a) strictly in accordance with all applicable Laws and any private restrictive covenants, (b) entirely on lots or parcels of the Land, (c) so as not to encroach upon any easement or right of way or upon the land of others, and (d) wholly within any building restriction and setback lines applicable to the Land.

Section 5.5 Restrictive Covenants, Zoning, etc.

Without the prior written consent of Beneficiary, Grantor will not initiate, join in, or consent to any change in, any restrictive covenant, easement, zoning ordinance, or other public or private restrictions limiting or defining the uses which may be made of the Property. Grantor (a) will promptly perform and observe, and cause to be performed and observed, all of the terms and conditions of all agreements affecting the Property, and (b) will do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

Article VI  
Events of Default.

The occurrence or happening, from time to time, of any one or more of the following shall constitute an Event of Default under this Deed of Trust:

Section 6.1 Payment Obligations.

Grantor fails to pay any of the Obligations when due, whether on the scheduled due date or upon acceleration, maturity or otherwise.

Section 6.2 Transfers.

Grantor Transfers, or contracts to Transfer, all or any part of the Property or any legal or beneficial interest therein (except for Transfers of the Accessories expressly permitted under this Deed of Trust).

Section 6.3 Other Obligations.

Grantor fails to promptly perform or comply with any of the Obligations set forth in this Deed of Trust (other than those expressly described in other Sections of this Article VI).

Section 6.4 Event of Default Under Other Loan Documents.

An Event of Default (as defined therein) occurs under the Notes or the Loan Agreement, or Grantor or the other Borrowers fail to promptly pay, perform, observe or comply with any obligation or agreement contained in any of the other Loan Documents (within any applicable grace or cure period).

Section 6.5 Change in Zoning or Public Restriction.

Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Loan Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Section 6.6 Default Under Leases.

Grantor fails duly to perform its obligations under any Lease, and such failure is not cured within the grace period, if any, provided in the Leases.

Section 6.7 Default Under Other Lien Documents.

A default occurs under any other mortgage, deed of trust or security agreement covering the Property, including any Permitted Encumbrances.

Section 6.8 Execution; Attachment.

Any execution or attachment is levied against any of the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Article VII  
Rights and Remedies.

Upon the happening of any Event of Default, Beneficiary, or Trustee at the direction of Beneficiary, shall have the right, in addition to any other rights or remedies available to Beneficiary under any of the Loan Documents or applicable Law, to exercise any one or more of the following rights, powers or remedies:

Section 7.1 Acceleration.

Beneficiary may accelerate all Obligations under the Loan Documents whereupon such Obligations shall become immediately due and payable, without notice of default, notice of acceleration or intention to accelerate, presentment or demand for payment, protest, notice of protest, notice of nonpayment or dishonor, or notices or demands of any kind or character (all of which are hereby waived by Grantor).

Section 7.2 Foreclosure; Power of Sale.

Beneficiary may require Trustee, and Trustee is hereby authorized and empowered, to enter and take possession of the Property and to sell all or part of the Property in accordance with the Nebraska Trust Deeds Act, as the same may be hereafter amended or modified. Trustee may sell all or any portion of the Property, together or in lots or parcels, and may execute and deliver to the purchaser or purchasers of such property a conveyance in fee simple. Trustee shall receive the proceeds thereof and, subject to the requirements of the Nebraska Trust Deeds Act, shall apply the same as follows: (a) First, the payment of the expenses of making, maintaining and executing this trust, protection of the Property, including the expense of any litigation and reasonable attorneys' fees, and compensation to Trustee comprised of actual fees plus an administrative fee of no less than the maximum interest allowed by Law; (b) second, to any advancements made by Trustee or Beneficiary pursuant hereto, with interest thereon; (c) third, to the payment of the Obligations herein secured or intended so to be, in such order as Beneficiary shall elect,



and any balance of said Obligations may be the subject of immediate suit; (d) and, fourth, should there be any surplus, Trustee will pay it to Grantor, or to such person as may be legally entitled thereto. The sale or sales by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale or sales of less than the whole of the Property shall be less than the aggregate of the Obligations and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion at the Property; provided, however, that Grantor shall never have any right to require the sale or sales of less than the whole of the Property, but Beneficiary shall have the right at its sole election, to request Trustee to sell less than the whole of the Property. Beneficiary may bid and become the purchaser of all or any part of the Property at any such sale, and the amount of Beneficiary's successful bid may be credited on the Obligations.

### Section 7.3 Judicial Action.

Beneficiary shall have the right from time to time to sue Grantor for any sums (whether interest, damages for failure to pay principal or any installments thereof, taxes, or any other sums required to be paid under the terms of this Deed of Trust, as the same become due), without regard to whether or not any of the other Obligations shall be due, and without prejudice to the right of Beneficiary thereafter to enforce any appropriate remedy against Grantor, including an action of foreclosure or an action for specific performance, for a Default or Event of Default existing at the time such earlier action was commenced.

### Section 7.4 Collection of Rents.

Upon the occurrence of an Event of Default, the license granted to Grantor to collect the Rents shall be automatically and immediately revoked, without further notice to or demand upon Grantor. Beneficiary may, but shall not be obligated to, perform any or all obligations of the landlord under any or all of the Leases, and Beneficiary may, but shall not be obligated to, exercise and enforce any or all of Grantor's rights under the Leases. Without limitation to the generality of the foregoing, Beneficiary may notify the tenants under the Leases that all Rents are to be paid to Beneficiary, and following such notice all Rents shall be paid directly to Beneficiary and not to Grantor or any other Person other than as directed by Beneficiary, it being understood that a demand by Beneficiary on any tenant under the Leases for the payment of Rent shall be sufficient to warrant payment by such tenant of Rent to Beneficiary without the necessity of further consent by Grantor. Grantor hereby irrevocably authorizes and directs the tenants under the Lease to pay all Rents to Beneficiary instead of to Grantor, upon receipt of written notice from Beneficiary, without the necessity of any inquiry of Grantor and without the necessity of determining the existence or non-existence of an Event of Default. Grantor hereby appoints Beneficiary as Grantor's attorney-in-fact with full power of substitution, which appointment shall take effect upon the occurrence of an Event of Default and is coupled with an interest and is irrevocable prior to the full and final payment and performance of the Obligations, in Grantor's name or in Beneficiary's name: (a) to endorse all checks and other instruments received in payment of Rents and to deposit the same in any account selected by Beneficiary; (b) to give receipts and releases in relation thereto; (c) to institute, prosecute and/or settle actions for the recovery of Rents; (d) to modify the terms of any Leases including terms relating to the Rents payable thereunder; (e) to cancel any Leases; (f) to enter into new Leases; and (g) to do all other acts and things with respect to the Leases and Rents which Beneficiary may deem necessary or desirable to protect the security for the Obligations. Any Rents received shall be applied first to pay all Expenses and next in reduction of the other Obligations. Grantor shall pay, on demand, to Beneficiary, the amount of any deficiency between (i) the Rents received by Beneficiary, and (ii) all Expenses incurred together with interest thereon as provided in the Loan Agreement and the other Loan Documents.

Section 7.5     Taking Possession or Control of the Property.

As a matter of right without regard to the adequacy of the security, and to the extent permitted by Law without notice to Grantor, Beneficiary shall be entitled, upon application to a court of competent jurisdiction, to the immediate appointment of a receiver for all or any part of the Property and the Rents, whether such receivership may be incidental to a proposed sale of the Property or otherwise, and Grantor hereby consents to the appointment of such a receiver and agrees that such receiver shall have all of the rights and powers granted to Beneficiary pursuant to Section 7.4. In addition, to the extent permitted by Law, and with or without the appointment of a receiver, or an application therefor, Beneficiary may (a) enter upon, and take possession of (and Grantor shall surrender actual possession of), the Property or any part thereof, without notice to Grantor and without bringing any legal action or proceeding, or, if necessary by force, legal proceedings, ejectment or otherwise, and (b) remove and exclude Grantor and its agents and employees therefrom.

Section 7.6     Management of the Property.

Beneficiary may enter into and upon and take possession of all or any part of the Property, and may exclude Grantor, and all persons claiming under Grantor, and its agents or servants, wholly or partly therefrom; and, upon obtaining possession of the Property or upon the appointment of a receiver as described in Section 7.4, Beneficiary, Trustee or the receiver, as the case may be, may, at its sole option, (a) make all necessary or proper repairs and Additions to or upon the Property, (b) operate, maintain, control, make secure and preserve the Property, and (c) complete the construction of any unfinished Improvements on the Property and, in connection therewith, continue any and all outstanding contracts for the erection and completion of such Improvements and make and enter into any further contracts which may be necessary, either in their or its own name or in the name of Grantor (the costs of completing such Improvements shall be Expenses secured by this Deed of Trust and shall accrue interest as provided in the Loan Agreement and the other Loan Documents). Beneficiary, Trustee or such receiver shall be under no liability for, or by reason of, any such taking of possession, entry, holding, removal, maintaining, operation or management, except for gross negligence or willful misconduct. The exercise of the remedies provided in this Section shall not cure or waive any Event of Default, and the enforcement of such remedies, once commenced, shall continue for so long as Beneficiary shall elect, notwithstanding the fact that the exercise of such remedies may have, for a time, cured the original Event of Default.

Section 7.7     Uniform Commercial Code.

Beneficiary may proceed under the Uniform Commercial Code as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the Uniform Commercial Code. Upon the occurrence of any Event of Default, Grantor shall assemble all of the Accessories and make the same available within the Improvements. Any notification required by the Uniform Commercial Code shall be deemed reasonably and properly given if sent in accordance with the Notice provisions of this Deed of Trust at least ten (10) days before any sale or other disposition of the Personalty. Disposition of the Personalty shall be deemed commercially reasonable if made pursuant to a public sale advertised at least twice in a newspaper of general circulation in the community where the Property is located. It shall be deemed commercially reasonable for the Trustee to dispose of the Personalty without giving any warranties as to the Personalty and specifically disclaiming all disposition warranties.

Section 7.8 Application of Proceeds.

Unless otherwise provided by applicable Law, all proceeds from the sale of the Property or any part thereof pursuant to the rights and remedies set forth in this Article VII and any other proceeds received by Beneficiary from the exercise of any of its other rights and remedies hereunder or under the other Loan Documents shall be applied first to pay all Expenses and next in reduction of the other Obligations, in such manner and order as Beneficiary may elect.

Section 7.9 Other Remedies.

Beneficiary shall have the right from time to time to protect, exercise and enforce any legal or equitable remedy against Grantor provided under the Loan Documents or by applicable Laws.

Section 7.10 Beneficiary's Performance.

Upon the occurrence of an Event of Default herein, Beneficiary may, but need not, and whether electing to declare the whole of the Loans due and payable or not, and without waiver of any other remedy, make any payment or perform any act herein required of Grantor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, redeem from any tax sale or forfeiture affecting the Property or contest any tax or assessment or cure any default of Grantor as landlord in any Lease, or enter upon the Property and may complete the construction or development of any Improvements and in the course of such completion may make such changes as Beneficiary may deem necessary or desirable. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Beneficiary to protect the Property or the lien hereof, shall be additional Obligations secured by this Deed of Trust and shall become immediately due and payable without notice and with interest thereon at the highest default rate of interest set forth in the Loan Agreement or Notes. Inaction of Beneficiary shall never be considered as a waiver of any right accruing to it on account of any Event of Default on the part of Grantor.

Section 7.11 Beneficiary's Right of Inspection.

Beneficiary, and Beneficiary's contractors, agents and representatives, shall, upon reasonable notice to Grantor, have the right to inspect the Property, including, but not limited to, the inspection of any Improvements being constructed on the Real Property during such construction, at all reasonable times and access thereto shall be permitted for such purposes.

Article VIII  
Trustee.

Section 8.1 Liability of Trustee.

Trustee shall have no liability or responsibility for, and make no warranties in connection with, the validity or enforceability of any of the Loan Documents or the description, value or status of title to the Property. Trustee shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by Trustee to be genuine and to have been signed by the party or parties purporting to sign the same. Trustee shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which Trustee may do or refrain from doing in good faith, nor generally shall Trustee have any accountability hereunder except for willful misconduct or gross negligence. The powers and duties of Trustee hereunder may be

exercised through such attorneys, agents or servants as Trustee may appoint, and Trustee shall have no liability or responsibility for any act, failure to act, negligence or willful conduct of such attorney, agent or servant, so long as the selection was made with reasonable care. In addition, Trustee may consult with legal counsel selected by Trustee, and Trustee shall have no liability or responsibility by reason of any act or failure to act in accordance with the opinions of such counsel. Trustee may act hereunder and may sell or otherwise dispose of the Property or any part thereof as herein provided, although Trustee has been, may now be or may hereafter be, an attorney, officer, agent or employee of Beneficiary, in respect of any matter or business whatsoever. Trustee, however, shall have no obligation to sell all or any part of the Property following an Event of Default or to take any other action authorized to be taken by Trustee hereunder except upon the demand of Beneficiary.

Section 8.2     Indemnification of Trustee.

Grantor agrees to indemnify Trustee and to hold Trustee harmless from and against any and all Claims and Expenses directly or indirectly arising out of or resulting from any transaction, act, omission, event or circumstance in any way connected with the Property or the Loans, including but not limited to any Claim arising out of or resulting from any assertion or allegation that Trustee is liable for any act or omission of Grantor or any other Person in connection with the ownership, development, financing, operation or sale of the Property; provided, however, that Grantor shall not be obligated to indemnify Trustee with respect to any Claim arising solely from the gross negligence or willful misconduct of Trustee. The agreements and indemnifications contained in this Section shall apply to Claims arising both before and after the repayment of the Loans and shall survive the repayment of the Loans, any foreclosure or deed in lieu thereof and any other action by Trustee to enforce the rights and remedies of Beneficiary or Trustee hereunder or under the other Loan Documents.

Section 8.3     Substitution of Trustee.

Beneficiary may appoint a successor or replacement Trustee in accordance with the provisions of the Nebraska Trust Deeds Act.

Article IX  
Miscellaneous.

Section 9.1     Rights, Powers and Remedies Cumulative.

Each right, power and remedy of Beneficiary or Trustee as provided for in this Deed of Trust, or in any of the other Loan Documents or now or hereafter existing by Law, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Deed of Trust, or in any of the other Loan Documents or now or hereafter existing by Law, and the exercise or beginning of the exercise by Beneficiary or Trustee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Beneficiary or Trustee of any or all such other rights, powers or remedies.

Section 9.2     No Waiver by Beneficiary or Trustee.

No course of dealing or conduct by or among Beneficiary, Trustee and Grantor shall be effective to amend, modify or change any provisions of this Deed of Trust or the other Loan Documents. No failure or delay by Beneficiary or Trustee to insist upon the strict performance of any term, covenant or agreement of this Deed of Trust or of any of the other Loan Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Beneficiary or Trustee from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any of the

Obligations, neither Beneficiary nor Trustee shall be deemed to waive the right either to require prompt payment when due of all other Obligations, or to declare an Event of Default for failure to make prompt payment of any such other Obligations. Neither Grantor nor any other Person now or hereafter obligated for the payment of the whole or any part of the Obligations shall be relieved of such liability by reason of (a) the failure of Beneficiary to comply with any request of Grantor or of any other Person to take action to foreclose this Deed of Trust or otherwise enforce any of the provisions of this Deed of Trust, or (b) any agreement or stipulation between any subsequent owner or owners of the Property and Beneficiary, or (c) Beneficiary's extending the time of payment or modifying the terms of this Deed of Trust or any of the other Loan Documents without first having obtained the consent of Grantor or such other Person. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Property, Beneficiary may release any Person at any time liable for any of the Obligations or any part of the security for the Obligations and may extend the time of payment or otherwise modify the terms of this Deed of Trust or any of the other Loan Documents without in any way impairing or affecting the Lien of this Deed of Trust or the priority of this Deed of Trust over any subordinate Lien. The holder of any subordinate Lien shall have no right to terminate any Lease regardless of whether or not such Lease is subordinate to this Deed of Trust. Beneficiary may resort to the security or collateral described in this Deed of Trust or any of the other Loan Documents in such order and manner as Beneficiary may elect in its sole discretion.

Section 9.3 Waivers and Agreements Regarding Remedies.

To the full extent Grantor may do so, Grantor hereby:

(a) agrees that it will not at any time plead, claim or take advantage of any Laws now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption and waives and releases all rights of redemption, valuation, appraisal, stay of execution, extension and notice of election to accelerate the Obligations;

(b) waives all rights to a marshalling of the assets of Grantor, including the Property, or to a sale in the inverse order of alienation in the event of a foreclosure of the Property, and agrees not to assert any right under any Law pertaining to the marshalling of assets, the sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of Beneficiary under the terms of this Deed of Trust to a sale of the Property without any prior or different resort for collection, or the right of Beneficiary to the payment of the Obligations out of the proceeds of sale of the Property in preference to every other claimant whatsoever;

(c) waives any right to bring or utilize any defense, counterclaim or setoff, other than one which denies the existence or sufficiency of the facts upon which any foreclosure action is grounded. If any defense, counterclaim or setoff, other than one permitted by the preceding clause, is timely raised in a foreclosure action, such defense, counterclaim or setoff shall be dismissed. If such defense, counterclaim or setoff is based on a Claim which could be tried in an action for money damages, such Claim may be brought in a separate action which shall not thereafter be consolidated with the foreclosure action. The bringing of such separate action for money damages shall not be deemed to afford any grounds for staying the foreclosure action; and

(d) waives and relinquishes any and all rights and remedies which Grantor may have or be able to assert by reason of the provisions of any Laws pertaining to the rights and remedies of sureties.

Section 9.4 Successors and Assigns.

All of the grants, covenants, terms, provisions and conditions of this Deed of Trust shall run with the Land and shall apply to and bind the successors and assigns of Grantor (including any permitted subsequent owner of the Property), and inure to the benefit of Beneficiary, its successors and assigns and to the successors in trust of Trustee.

Section 9.5 No Warranty by Beneficiary or Trustee.

By inspecting the Property or by accepting or approving anything required to be observed, performed or fulfilled by Grantor or to be given to Beneficiary or Trustee pursuant to this Deed of Trust or any of the other Loan Documents, Beneficiary and Trustee shall not be deemed to have warranted or represented the condition, sufficiency, legality, effectiveness or legal effect of the same, and such acceptance or approval shall not constitute any warranty or representation with respect thereto by Beneficiary or Trustee.

Section 9.6 Amendments.

This Deed of Trust may not be modified or amended except by an agreement in writing, signed by the parties.

Section 9.7 Severability.

In the event any one or more of the provisions of this Deed of Trust or any of the other Loan Documents shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any other respect, or in the event any one or more of the provisions of the Loan Documents operates or would prospectively operate to invalidate this Deed of Trust or any of the other Loan Documents, then and in either of those events, at the option of Beneficiary, such provision or provisions only shall be deemed null and void and shall not affect the validity of the remaining Obligations, and the remaining provisions of the Loan Documents shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

Section 9.8 Notices.

All Notices required or which any party desires to give hereunder or under any other Loan Document shall be in writing and, unless otherwise specifically provided in such other Loan Document, shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service or by certified United States mail, postage prepaid, addressed to the party to whom directed at the applicable address specified in the Preamble to this Deed of Trust (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by facsimile. Any Notice shall be deemed to have been given either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile, upon receipt; provided that service of a Notice required by any applicable statute shall be considered complete when the requirements of that statute are met. Notwithstanding the foregoing, no notice of change of address shall be effective except upon actual receipt. This Section shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Deed of Trust or in any other Loan Document or to require giving of notice or demand to or upon any Person in any situation or for any reason.

Section 9.9 Joint and Several Liability.

If Grantor consists of two (2) or more Persons, the term "Grantor" shall also refer to all Persons signing this Deed of Trust as Grantor, and to each of them, and all of them are jointly and severally bound, obligated and liable hereunder. Trustee or Beneficiary may release, compromise, modify or settle with any of Grantor, in whole or in part, without impairing, lessening or affecting the obligations and liabilities of the others of Grantor hereunder or under the Loan Agreement. Any of the acts mentioned aforesaid may be done without the approval or consent of, or notice to, any of Grantor.

Section 9.10 Rules of Construction.

The words "hereof," "herein," "hereunder," "hereto," and other words of similar import refer to this Deed of Trust in its entirety. The terms "agree" and "agreements" mean and include "covenant" and "covenants." The words "include" and "including" shall be interpreted as if followed by the words "without limitation." The headings of this Deed of Trust are for convenience of reference only and shall not be considered a part hereof and are not in any way intended to define, limit or enlarge the terms hereof. All references (a) made in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) made in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to the Loan Documents are to the same as extended, amended, restated, supplemented or otherwise modified from time to time unless expressly indicated otherwise, (d) to the Land, Improvements, Personalty, Real Property or Property shall mean all or any portion of each of the foregoing, respectively, and (e) to Articles or Sections are to the respective Articles or Sections contained in this Deed of Trust unless expressly indicated otherwise. Any term used or defined in the Uniform Commercial Code of the State, as in effect from time to time, which is not defined in this Deed of Trust shall have the meaning ascribed to that term in the Uniform Commercial Code of the State. If a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term shall have the meaning specified in Article 9.

Section 9.11 Governing Law.

This Deed of Trust shall be construed, governed and enforced in accordance with the Laws in effect from time to time in the State.

Section 9.12 Waiver of Jury Trial.

The terms of this Deed of Trust are subject to the Loan Agreement regarding Jury Waiver, which provisions are incorporated into this Deed of Trust by reference.

Section 9.13 Release of Rights of Dower, Homestead and Distributive Share.

The Property is not the homestead of the Grantor. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to any of the Property.

Section 9.14 Entire Agreement.

The Loan Documents constitute the entire understanding and agreement between Grantor and Beneficiary with respect to the transactions arising in connection with the Loans, and supersede all prior written or oral understandings and agreements between Grantor and Beneficiary with respect to the matters addressed in the Loan Documents. In particular, and without limitation, the terms of any

commitment by Beneficiary to make the Loans are merged into the Loan Documents. Except as incorporated in writing into the Loan Documents, there are no representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in the Loan Documents.

This Deed of Trust is intended by Grantor and Beneficiary as a final expression of this Deed of Trust and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Deed of Trust. No parol evidence of any nature shall be used to supplement or modify any terms.

[SIGNATURE PAGE FOLLOWS]



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

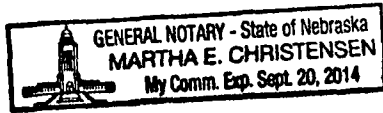
**GRANTOR:**

SFI LTD. PARTNERSHIP 16, a Nebraska  
limited partnership by its general partner 4400  
So. 76, Inc.

By: *D. Slosburg*  
Title: *Secretary*

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF DOUGLAS        )

The foregoing instrument was acknowledged before me on this 31<sup>st</sup> day of December, 2010 by *D. David Slosburg* the *Secretary* of 4400 So. 76, Inc., in its capacity as general partner of SFI Ltd. Partnership 16, a Nebraska limited partnership, as Grantor.



*Martha E. Christensen*  
Notary Public

**Exhibit A**

**Legal Description**

**PARCEL 2: 4400 South 76th Circle, Omaha, NE 68127 NE091580**

Titleholder: SFI LTD Partnership 16, a Nebraska limited partnership

**LEGAL DESCRIPTION:**

A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 2, Township 14 North, Range 12 East of the 6th P.M., in Omaha, Douglas County, Nebraska. Said tract lies immediately to the South and adjacent to the previously recorded tract known as the P.I.E. Property. The boundaries of said tract are described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 2, which point is on the center line of "F" Street; thence South 0°17' East along the Quarter Section line for a distance of 805 feet to the point of beginning of this description; thence continuing South 0°17' East along the Quarter Section line for a distance of 350 feet; thence due East for a distance of 1,007.89 feet to a point on the West line of 76th Street; thence North 0°09' West along the West line of 76th Street for a distance of 350 feet; thence due West 1,008.7 feet to the point of beginning, EXCEPT that part located in the Southwest corner taken by Papio-Missouri River Natural Resources District for Big Papillion Creek.

NOTE: In this description the North line of the Northeast Quarter of Section 2 (the center line of "F" Street) is assumed as true East and West.