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BOOK 208 PAGE 736

Return To: Woods & Aitken LLP, Attn: Nathan J. Gurnsey, 301 S. 13th Street, Suite 500, Lincoln, Nebraska 68508

DEED OF TRUST, FIXTURE FILING AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, FIXTURE FILING AND ASSIGNMENT OF RENTS (this "Deed of Trust") is made this 25th day of September, 2014, by and between PREFERRED POPCORN, L.L.C., a Nebraska limited liability company ("Grantor"), whose mailing address is 1132 9th Road, Chapman, Nebraska 68827, Attention Norman Krug, President, and FIRST NATIONAL BANK OF OMAHA, d/b/a FIRST NATIONAL BANK, a national banking association ("Trustee") whose mailing address is 134 South 13th Street, Suite 100, Lincoln, Nebraska 68508, in trust for the benefit of FIRST NATIONAL BANK OF OMAHA, d/b/a FIRST NATIONAL BANK, a national banking association ("Beneficiary") whose mailing address is 134 South 13th Street, Suite 100, Lincoln, Nebraska 68508, its successors and assigns.

RECITALS

WHEREAS, Grantor and Beneficiary have entered into a Credit Facilities Agreement of even date herewith (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), and pursuant to the terms of the Credit Agreement, Grantor has executed and delivered to Beneficiary a Revolving Note (as hereinafter defined) and a Term Note (as hereinafter defined) in an aggregate principal amount outstanding not to exceed TWENTY FOUR MILLION SIX HUNDRED THOUSAND AND NO/100THS DOLLARS (\$24,600,000.00) (the "Indebtedness"); and

WHEREAS, this Deed of Trust is made pursuant to a credit arrangement between Grantor and Beneficiary as described in the Credit Agreement; and

WHEREAS, under the Credit Agreement, it is a condition precedent to Beneficiary's making of disbursements under the Notes, that Grantor execute and deliver to Trustee this Deed of Trust for the benefit and security of Beneficiary; and

WHEREAS, Grantor has agreed to transfer the Trust Estate (as hereinafter defined) to Trustee in trust to secure the Obligations (as hereinafter defined) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, including the Indebtedness identified above and the trust created herein, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Grantor irrevocably GRANTS, BARGAINS, SELLS, TRANSFERS, CONVEYS and ASSIGNS to Trustee, IN TRUST, WITH POWER OF SALE, for the

benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property");

I. TOGETHER WITH the following, whether existing now or hereafter entered into or acquired by Grantor:

(a) all right, title, interest, estate or other claims, both in law and in equity, in the Property or any portion thereof;

(b) all easements, rights-of-way, tenements, hereditaments and appurtenances of and to the Property or any portion thereof;

(c) all oil and gas rights and profits, water rights and water stock of Grantor with respect to the Property or any portion thereof;

(d) all right, title and interest of Grantor in and to any land lying within the right-of-way of any street or highway adjoining the Property or any portion thereof;

(e) all right, title and interest of Grantor in and to any and all alleys and strips and gores of land adjacent to or used in connection with the Property or any portion thereof;

(f) all right, title and interest of Grantor in and to any and all buildings, fixtures, improvements, and appurtenances now or hereafter erected on or affixed to the Property or belonging thereto (each an "Improvement" and collectively, the "Improvements");

(g) all right, title and interest of Grantor in and to any and all present and future contracts and policies of insurance which insure the Property and the Improvements, or any fixtures or personal property described below, against casualties and other hazards or contingencies, and all monies and proceeds and rights thereto which may be or become payable by virtue of any such insurance contracts or policies; and

(h) any and all awards made for the taking by eminent domain, condemnation, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any award resulting from a change of grade of streets or for severance damages (the Property and items (a) through (h) are hereinafter collectively referred to as the "Trust Estate").

II. FOR THE PURPOSE OF SECURING:

(a) The payment of the indebtedness evidenced by the Revolving Note dated even date herewith in the principal amount of Twenty Million and No/100ths Dollars (\$20,000,000.00) ("Revolving Note") and payable to the order of Beneficiary, together with interest and pursuant to the terms and conditions set forth therein, or in the Credit Agreement, which by this reference is incorporated herein, together with any and all modifications, extensions and renewals thereof (such Revolving Note provides for future advances, including re-advances made after the payment of principal thereunder);

(b) The payment of the indebtedness evidenced by the Term Note dated even date herewith in the principal amount of Four Million Six Hundred Thousand and No/100ths Dollars (\$4,600,000.00) ("Term Note") (Revolving Note and Term Note may be referred to herein individually as a "Note" and jointly as the "Notes") and payable to the order of Beneficiary, together with interest and pursuant to the terms and conditions set forth therein or in the Credit Agreement, which by this reference are incorporated herein, together with any and all modifications, extensions and renewals thereof;

(c) The payment of any and all other sums, together with interest thereon at the rate set forth in the Credit Agreement, disbursed by Beneficiary in accordance with the Credit Agreement, this Deed of Trust, the Security Agreement or any other Loan Documents, to protect the security of this Deed of Trust, the Security Agreement, the Credit Agreement or any of the other Loan Documents, including (i) all disbursements made for the payment of taxes, levies, or insurance with respect to the Property or made to protect the Property from waste, damage or abuse, and (ii) all reasonable expenses, including attorneys' fees and costs, associated with collection of the Indebtedness or foreclosure of this Deed of Trust;

(d) The performance of each agreement, term, covenant and condition of Grantor herein contained or contained in the Credit Agreement, the Security Agreement, each of the Notes, and any of the other Loan Documents; and

(e) All present and future indebtedness and the other obligations of Grantor to Beneficiary whether direct, indirect, absolute, or contingent and whether arising by note, guaranty, overdraft, or otherwise (items (a) through (e) are hereinafter collectively referred to as the "Obligations").

1. DEFINITIONS. Any capitalized term used in this Deed of Trust (including its preamble and recitals) and not otherwise defined herein shall have the meaning, if any, ascribed to it in the Credit Agreement.

2. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF GRANTOR. To protect the security of this Deed of Trust, Grantor hereby makes the following representations and warranties to Beneficiary and covenants and agrees as follows:

(a) Payment or Performance of Obligations. Grantor shall timely pay all Obligations and Grantor shall otherwise fully perform under and comply with the terms and conditions of this Deed of Trust, the Credit Agreement, the Notes and the other Loan Documents.

(b) Warranty of Title. Grantor is lawfully seized and possessed of good and marketable title and estate to the Trust Estate and has the right and authority to grant and convey the Trust Estate as herein provided. The Trust Estate is and, until the Trust Estate is reconveyed pursuant to the terms hereof, shall remain, free and clear of all Liens except (i) current and non-delinquent taxes or taxes being contested in good faith and by appropriate legal proceedings in a manner which, in the judgment of Beneficiary, will not jeopardize Beneficiary's interest in the Trust Estate, (ii) Liens imposed by law securing Obligations incurred in the ordinary course of business for sums not past due for more than thirty (30) days or sums being protested in good faith and by appropriate legal proceedings in a manner which, in Beneficiary's sole judgment, will not jeopardize Beneficiary's interest in the Trust Estate, and (iii) Liens in favor of Beneficiary arising out of, under, or specifically permitted by this Deed of Trust, the Security Agreement or any other of the Loan Documents (items (i) through (iv) are hereinafter collectively referred to as the "Permitted Exceptions"). During the Term (as hereinafter defined) of this Deed of Trust, Grantor (y) shall not sell, convey, transfer or dispose of all or any portion of the Trust Estate without the prior written consent of Beneficiary and (z) shall warrant and defend title to and possession of the Trust Estate against all claims and demands.

(c) Maintenance and Compliance With Laws. Until the Trust Estate is reconveyed pursuant to the terms hereof, Grantor shall keep the Trust Estate in good repair and condition and shall not commit waste or permit impairment or deterioration of the Trust Estate, reasonable wear and tear excepted. No Improvement on the Trust Estate which materially affects the value of the Trust Estate shall be removed or demolished without the prior written consent of Beneficiary, except to the extent required by Governing Law (as hereinafter defined) or where Grantor replaces the removed or demolished Improvement with an

Improvement of equal or greater value. Grantor shall comply with, and shall not commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance, regulation, covenant, condition or restriction affecting the Trust Estate, including, but not limited to, Environmental Laws. Grantor shall cause to be restored within a reasonable period of time and in a good and workmanlike manner any Improvement which may be damaged or destroyed and cause to be paid, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof.

(d) Taxes, Assessments and Charges.

(i) Until the Trust Estate is reconveyed pursuant to the terms hereof, Grantor shall cause to be paid directly and before delinquent, all real estate and other taxes, assessments and other charges, whether general or special, including, without limitation, all fines, penalties and impositions, and all lawful claims for labor, materials, and supplies, if any, which are assessed or imposed upon all or any part of the Trust Estate, or become due and payable and create, may create, or appear to create a lien or other encumbrance upon all or any part of the Trust Estate; provided that Grantor may protest the same in good faith and by appropriate legal proceedings, in a manner which will not jeopardize Beneficiary's interest in the Trust Estate. Grantor shall promptly furnish to Beneficiary all notices of amounts due under this paragraph, and all receipts evidencing payment of such amounts or evidence that Grantor is exempt from payment thereof.

(ii) If at any time after the date hereof there shall be assessed or imposed a tax assessment on the Trust Estate in lieu of or in addition to an amount payable by Grantor pursuant to Section (2)(d)(i) hereof, or a license fee, tax or assessment imposed on Beneficiary or this Deed of Trust and measured by or based in whole or in part upon the amount of the Obligations, then all such taxes, assessments or fees shall also be paid by Grantor as herein provided with respect to the payment of amounts due pursuant to Section (2)(d)(i) hereof.

(e) Actions Affecting Trust Estate. Grantor, at its sole expense, shall appear in and contest vigorously any action or proceeding purporting to adversely affect the Trust Estate or the rights and powers of Beneficiary or Trustee hereunder, and shall pay all costs and expenses, including the cost of evidence of title and attorneys' fees to the fullest extent permitted by Governing Law, in any such action or proceeding in which Beneficiary or Trustee may appear.

3. SELF HELP. If any action or proceeding is commenced which materially affects Beneficiary's or Trustee's interest in or the value of the Trust Estate, including, but not limited to, eminent domain proceedings, proceedings involving a decedent, notice of sale by Trustee, a notice of default by Trustee, a mortgage foreclosure action, or if Grantor fails to pay its respective debts as they become due, then Beneficiary, at its option and without notice to or demand upon Grantor, unless otherwise required by law, and without releasing Grantor from any Obligation, may make such appearances, disburse such sums and take such action as is necessary in Beneficiary's sole opinion in order to protect its interest in the Trust Estate, including, but not limited to (a) appearance in and prosecution or defense of any legal action or proceeding which affects or may affect the Trust Estate; (b) disbursement of attorneys' fees; (c) payment, purchase, contest or compromise of any encumbrance, charge or lien upon the Trust Estate; (d) entry upon the Trust Estate to make repairs or to otherwise restore or protect the Trust Estate or any part thereof; or (e) declaration of an Event of Default (as hereinafter defined) under this Deed of Trust, and sale or foreclosure hereunder. Any amounts disbursed by Beneficiary pursuant to this Section 3 shall become additional Obligations of Grantor secured by this Deed of Trust. Such amounts shall be payable immediately upon notice from Beneficiary to Grantor requesting payment thereof. Nothing contained in this Section 3 shall obligate Beneficiary to incur any expense or take any action hereunder.

4. EMINENT DOMAIN.

(a) Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding ("Condemnation"), or should Grantor receive any notice or other information regarding any such Condemnation, Grantor shall give immediate notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, to the full extent of the Obligations. Grantor and Beneficiary shall be mutually required to appear in and jointly prosecute any Condemnation action or proceedings. Beneficiary and Grantor shall not make any compromise or settlement without the full consent of the other. All such compensation, awards, damages, rights of action and proceeds awarded (the "Proceeds") are hereby sold, conveyed, transferred, and assigned to Beneficiary to the extent of the outstanding Obligations, and Grantor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may reasonably require.

(b) In the event of a Condemnation, Beneficiary shall have the option, in its sole and absolute discretion, to apply all the Proceeds, after deducting therefrom all actual costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees incurred by it in connection with such Condemnation, to any Obligation and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not extend or postpone the due date of any payment due under the Credit Agreement or the Term Notes, or cure or waive any Event of Default thereunder or hereunder. If the Proceeds are applied to the Obligations and exceed the amount of the Obligations and any expenses of Beneficiary described above, the excess shall be paid to Grantor.

5. INSURANCE.

(a) Until the Obligations are fully repaid, Grantor shall maintain with insurers admitted to do business in the State of Nebraska, insurance with respect to the Trust Estate against loss by fire, theft, lightning, tornado, and other perils and hazards covered by a standard extended coverage endorsement in an amount equal to the full replacement value of the Trust Estate (the "Insurance"). The Insurance policy maintained pursuant to this Deed of Trust and all renewals thereof (the "Policy") shall contain a standard noncontributory mortgagee clause in favor of Beneficiary endorsed as mortgagee and loss payee thereon, and shall provide that there shall be no cancellation or modification thereof with less than thirty (30) days' prior written notification to Beneficiary. All Policies shall also provide that any proceeds thereunder shall be payable notwithstanding (i) any act, failure to act or negligence by any named insured, (ii) any foreclosure or other action or proceeding taken by Beneficiary or Trustee pursuant to this Deed of Trust, or (iii) any change in title to or ownership of the Trust Estate.

(b) After the occurrence of any casualty to the Trust Estate, Grantor shall give prompt written notice thereof to the insurer and to Beneficiary. Grantor shall immediately file a proof of claim of loss under the Insurance. Grantor shall collect and compromise all claims under the Policy, and shall apply the Insurance proceeds, if any, to the following items in the following order, provided no Event of Default has occurred and is continuing at the time Grantor receives the Insurance proceeds:

(i) to the restoration of the Trust Estate, if Grantor can demonstrate that the Insurance proceeds together with any funds Grantor may contribute are sufficient to repair and restore the Trust Estate to its condition immediately prior to the casualty; (ii) to the Obligations, pro rata, or in such other order as Beneficiary may determine; and (iii) to Grantor.

If an Event of Default has occurred at or prior to the time Grantor receives the Insurance proceeds, Beneficiary may, at its option, require Grantor to apply the Insurance proceeds to the foregoing items in whatever order Beneficiary shall see fit. All such Insurance proceeds shall constitute additional security hereunder.

(c) Any application of Insurance proceeds to the Obligations shall not extend or postpone the due date of any payment pursuant to the terms and conditions of the Credit Agreement or the Term Notes, or cure any Event of Default hereunder or thereunder unless agreed in writing by Beneficiary. If all or any part of the Trust Estate is acquired by Beneficiary under the provisions of this Deed of Trust, Grantor's right to Insurance proceeds resulting from damage to the Trust Estate prior to its acquisition by Beneficiary shall pass to Beneficiary to the extent of the Obligations immediately prior to such acquisition.

(d) Grantor shall not obtain or carry separate insurance which is concurrent in form or contributing in the event of loss with the Insurance, unless Beneficiary is named as mortgagee and loss payee with respect thereto, with losses payable in the same manner as the Insurance.

(e) Beneficiary shall not be deemed to have incurred any liability or assumed any responsibility for or with respect to the amount of Insurance carried by Grantor, the form or legal sufficiency of the Policy, the solvency of any Insurance companies, or the payment or defense of any lawsuits, as a result of having approved, disapproved of, accepted, prevented, obtained or failed to obtain any Insurance, and Grantor acknowledges that all such liability and responsibility shall remain with Grantor.

6. ASSIGNMENT OF RENTS. Grantor hereby absolutely assigns and transfers to Beneficiary all the rents, issues, profits, royalties, revenues, income and other benefits of the Trust Estate (the "Rents"), and hereby gives to and confers upon Beneficiary the right, power and authority to collect Rents. Grantor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to take possession and control of the Trust Estate and to demand, receive and enforce payment to give receipts, releases and satisfaction, and to sue, in the name of Grantor or Beneficiary, for all Rents and apply the same to the Obligations; provided, however, that Grantor shall have a revocable license to possess and control the Trust Estate and to collect Rents (but not more than one month in advance) prior to or at any time there is not an Event of Default under any of the Loan Documents. The assignment of the Rents of the Trust Estate in this Section is intended to be an absolute assignment from Grantor to Beneficiary and not merely the passing of a security interest. Upon any Event of Default under any of the Loan Documents, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court and without regard to the adequacy of any security for the Obligations, enter upon and take possession of the Trust Estate, or any part thereof, and in its own name sue for or otherwise collect Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any Secured Obligations, and in such order as Beneficiary may determine. The collection of Rents, or the entering upon and taking possession of the Trust Estate, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

7. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy provided hereunder by this Deed of Trust to Trustee or Beneficiary or to which any of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and any of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against Grantor to the extent such action is permitted by Governing Law.

8. EVENTS OF DEFAULT. Any of the following shall be deemed an Event of Default hereunder:

(a) Grantor shall fail to pay when due any Obligations or any other installment of principal or interest or fee or expense reimbursement payable to Beneficiary;

(b) Grantor shall fail to observe or perform or cause to be observed or performed any other condition, covenant, term, agreement or provision required to be observed or performed by Grantor under this Deed of Trust, the Credit Agreement, the Term Notes, the Security Agreement or under any of the other Loan Documents or any event shall occur which Grantor has covenanted and agreed would not occur pursuant to the terms of this Deed of Trust, the Credit Agreement, the Term Notes, the Security Agreement or any of the other Loan Documents and such failure continues for ten (10) days after written notice to the Grantor;

(c) Any representation, warranty, statement or certification as to facts made by Grantor (or any of its officers, members, managers, or authorized representatives) in connection with this Deed of Trust, the Credit Agreement, the Term Notes, the Security Agreement or any of the other Loan Documents shall prove to have been incorrect, inaccurate, untrue, incomplete or misleading in any material respect when made or deemed made;

(d) The Trust Estate is subjected to actual or threatened waste, or all or any part thereof is removed, demolished or altered without the prior written consent of Grantor;

(e) Grantor shall sell, convey, transfer or dispose of all or any portion of the Trust Estate without the prior written consent of Beneficiary;

(f) Grantor or any other Person shall file any claim in any legal or equitable proceeding challenging the validity or enforceability of the first priority lien of this Deed of Trust, subject only to the Permitted Exceptions;

(g) The occurrence of an "Event of Default" under any one or more of the Credit Agreement, the Term Notes, the Security Agreement, or any of the other Loan Documents, as such term is defined therein; or

(h) The occurrence of any default or event of default, after the expiration of any applicable periods of notice or cure, under any document or agreement evidencing or securing any other obligation or indebtedness of Grantor to Beneficiary.

9. ACCELERATION UPON DEFAULT; REMEDIES. In the event of the occurrence of any Event of Default, Beneficiary at its option may declare any or all Obligations to be due and payable and the same shall thereupon become immediately due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Beneficiary may, at its sole and exclusive option:

(a) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or to specifically enforce any of the covenants hereof;

(b) Demand that Trustee exercise the power of sale granted herein; or

(c) Exercise any and all rights provided for in the Credit Agreement, the Term Notes or by Governing Law upon the occurrence of an Event of Default.

10. FORECLOSURE BY POWER OF SALE THROUGH TRUSTEE. Should Beneficiary elect to demand that Trustee exercise the power of sale herein contained, Trustee shall commence to sell the Trust Estate, apply the proceeds therefrom, and otherwise enforce the power of sale in accordance with the terms of the Nebraska Trust Deeds Act or by successor statute in effect at such time (the "Act").

11. APPOINTMENT OF A RECEIVER. In the event of any Event of Default, Beneficiary, without notice to Grantor or anyone claiming under Grantor, and without regard to the then value of the Trust Estate or the interest of Grantor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate.

12. APPOINTMENT OF SUCCESSOR TRUSTEE. Beneficiaries may, from time to time, in the manner provided by the Act, substitute a successor or successors to the Trustee named herein or acting hereunder.

13. INSPECTIONS. Grantor shall permit Beneficiary to enter upon any part of the Trust Estate, upon reasonable notice, for the purpose of inspecting the same.

14. FORBEARANCE BY BENEFICIARY OR TRUSTEE NOT A WAIVER. Any forbearance by Beneficiary or Trustee in exercising any right or remedy hereunder, or otherwise afforded by Governing Law, shall not be a waiver of or preclude the exercise of any such right or remedy hereunder. Likewise, the waiver by Beneficiary or Trustee of any Event of Default under this Deed of Trust shall not be deemed to be a waiver of any other or similar Event of Default.

15. RECONVEYANCE BY TRUSTEE. This Deed of Trust shall continue in full force and effect from the date hereof until the Trust Estate is reconveyed as provided herein (the "Term"). Upon written request of Beneficiary stating that all Obligations have been paid or that the purpose of this Deed of Trust has been satisfied, and upon surrender of this Deed of Trust to Beneficiary for cancellation and retention, and upon payment by Grantor of Trustee's fees, Trustee shall reconvey to Grantor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder in the manner provided by applicable Governing Law. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any such reconveyance may be described as "the person or persons legally entitled thereto." Grantor shall pay any recordation costs relating to such reconveyance.

16. DUTIES AND OBLIGATIONS OF TRUSTEE.

(a) The duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust, the Act, and other applicable Governing Law. Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein and in the Act, and no implied covenants or obligations shall be imposed upon Trustee.

(b) No provision of this Deed of Trust shall require Trustee to expend or risk his, her or its own funds, or otherwise incur any financial obligation in the performance of any of his, her or its duties hereunder, or in the exercise of any of his, her or its rights or powers, if he, she or it shall have grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured.

(c) Trustee shall not be liable for any action taken in good faith and reasonably believed to be authorized or within the discretion, rights and powers conferred by this Deed of Trust, the Act, or other applicable Governing Law.

17. NOTICES. Except for any notices, demands, requests or other communications required under Governing Law to be given in another manner, whenever Beneficiary, Grantor or Trustee gives or serves any notice (including, without limitation, notices of default and notices of sale), demands, requests or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and personally delivered or deposited with a reputable overnight carrier or mailed by first class U. S. mail, postage prepaid, and addressed to the address set forth at the beginning of this Deed of Trust. All such notices, requests, demands and other communications, when mailed, shall be effective when deposited in the mails, addressed as aforesaid, except that notices or requests to the Beneficiary or the Trustee pursuant to any of the provisions hereunder shall not be effective until received by the Beneficiary or the Trustee, as applicable. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

18. REQUEST FOR NOTICE. Grantor hereby requests that a copy of any notice of default, and a copy of any notice of sale thereunder, be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

19. GOVERNING LAW; WAIVERS; AMENDMENTS. This Deed of Trust shall be governed by, and construed in accordance with, the laws of the State of Nebraska (the "Governing Law"). This instrument can be waived, changed, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of any such waiver, change, discharge or termination is sought.

20. WAIVER OF GRANTOR RIGHTS. Grantor, by executing this Deed of Trust, waives notice of election to declare the debt due, and also waives the benefit of all stay, valuation and homestead exemption laws. Where permitted by law, Grantor also waives all rights of redemption as to any Person which may succeed to Grantor's interest in the Property conveyed in this Deed of Trust, and if Grantor is a corporation, limited liability company or partnership, waives its own rights of redemption. Grantor also waives, where permitted by law, the benefit of all appraisal laws at the option of Beneficiary which option is to be exercised no later than at the time of judgment in foreclosure.

21. SUCCESSORS AND ASSIGNS. Beneficiary may assign its rights hereunder by notice to Trustee and Grantor. Grantor may not assign its rights and obligations hereunder by contract, operation of law, or otherwise without the prior written consent of Beneficiary, which may be withheld in Beneficiary's sole discretion. This Deed of Trust, and all terms, conditions and obligations herein, shall apply and inure to the benefit of and bind Grantor, Trustee, and Beneficiary, and their respective heirs, legatees, devisees, personal representatives, successors-in-interest and permitted assigns. The term "Beneficiary" shall mean the owner(s) and holder(s) of the Obligations, whether or not named as Beneficiary herein.

22. SEVERABILITY. In the event any one or more of the provisions contained in this Deed of Trust shall be for any reason held to be invalid, illegal or unenforceable under Governing Law by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall, at the option of Beneficiary, not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the Obligations or the Trust Estate, all payments made on the Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be applied first to the full payment of that portion of the Obligations which is not secured or not fully secured by the lien of this Deed of Trust.

23. NUMBER AND GENDER. Whenever used herein, the singular number shall include the plural, and the use of any gender shall be applicable to all genders.

EXHIBIT "A"

Legal Description of the Property

[See Attached]

EXHIBIT A

A tract of land comprising a part of the Northeast Quarter of the Southeast Quarter of Section 8, Township 12 North, Range 7 West of the 6th P.M., in Merrick County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said Northeast Quarter of the Southeast Quarter;
Thence Westerly along the South line of said Northeast Quarter of the Southeast Quarter;

Thence Westerly along the South line of said Northeast Quarter of the Southeast Quarter, a distance of 546.29 feet;

Thence Northerly parallel to the East line of said Section 8, a distance of 630.9 feet;

Thence deflecting right, 30 degrees 57 minutes 25 seconds and running Northeasterly, a distance of 201.33 feet;

Thence Easterly perpendicular to the East line of said Section 8, a distance of 442.82 feet to the East line of said Section 8;

Thence Southerly along the East line of said Section 8, a distance of 807.4 feet to the PLACE OF BEGINNING.