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

This Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement ("Deed of Trust") made and entered into as of the 1st day of July, 2013, by and among Regency Retirement Residence of Omaha, a Nebraska not-for-profit corporation (the "Company"), as trustor and debtor, and the County of Douglas, Nebraska, duly existing under the laws of the State of Nebraska (the "Issuer"), as beneficiary and secured party, and to Access Bank, as assignee of the Issuer and as trustee hereunder (the "Trustee"); witnesseth:

That the Company in consideration of the sum of Four Million Two Hundred Forty Thousand Dollars (\$4,240,000) loaned to it by the Issuer pursuant to a certain Loan Agreement (the "Agreement") dated as of July 1, 2013, between the Issuer and the Company, and evidenced by a certain Note in the principal sum of Four Million Two Hundred Forty Thousand Dollars (\$4,240,000) (the "Series 2013 Note"), dated as of July 1, 2013, due September 1, 2031, unless sooner paid, bearing interest thereon in accordance with its terms, issued by the Company and payable to the Trustee under the Trust Indenture dated as of July 1, 2013, between the Issuer and said Trustee (the "Indenture"), does hereby irrevocably grant, convey, assign and grant a security interest to the Trustee, in trust, with power of sale, for the benefit of the Beneficiary hereunder, any and all of its right, title, and interest, now or hereafter acquired, in the following described property located in the County of Douglas, in the State of Nebraska and described in

113289

Exhibit B-1 attached hereto and made a part hereof (the "Land") together with all buildings, additions, and improvements now or contemplated to be constructed thereon, pursuant to the Agreement (the "Building") together with:

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Land or the Building and the reversion and reversions, remainder and remainders, and all land laying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, courtesy and rights courtesy, property, possession, claim and demand whatsoever, both in law and in equity, of Company of, in and to the Land or the Building and every part and parcel thereof, with the appurtenances thereto;

(b) all goods, goods which may become fixtures, fixtures, machinery, furniture, equipment, fixtures and other articles of personal property of every kind and nature whatsoever owned by Company, or in which Company has or shall have an interest, now or hereafter located upon or in the Land or the Building, or appurtenances thereto, including, without limitation such of the same as is used or usable in connection with the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or air conditioning purposes, or for sanitary or drainage purposes, or for the exclusion of vermin or insects, or for removal of dust, refuse or garbage, and all awnings, window shades, drapery rods, brackets, screens, floor coverings, incinerators and carpeting used in the operation of the Land or the Building (and all other personal property, either similar or dissimilar to the foregoing, used or usable in the operation of the Land or Building and located in and on the same), together with all replacements and substitutions therefor, now owned or hereafter acquired by Company and located in or on said Land or the Building, together with all materials intended for construction, reconstruction, alteration, and repair of the Building (hereinafter collectively called the "Equipment" with the Land, Building and Equipment hereinafter collectively called the "Project"), and the right, title and interest of Company in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code), superior in lien to the lien of the Deed of Trust; and together with all condemnation awards and rights under insurance policies and leases described below pertaining to said Land or the Building now or thereafter located thereon;

(c) all awards or payments, including interest thereon, which may be made with respect to the Project, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for any other injury to or decrease in the value of the Project;

(d) all leases, occupancy agreements and other agreements affecting the use, enjoyment or occupancy of the Project now or hereafter entered into (the "Leases") and all oil and gas or other mineral royalties, bonuses and accounts, rents, monthly charges, issues and profits from the Project (the "Rents") and all proceeds from the sale or other dispositions of the Leases;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Project, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Project;

(f) all utility deposits made to procure or maintain utility services to the Land or the Building and any money, cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents, including interest or income earned thereon held by Trustee under or in accordance with this Deed of Trust or the Indenture;

(g) the right, in the name and on behalf of Company, to appear in and defend any action or proceeding brought with respect to the Project and to commence any action or proceeding to protect the interest of Trustee in the Project;

(h) the products and proceeds of the property described in the above (b) through (g) inclusive.

TO HAVE AND TO HOLD the Project, together with all and singular the tenements, hereditaments, appurtenances, rights, privileges, and immunities now or hereinafter in any way belonging or appertaining thereto as security for the payment, when due, of the hereinafter described Notes, including the Series 2013 Note, and any and all indebtedness, obligations or liabilities of the Company as described herein, including the indebtedness, liabilities, or obligations of the Company to the Issuer or the Trustee under

and in accordance with the Agreement, and the Company hereby binds itself, its successors and assigns to warrant and forever defend all and singular the Project unto the Trustee and the Issuer, their successors and assigns against all persons now or hereafter claiming the same or any part thereof.

Concurrent with the execution and delivery of this Deed of Trust and the Series 2013 Note, the Issuer has issued Four Million Two Hundred Forty Thousand Dollars (\$4,240,000) principal amount of its Development Revenue Refunding Bonds (Bloomfield Forum Project) Series 2013 (the "Series 2013 Bonds") under the Indenture. The sum of Four Million Two Hundred Forty Thousand Dollars (\$4,240,000) loaned by the Issuer to the Company pursuant to the Agreement evidenced by the Series 2013 Note was provided by the Issuer from the proceeds of the Series 2013 Bonds.

The terms of the Series 2013 Note are identical with the terms of the Series 2013 Bonds, as to principal payment dates and amounts, interest rates and prepayment provisions.

Additional Bonds may be issued by the Issuer as provided in the Indenture and Additional Notes may be issued by the Company as provided in the Agreement (such Additional Notes and the Series 2013 Note are hereinafter collectively referred to as the "Notes"). The Series 2013 Bonds and any Additional Bonds (such Additional Bonds and the Series 2013 Bonds are hereinafter collectively referred to as the "Bonds") will be equally and ratably secured by the Notes.

As further security for the payment of the Bonds and any Additional Bonds the Issuer has, pursuant to the terms of the Indenture, assigned all of its rights in and to

the Notes and this Deed of Trust to the Trustee.

As additional security for the Notes, and the indebtedness, obligations or liabilities of the Company to the Issuer or the Trustee under and in accordance with the Agreement, the Company hereby covenants and agrees as follows:

SECTION 1. Title to the Project and the Status of the Lien of this Deed of Trust. The Company is lawfully seized of the fee simple title in and to the Land and the Company has a good right to sell, grant and convey the same; the lien of this Deed of Trust is a first, prior, and superior lien and encumbrance on the Land, subject only to Permitted Encumbrances as defined in the Agreement, and the Company hereby warrants and will defend fee simple title thereto against the lawful claims of all persons, subject only to such Permitted Encumbrances.

SECTION 2. The Notes. The Company agrees to pay the Notes with all interest thereon in accordance with their terms and to pay all sums, the failure to pay which may result in the acquisition of a lien prior to the lien of this Deed of Trust before such a prior lien may attach.

SECTION 3. Taxes and Assessments. Subject to the terms of Section 35, the Company agrees to pay:

(a) Before delinquent, all taxes and assessments of every type or nature affecting the Project;

(b) All other charges and encumbrances which may now or hereafter be or appear to be a lien prior to the lien of this Deed of Trust;

(c) All taxes upon this Deed of Trust or on the interest of the Issuer or the Trustee herein, or upon the Notes or debt secured hereby; provided, however, that the total amount so paid for any taxes pursuant to this subparagraph (c), together with the interest payable on said indebtedness,

shall not exceed the highest lawful rate of interest in Nebraska.

SECTION 4. Insurance Required to be Carried. The Company shall take up and continuously maintain in effect, during the period the Project is being constructed, builder's risk or any other such insurance and thereafter, so long as any of the Bonds remain outstanding:

(a) Comprehensive general liability insurance covering any and all liability of the insured with respect to or arising out of the ownership, maintenance, operation, use or occupancy of the Project, and all operations incidental thereto including, but not limited to, structural alterations, new construction and demolition, and including coverage for those hazards generally known in the insurance industry as explosion, collapse and underground property damage ("XCU"), said insurance to have limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability. In addition, said insurance shall insure the performance by Company with respect to liability assumed by Company under any written agreement between Issuer or Trustee and Company;

(b) Insurance ("Building Insurance") on all buildings, fixtures and improvements located on and forming a part of the Project (inclusive of foundations, footings and similar structures below grade) against all perils generally included within the classification of "all risks," including fire and flood, in amounts at least equal to the greater of : (i) the outstanding amount of the Series 2013 Bonds or (ii) the full replacement cost thereof (without deduction for depreciation) as such replacement cost shall be determined from time to time at the reasonable request of Trustee by an expert selected and paid by Company and approved by Trustee. In addition, the Building Insurance shall be written in such a manner that, in the event of loss, the amount of coverage afforded to the insured shall not be reduced or diminished by reason of the application of any co-insurance or average clause. Such insurance shall, during the course of any construction or repair of any improvements on the premises, be on All Risk Builder's Risk 100% Completed Value Non- Reporting Form or other form approved by Trustee;

(c) Insurance on personal property against fire and any peril generally included within the classification of "extended coverage" in amounts at least equal to the actual cash value thereof as such values shall be determined from time to time at the reasonable request of Trustee;

(d) Rental value or business interruption insurance (or a combination thereof as Trustee may require) on all buildings, fixtures and improvements located on and forming a part of the Project as above described (including parking and common areas) against loss by the perils covered by the Building Insurance in amounts of not less than one hundred percent (100%) of the total annual anticipated gross rental income, sales or receipts (including in the computation thereof the rental value of any portion of the Project occupied by Company) with a limit of not less than one year's gross receipts from all sources pertaining to the Project. Such rental value or business interruption insurance shall (i) be blanket on all buildings, fixtures and improvements (including parking and common areas), (ii) contain no monthly or other periodic limitation, and (iii) contain an endorsement extending the period of indemnity for not less than ninety (90) days after restoration of said buildings, fixtures and improvements is completed;

(e) To the extent not covered by the Building Insurance, boiler and machinery insurance ("Boiler- Machinery Insurance") on steam boilers and other steam apparatus and systems located from time to time on the premises and use and occupancy ("U & O") insurance thereon in such amounts and in such form as may be approved from time to time by Trustee;

(f) Additional insurance commonly referred to in the insurance industry as "Demolition and Increased Cost of Construction Insurance" covering loss of undamaged portions, demolition, site clearing, increased cost of construction and increased time of repair or replacement thereof occasioned by the operation of any law or ordinance regulating the construction, repair or use of said buildings, fixtures and improvements as above described;

(g) Workmen's or workers' compensation insurance as required by law and employer's liability insurance with limits of liability of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00);

(h) Such other insurance with respect to the Project in such amounts and against such insurable hazards as Trustee from time to time may reasonably require.

All such insurance shall be taken out and maintained in generally recognized responsible insurance companies carrying a Best rating of A+, or better, organized and qualified to do business in Nebraska, a certificate of each policy to be held by the Trustee

and shall be carried in the names of the Company, the Issuer, and the Trustee as their respective interests may appear and shall (a) provide that coverage shall not be revised, cancelled, terminated or reduced until at least thirty (30) days' written notice of such revision, cancellation, termination or reduction shall have been given to Trustee; and (b) contain standard mortgage clauses providing that all proceeds of insurance resulting from loss or damage covered thereby be paid to the Trustee and that all claims may be adjusted by the Company with the approval of the Trustee.

Subject to the terms of Section 35, the Company shall pay all premiums due prior to the same becoming delinquent. At least fifteen (15) days before the expiration of each such policy, the Company shall deliver to the Trustee a new and sufficient policy to take the place of the one so expired, and shall, upon request, provide a copy of said policy to the Issuer.

SECTION 5. Application of Proceeds of Insurance. The proceeds of insurance carried pursuant to the first paragraph of Section 4 shall be applied as provided in Section 6 hereof.

SECTION 6. Damage or Destruction. Unless the provisions of Section 7.01 of the Agreement are applicable and the Company has exercised its option to prepay the Notes in whole pursuant to such provisions, and as long as any Bonds remain outstanding under the terms of the Indenture, if the Project is destroyed, in whole or in part, or is damaged by fire or other casualty, the Company shall promptly give written notice thereof to the Trustee. All proceeds of insurance resulting from claims for such losses shall be paid to and held by the Trustee, under the terms of the Indenture, whereupon (i) the

Company will proceed promptly to repair, rebuild, or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction, with such changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Company and as will not impair the operating unity or capacity or the value of the Building as a facility for commercial or business enterprise and as will not impair the qualification of the Project as a "project" under the Act (as defined in the Agreement); and (ii) the Trustee shall apply so much as may be necessary of the proceeds of such insurance to the payment of the cost of such repair, rebuilding, or restoration, either on completion thereof or as the work progresses, upon certification by the Company of such costs for work in place and which certification shall contain a statement that no default has occurred under the Agreement, the Notes, or this Deed of Trust which has not been remedied. In the event said proceeds are not sufficient to pay in full the costs of such repair, rebuilding, or restoration, the Company will nonetheless complete the work therefor and will pay that portion of the costs thereof in excess of the amount of said proceeds. Any balance of such proceeds remaining after payment of all the costs of such repair, rebuilding, or restoration shall be paid into the Bond Fund and used by the Trustee to make partial repayment on the Notes and to redeem outstanding Bonds, under the terms of the Indenture. If no Bonds remain outstanding under the terms of the Indenture, all proceeds will be paid to the Company.

All moneys held by the Trustee under the provisions of the preceding paragraph shall, at the written request of the Company, be invested or reinvested by the Trustee as specified by the Company (by one of the authorized representatives of the

Company) in such request in one or more of the investments enumerated in Section 3.05 of the Agreement. Any earnings or profits of such investments shall be considered as part of such proceeds and the Company shall forthwith pay to the Trustee the amount of any losses on such investments.

SECTION 7. Condemnation. Unless the provisions of Section 7.01 of the Agreement are applicable and the Company has exercised its option to prepay the Notes in whole pursuant to such provisions, and as long as any Bonds remain outstanding under the terms of the Indenture, all moneys and awards payable as damages and/or compensation for the taking of title to or possession of, or for damage to any portion of the Project by reason of any condemnation, eminent domain, change of grade, or other proceeding shall be paid to the Trustee and such moneys and awards are hereby assigned to the Trustee. If no default is continuing under the Agreement, the Notes, or this Deed of Trust, the Trustee will cause said proceeds received by it to be applied in one or more of the following ways as shall be directed in writing by the Company:

(a) The restoration of the Building or other improvements located on the Land to substantially the same condition as they existed prior to the exercise of the said power of eminent domain; or

(b) The acquisition by construction or otherwise, by the Company of other improvements suitable for the Company's operations at the Project (which improvements shall be deemed a part of the Project) provided that such improvements shall be acquired by the Company subject to no liens or encumbrances prior to the lien of this Deed of Trust; or

(c) The partial prepayment of the Notes and redemption of the principal of any of the Bonds together with accrued interest thereon to the Date of Redemption (as defined in the Agreement) and the applicable premium pursuant to the terms of the Indenture; provided that no part of any such condemnation award may be applied for such prepayment unless (i) all of the Bonds are to be redeemed in accordance with the Indenture; or (ii) in

the event that less than all of the Bonds are to be redeemed, the Company shall furnish to the Issuer and the Trustee a certificate of a registered and qualified engineer acceptable to the Trustee stating (1) that the property forming a part of the Project that was taken by such condemnation proceedings is not essential to the Company's use or occupancy of the Project, or (2) that the Project has been restored to a condition substantially equivalent to its condition prior to the taking by such condemnation proceedings, or (3) that improvements have been acquired which are suitable for the Company's operation at the Project as contemplated by the foregoing subsection (b) of this Section; or

(d) If the foregoing subsection (c) of this Section is not applicable, payment into the Bond Fund for use by the Issuer in making prepayments on the Notes and redeeming Bonds under the terms of the Indenture or, if no Bonds then remain outstanding, under the terms of the Indenture, to the Company.

Unless the Company shall have given notice of its election to exercise its option to prepay the Notes pursuant to the provisions of Section 7.01 of the Agreement, within 45 days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Company shall direct the Issuer and the Trustee in writing as to which of the ways specified in this Section the Company elects to have the condemnation award applied.

Any moneys held by the Trustee under the provisions of the preceding paragraph shall, at the written request of the Company, be invested or reinvested by the Trustee as specified by the Company (by one of the Authorized Company Representatives, as defined in the Agreement) in such request in one or more of the investments enumerated in Section 3.05 of the Agreement. Any earnings or profits on such investments shall be considered as part of the proceeds and the Company shall forthwith pay to the Trustee the amount of any losses on such investments.

SECTION 8. Maintenance and Repair. The Company shall keep the

Project in good condition and repair making from time to time all necessary repairs thereto and renewals and replacements thereof, and covenants not to commit or permit waste thereof, and shall not remove or demolish nor alter or impair the design or structural character of any building, fixture, equipment, or other improvements now or hereafter situated upon the Project without the prior written consent of the Trustee, and shall not do or permit any other act or thing that will damage the Project or cause the same to depreciate in value.

SECTION 9. Removal of Equipment. The Company may remove and dispose of items of Equipment from the site of the Project as is provided in the Agreement.

SECTION 10. Release of Certain Land. The Issuer and the Trustee reserve the right, at their sole discretion, at any time and from time to time to (i) release from this Deed of Trust any unimproved part of the Land (on which neither the Building nor any Equipment as defined in the Agreement is situated) on which the Company then proposes to construct improvements which are not part of the Project; (ii) release from this Deed of Trust any part of the Land with respect to which the Company proposes to grant an easement or convey fee title to a railroad, public utility, or public body in order that railroad, utility services, or roads may be provided for the Project, provided that in either case there shall be deposited with the Trustee the written consent of the Original Purchaser of the Series 2013 Bonds.

SECTION 11. Assignment of Rents, Issues, and Profits. All leases or occupancy agreements with respect thereto and all of the accounts, rents, monthly charges, issues, proceeds, and profits of the Project are hereby assigned to the Issuer

and the Trustee as further security for the payment of the indebtedness and performance of the obligations, covenants, promises, and agreements secured hereby. In case Company defaults in the performance of any of the covenants, promises, and agreements secured hereby or in the performance of any of the Company's agreements herein contained, or in the Agreement, or any of the Notes the Trustee shall be entitled at any time without notice, in its sole discretion, either by its agents, attorneys, employees, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, to enter upon and take possession of the Project or any part thereof, and to do and perform any act that the Trustee may deem necessary or proper to conserve the value thereof, and to collect and receive all accounts, rents, monthly charges, issues, and profits therefrom, including those past due and unpaid, as well as those accruing thereunder. The Company further agrees that the Trustee may also take possession of, and use any and all personal property contained in the Project and used by the Company in the operation, rental or leasing of the Project, or any part thereof. The Trustee shall apply all such accounts, rents, monthly charges, issues, and profits collected or received by it in the manner as provided in the Indenture. The expense (including receiver's fees, if any, the compensation to any agent appointed by the Trustee, and counsel fees and costs and disbursements) incurred in taking possession and effecting such collection, shall be deemed a portion of the expense of this Deed of Trust secured hereby. Neither the collection of such accounts, rents, monthly charges, issues, and profits and the application or release thereof as aforesaid, shall cure or waive any default. Said accounts, rents, monthly charges, issues, and profits may be applied upon

any indebtedness and/or obligation secured hereby as provided in the Indenture.

SECTION 12. Compliance with Laws. The Company shall comply with all the laws, ordinances, regulations, covenants, conditions and restrictions affecting the Project and covenants not to suffer or permit any act to be done in or upon the Project in violation thereof.

SECTION 13. Advances. Upon the Company's failure to comply with the preceding covenants and agreements as to payment of prior liens, taxes, assessments, and charges, maintenance of insurance and repairs as contained in the preceding Sections 3, 4, and 8, the Trustee without prejudice to any rights given herein, may make advances to perform the same on behalf of the Company, and the Company hereby agrees to repay all sums so advanced, on demand, with interest thereon, from the date advanced at the rate of 18 percent per annum, and all sums so advanced with interest as aforesaid until paid by the Company shall be immediately due and payable and be added to and become a part of any indebtedness, liability or obligation secured hereby in such manner or order as the Trustee may desire or determine, having the benefit of the lien hereby created as a part thereof, and of its priority, but no such advances shall be deemed to relieve the Company from any default hereunder or impair any right or remedy consequent thereon, and the exercise of the rights to make advances granted in this Section shall be optional with the Trustee and not obligatory, and the Trustee shall not in any case be liable to the Company for failure to exercise any such right.

SECTION 14. This Section intentionally left blank.

SECTION 15. Litigation. If any action or proceedings be commenced, to

which action or proceedings the Issuer or the Trustee is made a party, or in which the Trustee deems it necessary to appear or answer in order to uphold the lien of this Deed of Trust or the priority hereunder, all sums paid or incurred by the Issuer and the Trustee for attorney fees and other expenses in such action or proceeding shall be repaid by the Company, together with interest thereon from the date of payment by the Trustee at the rate of 9 percent per annum, and all such sums and the interest thereon shall be immediately due and payable and shall be added to and become a part of any indebtedness or obligation secured hereby in such manner or order as the Trustee may desire or determine, and be secured hereby, having the benefit of the lien hereby created and of its priority.

SECTION 16. Non-Waiver. Acceptance by the Trustee of any sum in payment or part payment of any indebtedness secured hereby, after the same is due or after foreclosure proceedings are filed, shall not constitute a waiver any remaining default or invalidate any foreclosure proceedings for any such remaining default or prejudice any of the rights of Issuer or the Trustee under this Deed of Trust. Further, the failure of the Trustee to insist upon the strict performance of any of the covenants or agreements of the Company contained in this Deed of Trust, or the delay by Trustee in the enforcement of any of its remedies herein upon any default of the Company shall never constitute a waiver of any requirement or obligation of the Company or right or remedy of the Trustee contained in or based upon said covenants or agreements.

SECTION 17. Severability. If any provisions hereof should be held unenforceable or void, then such provision shall be deemed separate from the remaining

provisions and shall in no way affect the validity of the remaining portions of this Deed of Trust.

SECTION 18. Security Interest. An express security interest is hereby granted to the Issuer and the Trustee in respect to any part of the Project which under the Nebraska Uniform Commercial Code might now or hereafter be construed or considered as personal property and this Deed of Trust shall constitute a security agreement in respect thereto. This Deed of Trust further constitutes a financing statement with respect to the Project under the Nebraska Uniform Commercial Code.

From the date of its recording, this Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Project (as more particularly described in item (b) of the granting clause of this Deed of Trust) which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

- (a) Name and address of Debtor:
Regency Retirement Residence of Omaha
9804 Nicholas Street
Omaha, Nebraska 68114
Attention: President

- (b) Name and address of Secured Party:
County of Douglas, Nebraska
c/o Chief Administration Officer
Omaha/Douglas Civic Center
1890 Farnam Street
Omaha, Nebraska 68613

With a copy to County Clerk

- (c) Name and address of Assignee of Secured Party:
Access Bank
8712 West Dodge Road

Omaha, Nebraska 68114
Attention: President

(d) This document covers goods which are to become fixtures.

SECTION 19. Construction. This Deed of Trust shall be construed according to the laws of the State of Nebraska.

SECTION 20. Mortgage of the Project. The Company will not, now or in the future, mortgage, pledge, or encumber or place any lien or encumbrance (or permit same to exist) on the Project, as defined in this instrument, or any part thereof without the prior written consent of the Trustee, except for this Deed of Trust or Permitted Encumbrances (as defined in the Agreement).

SECTION 21. Sale of the Project. If the Project or any portion thereof is sold or otherwise transferred, whether voluntarily or by operation of law except in accordance with Sections 9 and 10 hereof or if any other event or transaction occurs which is prohibited under Section 5.03 of the Agreement, without the prior written consent of the Issuer and Trustee, then the Trustee shall have the right at its option subject to the provisions of Section 24(b) hereof to declare the indebtedness secured hereby immediately due and payable.

SECTION 22. Inspection of the Project. The Issuer or the Trustee is authorized by itself, its agents, or workmen to enter at any time upon any part of the Project and the improvements thereon situated for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of this Deed of Trust.

SECTION 23. Reconveyance. Upon payment of all sums secured by this

Deed of Trust, the Beneficiary shall request Trustee to reconvey the Project and shall surrender this Deed of Trust and the Notes (and any additional obligations then secured hereby) to the Trustee. The Trustee shall reconvey the Project without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

SECTION 24. Acceleration; Remedies. Upon Company's breach of any covenant or agreement of Company provided for in this Deed of Trust or the Indenture, the Notes or the Agreement, including the covenants to pay when due any sums secured by this Deed of Trust, then Trustee at its option may declare all sums secured by this Deed of Trust with interest thereon to be immediately due and payable without further demand or notice and may foreclose this Deed of Trust in the manner provided by law and shall be entitled to any other remedies permitted at law or in equity to recover all such sums with interest thereon.

Trustee shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable attorney's fees, costs of documentary evidence, abstracts, title reports and Trustee's fees, to the extent permitted by law.

If the power of sale is to be invoked, the Trustee shall record a notice of default in each county in which the Project or some part thereof is located and shall mail copies of such notice in the manner prescribed by applicable law to the Company and to any other persons required by applicable law. After the lapse of such time as may be required by applicable law, Trustee shall give public notice of sale to the persons and in the manner

prescribed by applicable law. Trustee, without demand on Company, shall sell the Project at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any part of the Project by public announcement at the time and place of any previously scheduled sale. The Trustee or any designee of the Trustee may purchase the Project at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser a Trustee's deed conveying the Project sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: a) to the payment of all reasonable costs and expenses of the sale, including, but not limited to, Trustee's fees of not more than one percent (1%) of the gross sale price, reasonable attorney's fees (to the extent permitted by law) and costs of title evidence; (b) to the payment of all sums secured by this Deed of Trust; (c) to the payment of junior trust deeds, mortgages or other lienholders; and (d) the balance, if any, to the person or persons legally entitled thereto, all as provided by law.

SECTION 25. Company's Right to Reinstate. Notwithstanding the Trustee's or the Trustee's acceleration of the sums secured by this Deed of Trust, Company shall have the right to have any proceedings begun by the Trustee to enforce the power of sale under this Deed of Trust discontinued at any time within one month after the filing for record of the notice of default above provided if: (a) the Company pays the Trustee all sums which would be then due under this Deed of Trust, the Indenture, the Note and the

Loan Agreement had no acceleration occurred; and (b) Company pays all reasonable costs and expenses incurred by the Trustee and Trustee in enforcing the covenants and agreements of the Company contained in this Deed of Trust and in enforcing the Trustee's and Trustee's remedies as provided in Section 24 hereof, including, but not limited to, Trustee's fees actually incurred and reasonable attorney's fees, both to the extent permitted by law. Upon such payment by Company, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. If upon the acceleration of the sums secured hereby, the Trustee elects to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, the right of reinstatement described in this Section 25 shall not apply (as and to the fullest extent permitted by law).

After default, in order to facilitate Trustee's enforcing its rights and remedies as a secured party under the Nebraska Uniform Commercial Code (the "UCC"), Company hereby agrees that Trustee or its representatives may take possession of such of the Project as is not real estate and may enter any premises of Company to take possession of said properties and the proceeds thereof; authorizes and empowers Trustee and its representatives to take possession of said properties and the proceeds thereof from any and all third parties; and acknowledges and agrees that Trustee's taking possession of said properties and the proceeds thereof will not be considered as a breach of the peace and may be done without the order of any court.

Company hereby agrees that upon Trustee's taking possession of the said properties and the proceeds thereof, Trustee shall have and is hereby granted the right to

use, improve, operate, hold, lease, sell, or otherwise dispose of said properties and the proceeds thereof or any portion thereof, in such a manner and for such an amount as Trustee, in its sole discretion, deems to be in the best interest of the holders of the Bonds.

Company acknowledges and agrees, in the event that all or any portion of said properties are sold or otherwise disposed of by Trustee, it shall be liable for any deficiency due under the Notes after the proceeds of the disposition of the said properties are applied pursuant to the UCC.

Company hereby agrees that it shall and will indemnify and hold harmless Issuer and Trustee at all times from and after the date of this Deed of Trust, for and from any and all claims, losses, damages, charges, and expenses of every and any kind and character whatsoever growing out of or referable to this Deed of Trust, growing out of or referable to Trustee's taking possession of said properties, growing out of or referable to any and all actions taken or not taken by Issuer or Trustee as a secured party or mortgagee, or growing out of or referable to any and all actions taken or not taken by Issuer or Trustee in using, improving, operating, holding, leasing, or selling or otherwise disposing of all or any portion of said properties.

SECTION 26. Amendments, Changes, and Modifications. The Deed of Trust may not, in any manner, be amended, changed, modified, altered, or released without the written consent of the parties hereto and the Trustee, and pursuant to Article XII of the Indenture.

SECTION 27. Additional Notes. This Deed of Trust shall stand as security for all Additional Notes for loans authorized to be made under the Agreement, as well as

the Series A Note and any and all future and additional advances made to the Company. All Additional Notes shall be equally and ratably secured along with the Notes under the terms of this Deed of Trust.

SECTION 28. Attorneys' Fees. The Company hereby agrees in the event of foreclosure to pay to the Trustee (and, if appropriate, the Issuer) such reasonable attorneys' fees as are authorized by law, together with the cost of extending the abstract and all court costs.

SECTION 29. Definition of Terms. The terms "Company," "Issuer," and "Trustee" wherever used in this instrument shall be construed to include heirs, legatees, devisees, executors, administrators, successors, and assigns where the context may require or permit and the covenants and agreements herein contained shall bind and inure to the benefit of the Company, the Issuer and the Trustee and their respective heirs, executors, administrators, successors, and assigns and the terms "Company," "Issuer," and "Trustee" shall include singular and plural, regardless of gender. All other terms used herein which are defined in the Agreement shall have the same meanings when used herein as assigned them in the Agreement unless the context otherwise requires.

SECTION 30. Waiver. If applicable and if permitted by law, the Company hereby waives and releases any and all rights and remedies related to marshalling of liens and assets, redemptions, and statutes or limitations.

SECTION 31. Notices. All notices or other communications shall be sufficiently given and shall be deemed given on the fifth day following the day on which the same have been mailed by certified mail, postage prepaid, addressed as follows: If to the

Issuer, at the County of Douglas, Nebraska, c/o Chief Administration Officer, Omaha/Douglas Civic Center, 1890 Farnam Street, Omaha, Nebraska 68613, with a copy to County Clerk; if to the Company, at Regency Retirement Residence of Omaha, 9804 Nicholas Street, Omaha, Nebraska 68114, Attention: President; if to the Trustee, at Access Bank, 8712 West Dodge Road, Omaha, Nebraska 68114, Attention: Chief Lending Officer. The Issuer, the Company and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

SECTION 32. Usury. Notwithstanding any provision herein or in the Notes or the Agreement, the total liability for payments in the nature of interest shall not exceed the limits now or hereafter imposed by the usury laws of Nebraska.

SECTION 33. Recording. Company covenants that it will cause, at its expense, this Deed of Trust and all supplements thereto and all financing statements deemed reasonably necessary by the Trustee, to be kept recorded and filed in such manner and in such places as may be required by the Trustee.

SECTION 34. Environmental Matters.

(a) Certain Defined Terms. As used in this paragraph and unless otherwise expressly indicated, the following terms shall have the following meanings (such meanings to be equally applicable in both the singular and plural forms):

"Applicable Environmental Law" means the Clean Water Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act ("SARA"), the Toxic Substances Control Act, the Occupational Safety and Health Act ("OSHA"), and any other federal, state or local statute, rule or regulation in

effect in any jurisdiction in which Company is or hereafter may be doing business or where the Project or any other real or personal property owned, occupied, operated or used by Company is or hereafter may be located, pertaining to health, the environment (as defined in CERCLA), or any Contaminant, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, as enacted or amended, and all licenses, orders, permits, certificates or the like promulgated under any of the foregoing.

"Contaminant" means any pollutant, hazardous or toxic substance or waste, or contaminated material, including petroleum and petroleum products, asbestos and asbestos-containing products, ureaformaldehyde and all other materials and substances designated or regulated as a hazardous or toxic substance or waste, pollutant or contaminant under any Applicable Environmental Law.

"Enforcement Action" means any pending or threatened action, proceeding, investigation or order instituted by the United States Environmental Protection Agency, any other federal, state or local governmental authority, or any other individual or entity, related to any suspected or actual Environmental Activity, Contaminant, or noncompliance with any Applicable Environmental Law on, at, through or under any of the Project or any other real or personal property owned, occupied, constructed, operated or used by Company or any business conducted thereon or therewith.

"Environmental Activity" means any past, present or future, storage, holding, existence, release, threatened release, production, emission, discharge, spilling, leaking, migrating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, generation, processing, treatment, abatement, handling or transportation of any Contaminant on, at, through or under the Project or any other property owned, occupied, constructed, operated or used by Company not in compliance with any Applicable Environmental Law.

"Release Date" shall mean the date on which (a) the debt secured by this Deed of Trust have been paid and performed in full and this Deed of Trust has been released, and (b) if the Trustee and Issuer becomes the owner of the Project by way of foreclosure of the lien hereof, deed in lieu of such foreclosure or otherwise, the Project has been sold by it.

"Site Assessment Report" means any site environmental assessment report pertaining to the Project, procured by or presented to Trustee and Issuer in conjunction with this Deed of Trust.

(b) Environmental Representations and Warranties. Company hereby represents and warrants to Trustee and Issuer that, except as set forth in the Site Assessment Report:

(i) The Project is free of any Contaminants and neither Company nor any other person (including, but not limited to, prior owners, occupiers, operators or users of the Project) has ever caused or permitted any Contaminant to be manufactured, placed, generated, stored, held, transferred, processed, produced, transported or disposed on, at, through or under the Project.

(ii) The Project and any and all other real or personal property owned, occupied, operated, or used by Company, is in full and complete compliance with all Applicable Environmental Laws.

(iii) Neither Company nor any other person (including, but not limited to, prior owners, occupiers, operators or users of any of the Project) has ever caused or permitted (through any action or inaction, intentional or unintentional) any Environmental Activity or other noncompliance of the Project with any Applicable Environmental Law.

(iv) Company and all other owners, occupiers, operators or users of any of the Project are owning, occupying, operating and using the Project only in full compliance with all Applicable Environmental Laws.

(v) No lien has or is currently attached to any revenues or any real or personal property owned by Company including, but not limited to, the Project, and Company has no other absolute, contingent or threatened liability as a result of any governmental authority or any other individual or entity expending monies as a result of any actual or alleged Environmental Activity, existence of a Contaminant or violation of an Applicable Environmental Law on, through or under any of the Project or any other real or personal property owned, occupied, operated, or used by Company or any violation of any Applicable Environmental Law.

(vi) Company has caused no condition to exist (through its action or inaction, intentional or unintentional) and to the best of Company's knowledge, after reasonable inquiry, no condition does exist, as to any parcel of property contiguous with any of the Project or located within five hundred (500) yards of the perimeter of the Project, which would require disclosure under this paragraph if such property were the Project.

(vii) Neither Company nor any other person (including, but not limited to, prior owners, occupiers, operators or users of any of the Project) has received any notice or advice of any Enforcement Action.

(c) Environmental Activity. Company shall not, from the date hereof to the Release Date, cause or permit (by its action or inaction, intentional or unintentional) the occurrence or continuance of any Environmental Activity or any other noncompliance with any Applicable Environmental Law.

(d) Use of Contaminants. Company will not use, generate, transport, treat, handle, store or dispose of any Contaminants upon or with any of the Project except those Contaminants used, generated, transported, treated, managed, handled, stored or disposed of in the ordinary course of Company's business and as in the Site Assessment Report. Company will procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental regulatory approvals required for the conduct of Company's business including, without limitation, discharge of properly treated materials or wastes in sanitary sewers serving the Project. Company will exercise prudent skill and care (which standard of care shall be defined by reference to the then current technology and best practices then in use in the industry in which Company conducts his business) in the handling, use, generation, treatment, transport, disposal or management of any Contaminants and no Contaminants will be permitted to be accumulated on the Project in amounts in excess of those required in the ordinary course of Company's business as described above. All amounts of such materials which may be accumulated will be handled, used, disposed, managed, transported, treated and stored in compliance with all Applicable Environmental Laws.

(e) Additional Environmental Covenants. Company shall, from the date hereof to the Release Date, unless the Trustee and Issuer shall otherwise consent in writing:

(i) Comply fully with all Applicable Environmental Laws with respect to the Project and any and all other real or personal property owned, occupied, operated or used by Company.

(ii) Obtain and maintain in full force and effect, any permit, license, or similar authorization required by any Applicable Environmental Law to own, construct, occupy, operate or use the Project or any other real or personal property owned, occupied, operated or used by Company or for the conduct of any business conducted thereon or therewith by Company or any other person.

(iii) Take any and all actions necessary to prevent any actual or threatened Environmental Activity or any other violation of any Applicable Environmental Law; and in the event that such Environmental Activity or other violation of Applicable Environmental Law is threatened or does occur, take any and all steps necessary to prevent the occurrence or continuation thereof, and to correct or remediate any effect thereof in accordance with the provisions of any Applicable Environmental Law.

(iv) If Company shall receive notice or obtain any other knowledge of any Enforcement Action; receive notice or obtain any other knowledge that any Environmental Activity or any other violation of Applicable Environmental Law has or may have occurred or is about to occur; receive notice from any governmental authority or private party alleging that Company may be liable or responsible for costs associated with response to or cleanup of any Environmental Activity or any other violation of any Applicable Environmental Law or any consequence thereof; or receive notice of the enactment or promulgation of any Applicable Environmental Law not in force as of the date hereof which would impair the value of any of the Project to Trustee and Issuer; then Company shall notify Trustee and Issuer within three (3) days of Company's receipt thereof and shall provide Trustee and Issuer with such additional information in regard thereto as Trustee and Issuer may from time to time request.

(f) Indemnification. Company indemnifies, agrees to indemnify and hold Trustee and Issuer harmless from and against, and to reimburse it with respect to, any and

all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including but not limited to attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, asserted against or incurred by Trustee and Issuer at any time and from time to time by reason of or arising out of (i) the breach of any representation or warranty of Company set forth herein; and (ii) the failure of Company to perform any obligation herein required to be performed by Company, from the date hereof to the Release Date; provided, however, this indemnity shall not apply with respect to matters solely caused by the gross negligence or willful misconduct of the Trustee and Issuer. This indemnity applies, without limitation, to any violation from the date hereof to the Release Date of any Applicable Environmental Law and any and all matters arising out of any act, omission, event or circumstance existing or occurring on or prior to the Release Date (including without limitation the presence on the Project or release from the Project of any Contaminant), regardless of whether such act, omission, event or circumstance constituted a violation of any Applicable Environmental Law at the time of its existence or occurrence; provided, however, such indemnity shall not apply with respect to matters solely caused by or arising out of the gross negligence or willful misconduct of Trustee and Issuer. The provisions of this subparagraph shall survive the Release Date and shall continue thereafter in full force and effect.

(g) Additional Events of Default. Notwithstanding any other provisions contained in this Deed of Trust to the contrary, in addition to the Events of Default as set forth in this Deed of Trust, the Debt shall become due at the option of Trustee and Issuer, upon any one or more of the following events, which shall constitute "Additional Events of

Default."

(i) If any governmental authority or other individual or entity asserts or creates a lien on any or all of the Project by reason of any Environmental Activity or any other violation of any Applicable Environmental Law; or

(ii) If any governmental authority or other individual or entity asserts any claim against Company, any of the Project or any other real or personal property owned, occupied, operated or used by Company for damages or costs relating to a response to Environmental Activity or any other violation of any Applicable Environmental Law; provided, however, such claim shall not constitute an Additional Event of Default if, within five (5) business days of the assertion of the claim: Company shall prove to Trustee's and Issuer's satisfaction that Company has commenced and is diligently pursuing either (1) a cure or remediation of any circumstance which constitutes the basis for the claim, and continues diligently to pursue such cure or remediation to completion or (2) proceedings for an injunction, a restraining order or other appropriate relief preventing such governmental authority or individual or entity from asserting such claim, which relief is granted within ten (10) business days of the claim and the injunction, order or relief is not thereafter dissolved or reversed on appeal; and in either of the foregoing events, Company has posted a bond, letter of credit or other security satisfactory in form, substance and amount to Trustee and Issuer to secure the proper and complete satisfaction of the claim, as alleged.

(h) Additional Rights. Not in limitation but in addition to any other rights

Trustee and Issuer may have under this Deed of Trust, Trustee and Issuer shall have the following rights and remedies with respect to the environmental status of the Project:

(i) Trustee and Issuer shall have the right (but not the obligation) to, at any time, enter on and upon the Project at any time and from time to time for the purpose of making such audit tests, inspections, and examinations, including subsurface exploration and testing, as Trustee and Issuer, in its discretion, deems necessary, convenient, or proper to determine whether the ownership, use and operation of the Project and the conduct of the activities engaged in thereon are in compliance with Applicable Environmental Law. Trustee and Issuer, or its designated agents, shall have the right to inspect and copy all of Company's records relating to environmental matters and to enter all buildings or facilities of Company for such purpose. In confirmation of Trustee's and Issuer's rights to inspect and copy all of Company's records relating to environmental

matters and to secure Company's obligations to Trustee and Issuer under this Deed of Trust, Company hereby grants to Trustee and Issuer a continuing security interest in and to all of Company's existing and future records with respect to environmental matters, whether or not located at the Project or elsewhere, whether or not in the possession of Company or some third party (including any federal, state, or local agency or instrumentality) and whether or not written, photographic, or computerized, and the proceeds and products thereof. Trustee and Issuer, or its designated agent, may interview any or all of Company's agents and employees regarding environmental matters, including any consultants or experts retained by Company, all of whom are directed to discuss environmental issues fully and openly with Trustee and Issuer or its designated agent and to provide such information as may be requested by Trustee and Issuer. All of the costs and expenses incurred by Trustee and Issuer with respect to the audits, tests, inspections and examinations which Trustee and Issuer may conduct, including the fees of the engineers, laboratories and contractors, shall be paid by Company. Trustee and Issuer may, but shall not be required to, advance such costs and expenses on behalf of Company. All sums so advanced shall bear interest at the Default Rate provided in the Note.

(ii) Trustee and Issuer shall have the right (but not the obligation) and without limitation of Trustee's and Issuer's other rights under this Deed of Trust, to enter onto any of the Project to conduct or to take such other actions as it deems necessary or advisable to clean up, remediate, encapsulate, remove, resolve or minimize the impact of, or otherwise deal with, any Contaminants or Enforcement Actions or violations of any Applicable Environmental Law pertaining to the Project or any part thereof which could result in an order, suit or other action against Company or which, in the sole opinion of Trustee and Issuer, could otherwise jeopardize its security under this Deed of Trust. All reasonable costs and expenses incurred by Trustee and Issuer in the exercise of any such rights shall be secured by this Deed of Trust and shall be payable together with interest at the Default Rate provided in the Note, by Company upon demand.

(iii) Trustee and Issuer shall have the right (but not the obligation), in its sole discretion, to require Company to establish and maintain (at Company's sole expense) a system for the purpose of monitoring compliance with any and all Applicable Environmental Law, and to periodically (but not more frequently than annually, unless an Enforcement Action is then outstanding or an Event of Default under this Deed of Trust has occurred, in which case this limitation will not apply) require the performance (at Company's sole expense) of an environmental assessment of any of the Project and any or all other real or personal property owned, occupied, operated, or used by Company or any business conducted thereupon or

therewith, satisfactory in scope, form and content to Trustee and Issuer. Said environmental assessment must be performed by an environmental consultant satisfactory to Trustee and Issuer. Should Company fail to provide said environmental assessment within thirty (30) days of Trustee's and Issuer's written request, Trustee and Issuer shall have the right but not the obligation to retain an environmental consultant to perform said environmental assessment. All costs and expenses incurred by Trustee and Issuer in the exercise of such rights shall be secured by this Deed of Trust and shall be payable together with interest at the Default Rate provided in the Note, by Company upon demand.

SECTION 35. Escrow Fund. If requested in writing by Trustee, Company shall pay to Trustee on the day monthly installments of principal and/or interest are payable under the Notes (or on another day designated in writing by Trustee), until the Notes are paid in full, a sum (herein "Funds") equal to one-twelfth (1/12) of (a) the yearly taxes and assessments which may be levied on the Project, and (b) the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insurance covering the Project as Trustee may require pursuant to this Deed of trust, all as reasonably estimated initially and from time to time by Trustee on the basis of assessments and bills and reasonable estimates thereof. Any waiver by Trustee of a requirement that Company pay such Funds may be revoked by Trustee, in Trustee's sole discretion, at any time upon notice in writing to Company. Trustee may require Company to pay to Trustee, in advance, such sums for other taxes, charges, premiums, assessments and impositions relating to Company or the Project, payment of which Trustee reasonably shall deem necessary to protect any of the liens or security interests of Trustee covered by this Deed of Trust ("Other Impositions"). Unless otherwise provided by applicable law, Trustee may require Funds for Other Impositions to be paid to Trustee by Company in a lump sum or in periodic installments, at Trustee's option.

The Funds shall be held by Trustee or, at Trustee's option, in another institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Trustee shall apply the Funds to pay said taxes, assessments, insurance premiums and Other Impositions as they become due provided that Company is not in breach of any covenant or agreement of Company in this Deed of Trust. Trustee shall make no charge for so holding and applying the Funds, analyzing said account or for verifying and compiling said assessments and bills, unless Trustee pays Company interest, earnings or profits on the Funds and applicable law permits Trustee to make such a charge. Trustee shall not invest the Funds and Trustee shall not be required to pay Company any interest, earnings or profits on the Funds. Trustee shall give to Company, without charge, an annual accounting of the Funds, in Trustee's usual format, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are hereby pledged as additional security for the indebtedness secured by this Deed of Trust.

If the amount of the Funds held by Trustee at the time of the annual accounting thereof shall exceed the amount deemed necessary by Trustee to provide for the payment of taxes, assessments, insurance premiums, and Other Impositions, as they fall due, such excess may be refunded to Company or the Authorized Company Representative as defined in the Agreement, following such audit or may be applied by Trustee at its option to payments due in the future. If at any time the amount of the Funds held by Trustee shall be less than the amount deemed necessary by Trustee to pay taxes, assessments, insurance premiums, and Other Impositions, as they fall due,

Company shall pay to Trustee any amount necessary to make up the deficiency within thirty (30) days after written notice from Trustee to Company requesting payment thereof.

Upon Company's breach of any covenant or agreement of Company in this Deed of Trust, Trustee may apply, in any amount and in any order as Trustee shall determine, in Trustee's sole discretion, any Funds held by Trustee at the time of application (a) to pay taxes, assessments, insurance premiums and Other Impositions which then are due, or (b) as a credit against any indebtedness secured by this Deed of Trust. Upon payment in full of all sums secured by this Deed of Trust, Trustee shall promptly refund to Company any unapplied Funds held by Trustee.

Trustee hereby agrees to waive its right to require payment of the Funds so long as Company does not default under the Notes, this Deed of Trust, or any other instrument securing the Notes or other Loan Documents provided that Company provides Trustee with timely evidence satisfactory to Trustee that all taxes, assessments, premiums and, if requested by Trustee, Other Impositions have been paid in full prior to delinquency. If such a default occurs or if Company does not provide such evidence, Trustee may revoke its waiver at any time thereafter by giving written notice thereof to Company.

SECTION 36. Limitation of Company's Liability. Notwithstanding any provision to the contrary contained in this Note, the Deed of Trust or Loan Agreement (collectively the "Loan Documents"), this Note shall be generally non-recourse against Company, except as otherwise provided herein. Except as otherwise provided herein,

recourse in any suit for damages or any money judgment against Company for principal, interest and other sums due on the Loan Documents shall be limited to (a) the Project as described in the Deed of Trust and other Loan Documents and the income including, among other things, fee or rental income due or becoming due on and after the date Company's payment of any monthly installment or other payment or sum is due (in the case of a monetary default) or on and after the date of performance of the act or of failure of performance of the act prohibited or required by the Loan Documents (in the case of a non-monetary default); (b) any funds held by Trustee pursuant to the Loan Documents; (c) insurance and condemnation awards, rights, and proceeds; (d) the cost to repair or restore the Project as a result of a casualty loss to the extent not reimbursed by insurance proceeds; and (e) escrow and security deposits. Nothing in this paragraph shall prejudice the rights of Trustee as against Company or any other entity now or hereafter liable under any guaranty, bond, lease, policy of insurance, or other agreement which Company or such other entity may have given Trustee for compliance with any of the terms, covenants, or conditions of the Note, or any other Loan Documents. Company expressly understands and agrees that nothing contained in this paragraph shall in any manner constitute or be deemed to be a release or impairment of the indebtedness evidenced by the Note or an impairment of the lien of any of the Loan Documents or any other liens, assignments, rights, or security interests securing the Note or shall otherwise affect or impair the enforceability of the Note or any other Loan Documents except to the extent expressly provided above. Furthermore, nothing in this paragraph shall preclude Trustee from foreclosing under any of the Loan Documents,

from proceeding against any and all security held by Trustee, or from enforcing any and all of Trustee's rights and remedies at law or in equity, including, without limitation, the right to have a receiver appointed in case of a default under the Loan Documents, or from pursuing an action at law and obtaining judgment against Company to the extent authorized in this Note or the Loan Documents. Notwithstanding the foregoing provisions, Company shall be fully and personally liable to Trustee for (i) all accounts receivable from the Project, including such fees, rents, issues and profits that accrue from and after the date of the occurrence of any default as provided in (a) above, notwithstanding any delay on the part of Trustee in obtaining possession or title, by foreclosure, receivership, or otherwise, to the Project; and (ii) all damages, advances, losses, or payments (including without limitation, reasonable attorneys' fees) incurred, made, or suffered by Trustee and for all funds received, retained, or obtained by or for the benefit of Company as a result of or in connection with (a) any intentional or willful fraud, misrepresentation, breach of trust or waste by Company in connection with the delivery of the Note or the performance of Company's obligations under this Note or the Loan Documents; or (b) the conversion, assignment, misapplication, or disposal of any insurance rights or proceeds or any rights, awards or other sums resulting from condemnation or eminent domain or threat of exercise of the power of condemnation or eminent domain with respect to the real or personal property encumbered by the Loan Documents; or (c) any breach whatsoever by Company of any of the terms or provisions of any of the Loan Documents relating to environmental matters, contaminants (as defined in the Deed of Trust) or hazardous waste or substances including, but not

limited to, the terms and provisions of the Deed of Trust; or (d) any failure of Company to promptly pay as and when due all taxes, assessments, or other charges which if unpaid could give rise to a lien against the Project, whether or not superior to the lien or liens of the Loan Documents; or (e) any sums advanced by Trustee for the protection, repair, or maintenance of the Project. Company's liability to Trustee herein shall survive foreclosure, deed in lieu of foreclosure, and payoff or discharge of this Note and release of the Loan Documents.

Nothing herein contained shall limit or impair Company's obligation to fully perform any obligations set forth in the Loan Documents, including without limitation, Company's obligation to (a) pay all taxes and assessments levied against the Project; (b) keep every part of the Project in good condition and free and clear of all mechanic's and materialmen's claims and liens; and (c) prevent waste to any part of the Project and (d) indemnify and hold harmless the Issuer as provided in the Loan Agreement.

SECTION 37. Execution Counterparts. This Deed of Trust may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Regency Retirement Residence of Omaha, the County of Douglas, Nebraska, and Access Bank have caused these presents to be signed all as of July 1, 2013.

REGENCY RETIREMENT RESIDENCE
OF OMAHA

By: Mary Sullmer
Its President

COUNTY OF DOUGLAS, NEBRASKA

By: Mary Ann Bergan
Chairperson

ACCESS BANK,
TRUSTEE

By: [Signature]
Its: EVP KLD

ATTEST: [Signature]
County Clerk
(SEAL)

EXHIBIT B-1

Part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) together with part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 16, Township 15 North, Range 12 East of the 6th P.M., in the City of Omaha, in Douglas County, Nebraska, described as follows:

Commencing at the East Quarter Corner of said Section 16; thence South 00°04'07" East (assumed bearing), on the East line of said Section 16, 330.00 feet, to a point on the Easterly extension of the North line of Nicholas Street; thence South 89°57'16" West, on the North line of Nicholas Street, and its Easterly and Westerly extension, 893.92 feet, to the Point of Beginning; thence continuing South 89°57'16" West, on the Westerly extension of the North line of Nicholas Street, 427.21 feet, to the West line of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 16; thence North, on the West line of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 16, 509.77 feet (measured), 510.00 feet (recorded); thence North 89°56'04" East, 427.21 feet; thence South, on a line 427.21 feet East of and parallel to the West line of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 16, 509.92 feet (measured), 510.00 feet (recorded), to the Point of Beginning;

Together with easement rights appurtenant thereto as established by Easement, Cross Easement, Covenant and Building Restriction Agreement dated August 3, 1993 and recorded August 4, 1993, in Book 1087 at Page 734 of the Miscellaneous Records of Douglas County, Nebraska.

Vesting Deed