

TC

Inst # 2011046500 Mon Oct 24 15:05:27 CDT 2011
Filing Fee \$109 00
Lancaster County, NE Assessor/Register of Deeds Office 200T
opoisc
Pages 20



**SECOND AMENDED AND RESTATED
DEED OF TRUST, SECURITY AGREEMENT,
AND FIXTURE FINANCING STATEMENT**

Recorded By
Nebraska Title Company
6003 Old Cheney Rd., Suite 300
Lincoln, NE 68516
6051344

**SECOND AMENDED AND RESTATED
DEED OF TRUST, SECURITY AGREEMENT,
AND FIXTURE FINANCING STATEMENT**

Dated October 24, 2011

Made by

**TABITHA, INC.,
AS TRUSTOR**

to

**BOKF, NATIONAL ASSOCIATION,
AS DEED TRUSTEE and SUCCESSOR IN INTEREST TO
WELLS FARGO BANK, NATIONAL ASSOCIATION AS DEED TRUSTEE**

for the Benefit of

**BOKF, NATIONAL ASSOCIATION, BOND TRUSTEE
AS BENEFICIARY and SUCCESSOR IN INTEREST TO
WELLS FARGO BANK, NATIONAL ASSOCIATION, BOND TRUSTEE
AS BENEFICIARY**

**Securing
Healthcare Revenue Bonds
(Tabitha, Inc. Project)**

THIS DEED OF TRUST CONSTITUTES A CONSTRUCTION SECURITY AGREEMENT UNDER THE NEBRASKA CONSTRUCTION LIEN ACT (CODIFIED AT Neb. Rev. Stat. §§ 52-125 ET SEQ.) AND SECURES AN OBLIGATION WHICH THE TRUSTOR HAS INCURRED FOR PURPOSES OF MAKING IMPROVEMENTS TO THE PROPERTY DESCRIBED HEREIN.

THIS INSTRUMENT SECURES FUTURE ADVANCES

**SECOND AMENDED AND RESTATED DEED OF TRUST,
SECURITY AGREEMENT, AND FIXTURE FINANCING STATEMENT**

This **SECOND AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, AND FIXTURE FINANCING STATEMENT** (the "**Deed of Trust**"), dated October 24, 2011, is granted by **TABITHA, INC.** (the "**Corporation**"), a Nebraska nonprofit corporation, as grantor and trustor (the "**Trustor**"), to **BOKF, NATIONAL ASSOCIATION** ("**BOKF**"), a national banking association duly organized and existing under the laws of the United States of America, as grantee and trustee (the "**Deed Trustee**") and successor in interest to **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("**Wells**"), for the benefit of **BOKF, NATIONAL ASSOCIATION** (the "**Beneficiary**"), in its capacity as trustee under the Trust Indentures hereinafter identified and referred to, as successor in interest to Wells, as Trustee under the Trust Indentures hereinafter identified and referred to.

RECITALS

1. On June 30, 2009, Hospital Authority No 1 of Lancaster County, Nebraska (the "**Lancaster Authority**") issued \$4,500,000 principal amount of its Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2009A (the "**Series 2009A Bonds**"), pursuant to a Trust Indenture, dated June 30, 2009 (the "**2009A Indenture**"), between the Lancaster Authority and Wells, as trustee (the "**Original Bond Trustee**"), the proceeds of which were loaned (the "**2009A Loan**") to the Trustor pursuant to a Loan Agreement, dated June 30, 2009 (the "**2009A Loan Agreement**"), between the Lancaster Authority and the Trustor.

2. To evidence the 2009A Loan and to provide for the payment of the Series 2009A Bonds the Trustor executed and delivered its Promissory Note, dated June 30, 2009, in the principal amount of \$4,500,000 (the "**2009A Note**").

3. In order to secure the payment of the principal or redemption price of and interest on the Series 2009A Bonds, under the 2009A Indenture the Lancaster Authority assigned to the Original Bond Trustee substantially all of its right, title and interest in and to the 2009A Loan Agreement and the 2009A Note, and endorsed and assigned the 2009A Note to the Original Bond Trustee (without recourse).

4. To further secure the payment of the principal or redemption price of and interest on the Series 2009A bonds, the Trustor and Tabitha Housing Corporation ("**THC**") executed and delivered a Deed of Trust, Security Agreement, and Fixture Financing Statement, dated June 30, 2009 (the "**Original Deed of Trust**"), to Wells, as trustee thereunder (the "**Original Deed Trustee**"), for the benefit of the Original Bond Trustee, as Beneficiary, filed of record in the office of the Lancaster County, Nebraska Register of Deeds as instrument no. 2009036065 on July 1, 2009, granting the Original Deed Trustee a lien on certain real property of the Trustor and THC and a security interest in certain personal property of the Trustor and THC.

5. The Original Deed of Trust provided that the Trustor may subsequently execute further Additional Obligations under the 2009A Loan Agreement (the "**Additional Obligations**") and execute additional loan agreements (such additional loan agreements together with the 2009A Loan Agreement, the "**Loan Agreements**") in connection with the issuance of bonds or other indebtedness (collectively, the "**Bonds**") secured by and payable from the 2009A Note and such Additional Obligations

(collectively, the “**Obligations**”) issued pursuant to the appropriate authorizing document (collectively, the “**Indentures**”)

6. On September 15, 2009, the Lancaster Authority issued \$3,630,000 principal amount of its Healthcare Revenue Refunding Bonds (Tabitha, Inc. Project), Series 2009B (the “**Series 2009B Bonds**”), dated September 15, 2009, pursuant to a Trust Indenture, dated September 15, 2009 (the “**2009B Indenture**”), between the Lancaster Authority and the Original Bond Trustee, the proceeds of which were loaned (the “**2009B Loan**”) to the Trustor pursuant to a Loan Agreement, dated September 15, 2009 (the “**2009B Loan Agreement**”), between the Lancaster Authority and the Trustor.

7. To evidence the 2009B Loan and to provide for the payment of the Series 2009B Bonds the Trustor executed and delivered its Promissory Note, dated September 15, 2009, in the principal amount of \$3,630,000 (the “**2009B Note**”).

8. In order to secure the payment of the principal or redemption price of and interest on the Series 2009B Bonds, under the 2009B Indenture, the Lancaster Authority assigned to the Original Bond Trustee, substantially all of its right, title and interest in and to the 2009B Loan Agreement and the 2009B Note, and the 2009B Note was endorsed and assigned to the Original Bond Trustee (without recourse).

9. On January 6, 2010, Hospital Authority No. 1 of Saline County, Nebraska (the “**Saline Authority**”) issued \$4,030,000 principal amount of its Healthcare Revenue Bonds (Tabitha, Inc Project), Series 2010A (the “**Series 2010A Bonds**”), dated January 6, 2010, pursuant to a Trust Indenture, dated January 6, 2010 (the “**2010A Indenture**”), between the Saline Authority and the Original Bond Trustee, the proceeds of which were loaned (the “**2010A Loan**”) to the Trustor pursuant to a Loan Agreement, dated January 6, 2010 (the “**2010A Loan Agreement**”), between the Saline Authority and the Trustor.

10. To evidence the 2010A Loan and to provide for the payment of the Series 2010A Bonds the Trustor executed and delivered its Promissory Note, dated January 6, 2010, in the principal amount of \$4,030,000 (the “**2010A Note**”).

11. In order to secure the payment of the principal or redemption price of and interest on the Series 2010A Bonds, under the 2010A Indenture, the Saline Authority assigned to the Original Bond Trustee, substantially all of its right, title and interest in and to the 2010A Loan Agreement and the 2010A Note, and the 2010A Note was endorsed and assigned to the Original Bond Trustee (without recourse).

12. To amend certain provisions of the Original Deed of Trust and to subject additional property in Saline County, Nebraska to the Original Deed of Trust, the Trustor and THC executed and delivered an Amended and Restated Deed of Trust, Security Agreement, and Fixture Financing Statement, dated January 6, 2010 (the “**Amended and Restated Deed of Trust**”), to the Original Deed Trustee for the benefit of the Original Bond Trustee, as beneficiary, filed of record in the office of the Lancaster County, Nebraska Register of Deeds as instrument no. 2010001362 on January 11, 2010, and filed of record in the office of the Saline County, Nebraska Register of Deeds in Book 373 of Records, Page 133-151 on January 11, 2010 granting the Original Deed Trustee a lien on certain real property of the Trustor and a security interest in certain personal property of the Trustor

13. On July 15, 2010, the Lancaster Authority issued (a) \$3,860,000 principal amount of its Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2010B (the “**Series 2010B Bonds**”), and (b)

\$1,140,000 principal amount of its Healthcare Revenue Bonds (Tabitha, Inc. Project), Series 2010C (the "Series 2010C Bonds"), each dated July 15, 2010, pursuant to a Trust Indenture, dated July 15, 2010 (the "2010B/C Indenture"), between the Lancaster Authority and the Original Bond Trustee, the proceeds of which were loaned (the "2010B/C Loan") to the Trustor pursuant to a Loan Agreement, dated July 15, 2010 (the "2010B/C Loan Agreement"), between the Lancaster Authority and the Trustor

14. To evidence the 2010B/C Loan and to provide for the payment of the Series 2010B Bonds and the Series 2010C Bonds (collectively, the "Series 2010B/C Bonds"), the Trustor executed and delivered its Promissory Note, dated July 15, 2010, in the principal amount of \$5,000,000 (the "2010B/C Note").

15. In order to secure the payment of the principal or redemption price of and interest on the Series 2010B/C Bonds, under the 2010B/C Indenture, the Lancaster Authority assigned to the Original Bond Trustee, substantially all of its right, title and interest in and to the 2010B/C Loan Agreement and the 2010 B/C Note, and the 2010 B/C Note was endorsed and assigned to the Original Bond Trustee (without recourse).

16. Effective July 1, 2011, THC was merged into the Trustor and all real property owned by THC became property of the Trustor.

17. The 2009A Indenture, 2009B Indenture, 2010A Indenture, and 2010B/C Indenture each provide that the trustee thereunder may be removed and a successor trustee appointed under such Indenture.

18. Effective October 24, 2011, the Trustor has replaced the Original Bond Trustee, as trustee under the 2009A Indenture, 2009B Indenture, 2010A Indenture, and 2010B/C Indenture, with the Beneficiary, as successor trustee to the Original Bond Trustee under each of such indentures.

19. The Trustor desires to amend and restate the Amended and Restated Deed of Trust as provided herein to (a) clarify the ownership of the real property subject to this Deed of Trust, (b) appoint the Deed Trustee as successor trustee to Wells hereunder, and (c) reflect the substitution of the Beneficiary for the Original Bond Trustee under the 2009A Indenture, 2009B Indenture, 2010A Indenture, and 2010B/C Indenture and successor in interest to the Original Bond Trustee.

NOW, THEREFORE, THIS SECOND AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, AND FIXTURE FINANCING STATEMENT WITNESSETH:

GRANTING CLAUSES

The Trustor, in consideration of the premises and the sum of One Dollar duly paid to the Trustor by the Deed Trustee, and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and in order to secure the payment and performance of the duties and obligations of the Trustor under the Obligations, the Loan Agreements and this Deed of Trust hereby grants a trust deed and security interest as follows:

I. GRANT OF TRUST DEED ON REAL PROPERTY.

The Trustor does hereby **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the Deed Trustee, and its successors in trust and its assigns, forever, with power of sale, all and singular,

the real property described in **Exhibit A** hereto (said property being herein referred to as the "**Real Property**"); **TO HAVE AND TO HOLD** all and singular the Real Property with all rights and privileges hereby conveyed, pledged and assigned or agreed or intended so to be, to the Deed Trustee and its successors and assigns forever, subject to Permitted Encumbrances (as defined in the Indenture), upon the terms and subject to the conditions hereinafter set forth.

II. GRANT OF SECURITY INTEREST IN PERSONAL PROPERTY.

The Trustor does hereby pledge and assign unto the Deed Trustee and its successors and assigns forever, and grant a security interest thereunto in the personal property of the Trustor described in **Exhibit B** hereto (said property being referred to herein as the "**Personal Property**"), subject to Permitted Encumbrances (as defined in the Indenture), upon the terms and subject to the conditions hereinafter set forth.

The Real Property and the Personal Property are referred to herein collectively as the "**Encumbered Property.**"

NOW, THEREFORE, if the Trustor shall well and truly pay unto the Bond Trustee the indebtedness evidenced by the Obligations and shall perform, comply with and abide by each and every of the agreements, conditions and covenants contained and set forth in the Loan Agreements, the Obligations and this Deed of Trust, then this Deed of Trust and the estate hereby created shall be reconveyed, without warranty, to the parties designated by the terms of this Deed of Trust and the security interest herein granted shall be cancelled and released and all evidences of indebtedness cancelled by the appropriate Authority and its assigns.

AND TO FURTHER SECURE its payments and performance under the Loan Agreements and the Obligations, the Trustor does hereby covenant and agree as follows:

Section 1. Definitions of Words and Terms. In addition to words and terms defined herein, words and terms used in this Deed of Trust shall have the meanings ascribed to them in the Indentures and the Loan Agreements, unless some other meaning is plainly indicated. A copy of the Indentures, the Loan Agreements and this Deed of Trust shall be kept on file at the principal corporate trust office of the Deed Trustee in Lincoln, Nebraska.

Section 2. General Covenant. The Trustor will perform, comply with and abide by all of the agreements, conditions and covenants contained and set forth in the Loan Agreements, the Obligations and this Deed of Trust, and in every other document evidencing, securing or otherwise relating to the debt hereby secured, all incorporated herein by reference. It is understood and agreed that so long as the Trustor makes when due and payable payments on the obligations secured hereby, and performs and complies with such agreements, conditions and covenants, the Trustor shall be entitled to utilize the Encumbered Property for its proper corporate purposes pursuant to the provisions of the appropriate Loan Agreement.

Section 3. Payment of Costs, Charges, and Expenses. The Trustor agrees to pay all reasonable costs, charges and expenses, including attorneys' fees and abstract costs, reasonably incurred or paid at any time by the appropriate Authority, the Deed Trustee or the Bond Trustee because of the failure of the Trustor to perform, comply with, and abide by each and every one of the agreements, conditions and covenants of the Loan Agreements, the Obligations, this Deed of Trust or any other document evidencing, securing or otherwise relating to the debt hereby secured

Section 4. Conditions for Release of Portions of the Encumbered Property.

(a) *General Provisions for Release* So long as no default shall have occurred and be continuing under any Loan Agreement, any Obligation or this Deed of Trust, the Bond Trustee and the Deed Trustee shall release, without the consent of any of the owners of any Bond or any Obligation, any of the Encumbered Property subject to the lien of this Deed of Trust upon receipt by the Deed Trustee of the following:

(1) Request of Trustor. A written request of the Trustor for such release, describing the property to be released (referred to in this Section as the “**Released Property**”).

(2) Certificate of Trustor. A certificate of the Trustor to the Deed Trustee certifying:

(A) That the Trustor has substituted property (such property being referred to in this Section as the “**Substituted Property**”) of equal value for the Released Property or has deposited with the Bond Trustee cash equal to the fair market value of the Released Property;

(B) The fair market value of the Released Property and of the Substituted Property to be substituted for the Released Property pursuant to the terms hereof;

(C) The disposition or use to be made of the Released Property and the consideration, including the fair market value of consideration other than money, to be received for the Released Property.

(D) That the disposition or use of the Released Property and the substitution thereof of the Substituted Property or cash will not materially adversely affect the operations of the Trustor or any other properties of the Trustor or the ability of the Trustor to satisfy its obligations under any Loan Agreement, any Obligation or this Deed of Trust and will not materially reduce or adversely affect the Net Revenues Available for Debt Service (as defined in the Indentures);

(E) That the Substituted Property is necessary or useful in the operations of the Trustor;

(F) That the fair market value of the Substituted Property together with cash, if any, or all cash to be received is at least equal to the fair market value of the Released Property.

(G) That the execution and delivery of the release by the Deed Trustee and the subjection of the Substituted Property to the lien of this Deed of Trust will not result in a default hereunder or under any Loan Agreement;

(H) That all required permits and authorizations of all federal, state and local governmental bodies and agencies have been granted, or that no such permits or authorizations, other than those granted, are required; and

(1) That the release as requested is authorized or permitted hereunder and under the Indentures and the Loan Agreements

(3) Appraisal of the Released Property. An independent appraisal of the fair market value of the Released Property by a member of the American Institute of Real Estate Appraisers licensed in Nebraska (an “MAI appraiser”) if the Released Property is Real Property, or by another expert acceptable to the Bond Trustee if the Released Property is not Real Property

(4) Appraisal of the Substituted Property. An independent appraisal of the fair market value of the Substituted Property by an MAI appraiser if the Substituted Property is Real Property, or another expert satisfactory to the Bond Trustee if the Substituted Property is not Real Property.

(5) Record of Released Property. An up-to-date record of property released from the lien of this Deed of Trust, which list shall identify such Released Property by description, serial number or other particular identifying designation.

(6) Documents of Conveyance. A Supplemental Deed of Trust and other documents reasonably requested by, and in form satisfactory to, the Bond Trustee and the Deed Trustee to subject the Substituted Property to the terms of the appropriate Loan Agreement and the liens and security interest created by such Loan Agreement and by this Deed of Trust.

(7) Opinion of Counsel. An Opinion of Counsel addressed to the Deed Trustee and the Bond Trustee to the effect that:

(A) The release of the property requested by the Trustor is authorized hereunder and under the applicable Indenture and the applicable Loan Agreement;

(B) The Substituted Property is subject to the terms of the applicable Loan Agreement or Loan Agreements and this Deed of Trust and to the liens and security interests created by the applicable Loan Agreements and this Deed of Trust, subject only to Permitted Encumbrances;

(C) The execution and delivery of the requested release and the acceptance of the Substituted Property will not violate any provision of any Loan Agreement or this Deed of Trust; and all necessary action required to be taken by the Trustor and by the Deed Trustee to effect the release of the Released Property and the conveyance of the Substituted Property has been taken;

(D) The Supplemental Deed of Trust and all other documents required to effect the release of the Released Property and substitution therefor of the Substituted Property have been duly authorized, executed and delivered and are binding upon the parties executing and delivering the same in accordance with their respective terms; and

(E) To Counsel’s knowledge all required permits and authorizations of all federal, state and local governmental bodies and agencies have been granted, or that no such permits or authorizations, other than those granted, are required

(b) ***Release by Reason of Error or Mistake and of Certain Small Items*** Notwithstanding any other provision of this Section 4, without consent of the owner of any Bonds and without requiring substitution of property therefor, the Bond Trustee, as assignee of the respective Authority, shall have the right to consent to the removal from the coverage of the lien and security interest created by this Deed of Trust of (1) any of the Encumbered Property which has been subjected thereto by reason of an error or mistake provided the Trustor files with the Bond Trustee and the Deed Trustee notice of its intention to remove such property at least ten Business Days prior to such removal, (2) any of the tangible Personal Property having an original per unit cost aggregating not more than two percent of the net book value of the Trustor's major movable equipment in any one Fiscal Year; (3) any of the Personal Property which has been fully depreciated in the financial records of the Trustor; and (4) Personal Property acquired after the date of issuance of the Bonds which has been purchased with funds derived from sources other than proceeds of the Bonds. Not later than 120 days after the last day of each Fiscal Year, the Trustor shall file with the Bond Trustee and the Deed Trustee a schedule setting out in reasonable detail a description of the property so removed pursuant to this Section for the preceding Fiscal Year, and in the case of property so removed pursuant to clause (2), the aggregate original cost thereof, provided that no such report shall be required if the only portion of the Encumbered Property released is property described in the foregoing items (3) and (4). The Deed Trustee and the Bond Trustee shall be fully protected and shall incur no liability for any consent given or action taken in reliance upon the notice given in clause (1) above or in the schedule filed in clause (3) above

(c) ***Release of Inadequate, Obsolete, Etc. Items.*** Notwithstanding any other provision of this Section, in any instance where the Trustor in its sound discretion determines that any item of machinery or equipment has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Trustor may remove such item of equipment from the Encumbered Property and sell, trade in, exchange or otherwise dispose of the same (as a whole or in part) free of the lien and security interest created by this Deed of Trust without any responsibility or accountability to the Bond Trustee or the Deed Trustee therefor, provided that the Trustor substitutes and installs anywhere in the Encumbered Property other items of machinery or equipment deemed necessary or useful and having equal or greater utility (but not necessarily having the same function) in the operation of the Encumbered Property and provided further such removal and substitution shall not impair operating utility.

(d) ***Disposition of Substituted Property when Cash Delivered*** The Trustor agrees that any cash delivered to the appropriate Bond Trustee in connection with the release of any of the Encumbered Property pursuant to this Section shall be deposited by such Bond Trustee in the Debt Service Fund established under the applicable Indenture and shall be used to prepay the applicable Obligation in accordance with the applicable Loan Agreement.

(e) ***Circumstances When Release Not Required.*** The provisions of this Section shall not be construed to (1) restrict the Trustor's rights under any Loan Agreement to make replacements, additions, alterations, changes, modifications and improvements to the Encumbered Property, to install and remove equipment free and clear of the lien and security interest created herein, to sell, lease or otherwise dispose of Property comprising the Encumbered Property free and clear of the lien and security interest created herein, or to merge, consolidate or sell or convey substantially all of the Encumbered Property free and clear of the lien and security interest created herein or to exercise any other of its rights with respect to the Encumbered Property pursuant to and in accordance with the provisions of such Loan Agreement, or (2) require, as a condition to the exercise of any such rights under any Loan Agreement, compliance with the provisions of this Section for release of any such Encumbered Property from this Deed of Trust pursuant to this Section

Section 5. Additional Obligations; Future Advances. The Trustor may issue or incur one or more Additional Obligations secured by this Deed of Trust in addition to the 2009A Note, the 2009B Note, the 2010A Note, and the 2010B/C Note (collectively, the "Notes"), as provided by and subject to the limitations of the Loan Agreements. Such Additional Obligations shall, together with the Notes and any other Additional Obligations then Outstanding, be equally and ratably secured by the lien and security interest of this Deed of Trust on the Encumbered Property. It is the intent hereof that the rights and remedies of the holders of the Obligations be equal and pari passu and nothing contained herein shall be deemed to give to the holders of any Obligations any rights or remedies superior or inferior to the rights or remedies of the holder or holders of any other Obligations. The Bond Trustee, as assignee of each Authority, and the Deed Trustee shall have the right to take such action as is required to assure that the Encumbered Property will secure any such Additional Obligations on a parity basis with the Notes and any Additional Obligations equally and ratably secured by this Deed of Trust.

THIS INSTRUMENT SECURES FUTURE ADVANCES MADE UNDER THE LOAN AGREEMENTS AND OBLIGATIONS HEREIN DEFINED. THE TRUSTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO TERMINATE THIS INSTRUMENT AS SECURITY FOR FUTURE ADVANCES AT ANY TIME PRIOR TO THE TERMINATION OF SAID LOAN AGREEMENTS AND OBLIGATIONS.

Section 6. Default and Remedies. If an event of default under any Loan Agreement or hereunder occurs and shall be continuing as provided therein or herein, the Deed Trustee may, with the written consent of the Owners of more than 50% of the principal amount of the Obligations then outstanding, declare the Notes and any other Additional Obligations forthwith due and payable as if all of the sums of money payable thereunder were originally stipulated to be paid on such accelerated payment date; and thereupon the Deed Trustee without notice or demand, to the extent permitted by the laws of the State of Nebraska, may prosecute a suit at law and/or in equity as if all moneys secured hereby had matured prior to institution of such suit, or commence foreclosure proceedings under the power of sale provided for by **Section 8** hereof. The Bond Trustee shall have the right from time to time to take action to recover any sums, whether interest, principal or any installment of either, or any other sums required to be paid under the terms of this Deed of Trust as the same become due, without regard to whether or not the principal sum secured, or any other sums secured, by this Deed of Trust shall be due, and without prejudice to the right of the Bond Trustee thereafter to bring an action of foreclosure, or any other action, or commence foreclosure proceedings under the power of sale, for a default or defaults by the Trustor existing at the time such earlier action was commenced.

Any failure by the Bond Trustee or the Deed Trustee to insist upon the strict performance by the Trustor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Bond Trustee and the Deed Trustee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Trustor of any and all of the terms and provisions of this Deed of Trust to be performed by the Trustor; and the Bond Trustee may resort for the payment of the indebtedness secured by this Deed of Trust to any security therefor held by the Bond Trustee in such order and manner as the Bond Trustee may elect.

All rights, remedies and powers provided by this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Deed of Trust are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Deed of Trust invalid or unenforceable under the provisions of any applicable law.

Section 7. Special Remedies (Bond Trustee May Occupy and Take Possession). During the continuance of any default hereunder or under any Obligation, any Loan Agreement or any other instrument or document evidencing, securing or otherwise relating to the debt hereby secured, the Bond Trustee personally or by its agents or attorneys may enter into and upon all or any part of the Real Property or take possession of the Personal Property, and each and every part thereof, and may exclude the Trustor, its agents and servants wholly therefrom, and having and holding the same, may use, occupy and control the Encumbered Property, either personally or by its superintendents, managers, agents, servants, attorneys or receivers. Upon every such entry, the Bond Trustee at the expense of the Encumbered Property or the Trustor, from time to time, either by purchase, repairs or construction, may maintain and restore the Encumbered Property, whereof it shall become possessed as provided, may complete the construction or development of the improvements and in the course of such completion may make such changes in the contemplated improvements as it may deem desirable and may insure the same. Likewise, from time to time, at the expense of the Encumbered Property or the Trustor, the Bond Trustee may make all necessary or proper repairs, renewals and replacements and such alterations, additions, betterments and improvements thereto and thereon as to it may seem advisable; and in every such case the Bond Trustee shall have the right to manage and operate the Encumbered Property and exercise all rights and powers of the Trustor with respect thereto either in the name of the Trustor or otherwise as it shall deem best; and the Bond Trustee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Encumbered Property and every part thereof. After deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other proper charges upon the Encumbered Property, or any part thereof, as well as just and reasonable compensation for the services of the Bond Trustee and for all attorneys, counsel, agents, clerks, servants and other employees by it properly engaged and employed, the Deed Trustee shall apply the moneys arising as specified as provided in **Section 10** hereof.

Section 8. Power of Sale; Purchase by Bond Trustee. If default be made in the payment of any Note, any Additional Obligation, any part thereof or any of the interest or premium thereon when due, or in the faithful performance of any of the agreements, conditions and/or covenants contained and set forth herein, in the Notes or any Additional Obligation, or in any other document or instrument evidencing, securing or otherwise relating to the debt evidenced by the Notes or Additional Obligation, then the whole of each Note and each Additional Obligation shall become due at the option of the Bond Trustee as herein provided, and this Deed of Trust shall remain in force, and the Deed Trustee, or a successor trustee as hereinafter described, may proceed to sell the Encumbered Property and any and every part thereof, at public venue, to the highest bidder, at the location(s) provided for by law, or the then customary place, for cash, first giving the public notice required by law of the time, terms and place of sale, and of the property to be sold, by advertisement in one or more newspapers printed and published in the places as provided by law, and upon such sale shall execute and deliver a deed of conveyance and bill of sale of the property sold to the purchaser or purchasers thereof, and any statement or recital of fact in such deed in relation to the non-payment of money hereby secured to be paid, existence of the indebtedness so secured, notice of advertisement, sale, receipt of money, and the happening of any of the specified events whereby the successor trustee became successor as herein provided, shall be prima facie evidence of the truth of such statement or recital. The proceeds of such sale shall be applied as provided for in **Section 10** hereof. The Trustor hereby requests that a copy of any notice of default and any notice of sale hereunder be mailed to the Trustor at the Trustor's address set forth in **Section 9** hereof.

Upon any sale pursuant to this Section, the Bond Trustee may bid for and purchase the property being sold, and upon compliance with the terms of sale, subject to applicable rights of redemption, the Bond Trustee may hold, retain, possess and dispose of such property in its own absolute right without

further accountability: the Bond Trustee at any such sale may, in paying the purchase price, turn in any Note or any Additional Obligation for value in lieu of cash equal to the amount of such purchase price. In case the amount of such purchase price shall be less than the amount due on any Note or Additional Obligation, such Note or Additional Obligation shall be returned to the Bond Trustee after a notation of such partial payment shall have been made thereon.

Section 9. Security Agreement, Rights of a Secured Creditor Under Uniform Commercial Code To the extent any of the property covered by this Deed of Trust consists of property, rights or interests covered by the Nebraska Uniform Commercial Code, this Deed of Trust shall constitute a security agreement and a present unconditional assignment of, and is intended to create a security interest in, such property in favor of the Deed Trustee. During the continuance of any default hereunder or under any Loan Agreement or any other document or instrument evidencing, securing or otherwise relating to the debt hereby secured, the Bond Trustee shall have all the rights of and remedies with regard to such property available to a secured creditor under the Nebraska Uniform Commercial Code. This Deed of Trust shall be self-operative with respect to such property, but the Trustor agrees to execute and deliver on demand such security agreements, financing statements, continuation statements and other documents necessary to perfect a security interest in such property as the Bond Trustee or the Deed Trustee may request in order to impose or continue the lien and security interest hereof more specifically in any such property. In the event that the Trustor fails to execute any of such instruments within 10 days after demand to do so, the Trustor does hereby make, constitute and irrevocably appoint the Bond Trustee as its attorney-in-fact and in its name, place and stead so to do.

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 a part of the Personal Property which are or are to become fixtures related to the Real Property. For this purpose, the following information is set forth:

- (a) Name and address of Debtor:

Tabitha, Inc.
4720 Randolph Street
Lincoln, NE 68510

- (b) Name and Address of Secured Party:

BOKF, National Association
Corporate Trust Group
1248 "O" Street, Suite 732
Lincoln, NE 68508

- (c) This document covers goods which are or are to become fixtures.
- (d) Description of Real Property: See **Exhibit A**
- (e) Owner of Real Property: Trustor.
- (f) This Financing Statement covers proceeds.
- (g) Products of the collateral are also covered.

Section 10. Applications of Proceeds of Sale. Moneys collected by the Deed Trustee or the Bond Trustee pursuant to sale or other disposition of the Encumbered Property shall, subject to the requirements of Section 76-1011 of the Nebraska Trust Deeds Act (codified at Neb. Rev. Stat §§76-1001 *et seq.*) be paid over to the Bond Trustee and shall be applied as provided in the applicable Indenture

Section 11. No Remedy Exclusive. No remedy conferred upon or reserved to the Deed Trustee or the Bond Trustee in any Indenture, any Loan Agreement, the Obligations, this Deed of Trust or any other document or instrument evidencing, securing or otherwise relating to the debt hereby secured is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every remedy given to the Deed Trustee or the Bond Trustee or now or hereafter existing at law or in equity or by statute. No delay or omission of the Deed Trustee or the Bond Trustee to exercise any right or power accruing upon any default in any Loan Agreement, the Obligations, this Deed of Trust or any other document or instrument evidencing, securing or otherwise relating to the debt hereby secured shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by any Indenture, any Loan Agreement, the Obligations, this Deed of Trust or any other document or instrument evidencing, securing or otherwise relating to the debt hereby secured to the Bond Trustee may be exercised from time to time as often as may be deemed expedient by the Bond Trustee. Nothing in any Indenture, any Loan Agreement, the Obligations, this Deed of Trust or any other document or instrument evidencing, securing or otherwise relating to the debt hereby secured shall affect the obligation of the Trustor to pay the principal of and interest on the Obligations in the manner and at the time and place therein respectively expressed.

Section 12. Covenants Run with the Land. All of the grants, covenants, terms, provisions and conditions herein shall run with the land and shall apply to, bind and inure to the benefit of the successors and assigns of the Trustor and each Authority and the heirs, successors and assigns of the Deed Trustee.

Section 13. Covenants of the Deed Trustee; Substitutions. The Deed Trustee covenants faithfully to perform the trust herein created. The Bond Trustee may, from time to time, substitute another trustee in place of the then current Deed Trustee. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all the title, estate, rights, powers and trusts conferred upon the Deed Trustee. Such appointment shall be made by written instrument executed by the Bond Trustee which shall be recorded in such public records as is appropriate, and shall be conclusive proof of the proper appointment of the successor Deed Trustee.

Section 14. Warranty of Title. The Trustor warrants that it has good and marketable title to the Real Property in fee simple absolute subject only to Permitted Encumbrances; that it owns the Encumbered Property free and clear of all liens and claims except the Permitted Encumbrances, and that this Deed of Trust constitutes a direct and valid lien upon the Real Property subject only to Permitted Encumbrances and a security interest in the Personal Property subject only to Permitted Encumbrances, which security interest is perfected to the extent the same may be perfected by filing under the Nebraska Uniform Commercial Code. The Trustor shall preserve such title and shall forever warrant and defend the same against all claims other than those constituting Permitted Encumbrances.

Section 15. Right to Enforce. The Bond Trustee is hereby given the right to enforce, either jointly with the issuer of any Bonds or separately, the performance of the obligations of the Trustor under any Obligation and any Loan Agreement, and the Trustor hereby consents to the same and agrees that the Bond Trustee may enforce such rights as provided in the document authorizing the issuance of any Bonds

and the Trustor will make payments required by the applicable Loan Agreement and by the applicable Obligation directly to the Bond Trustee.

Section 16. Waiver of Stay, Execution or Redemption Laws. The Trustor agrees, to the full extent that it may lawfully so agree, that upon and after any event of default, neither the Trustor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any stay, extension or redemption laws or redemption periods or grace periods or any statutory right to redeem all or any part of the Encumbered property or any right to have the Encumbered Property marshaled upon foreclosure or sale thereof now or hereafter in force and affecting the Encumbered Property in order to prevent or hinder enforcement, foreclosure, sale, confirmation of sale, or conveyance of said property upon foreclosure or the final and absolute putting in possession thereof immediately after any such sale of the purchaser or purchasers thereat, and the Trustor, to the full extent that it may lawfully do so for itself, and all who may claim through or under it, hereby waives the benefit of all such laws.

Section 17. Multiple Foreclosures. The Bond Trustee shall have the option to proceed with foreclosure in satisfaction of any part of the Obligations without declaring the whole of the Obligations as immediately matured, and such foreclosure may be made subject to the unmatured part of the Obligations, and it is agreed that such foreclosure, if so made, shall not in any manner affect the unmatured part of the Obligations, but as to such unmatured part this Deed of Trust, as well as the other Loan Agreements, shall remain in full force and effect just as though no foreclosure had been made. Several foreclosures may be made without exhausting the right of foreclosure for any unmatured part of the Obligations, it being the intention of the parties to provide for a foreclosure and sale of the security for any matured portion of the Obligations without exhausting the power of foreclosure and power to sell the Encumbered Property for any other part of the Obligations. If more than one property, lot, or parcel is encumbered by this Deed of Trust, and if this Deed of Trust is foreclosed upon, or judgment is entered upon any obligation secured hereby, or if the Bond Trustee exercises its power of sale, execution may be made upon or the Bond Trustee may exercise its power of sale against any one or more of the properties, lots, or parcels and not upon the others, or upon all of such properties or parcels, either together or separately, and at different times or at the same time, and execution sales or sales by advertisement likewise may be conducted separately or concurrently, in each case at the Bond Trustee's election.

Section 18. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Deed of Trust to be given to or filed with the appropriate Authority, the Bond Trustee, the Trustor or the Deed Trustee if the same is given or filed in the manner and at the addresses specified in **Section 1101** of the applicable Indenture

Section 19. Reconveyance. Upon payment of all sums secured by this Deed of Trust, the Bond Trustee shall request the Deed Trustee to reconvey the Property and shall surrender this Deed of Trust and all documents evidencing the debt secured by this Deed of Trust to the Deed Trustee. The Deed Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. The Trustor, in such reconveyance, may be described as "the person or persons legally entitled hereto." The Deed Trustee shall also make appropriate filings to terminate any Uniform Commercial Code financing statements filed with respect to the Property.

Section 20. Amendments, Changes and Modifications. This Deed of Trust may not be effectively amended, changed, modified, altered or terminated, except as provided herein.

(a) ***Amendments without Consent of Owners of Obligations.*** Without the consent of the owners of any Obligations, the Bond Trustee, the Deed Trustee and the Trustor may from time to time enter into one or more amendments to this Deed of Trust. for any of the following purposes:

(1) to correct or amplify the description of any property of the Trustor at any time to the Deed of Trust, or to subject to the Deed of Trust additional property or to substitute property as provided in this Deed of Trust, or add additional property thereto;

(2) to add to the conditions, limitations and restrictions on the terms or purposes of this Deed of Trust, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed;

(3) to evidence the succession of another corporation to the Trustor as permitted in the Loan Agreements and the assumption by any such successor of the covenants of the Trustor herein contained;

(4) to add to the covenants of the Trustor or to the rights, powers and remedies of the Bond Trustee for the benefit of the owners of all or any series of Bonds or to surrender any right or power herein conferred upon the Trustor; or

(5) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein or to make any other provisions, with respect to matters or questions arising under this Deed of Trust, which shall not be inconsistent with the provisions of this Deed of Trust, provided such action shall not adversely affect the security of the owners of the Obligations.

(b) ***Amendments with Consent of Owners of Obligations.*** With the consent of the owners of not less than a majority in principal amount of the Obligations then Outstanding affected by such amendments to this Deed of Trust, the appropriate Authority, the Trustor, the Bond Trustee and the Deed Trustee may enter into amendments to this Deed of Trust, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Deed of Trust or of modifying in any manner the rights of the Deed Trustee, the Bond Trustee and the owners of the Obligations under this Deed of Trust.

It shall not be necessary for the required percentage of owners of Obligations under this Section to approve the particular form of any proposed amendment to this Deed of Trust, but it shall be sufficient if such act shall approve the substance thereof.

Section 21. Original Deed of Trust and Amended and Restated Deed of Trust Affirmed. Except as otherwise provided in this Deed of Trust the provisions of the Original Deed of Trust and the Amended and Restated Deed of Trust are hereby ratified, approved and confirmed and incorporated herein

Section 22. Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Deed of Trust shall not affect the validity or enforceability of the remaining portions of this Amended Deed of Trust or any part thereof.

Section 23. Governing Law. This Deed of Trust shall be governed by and construed and interpreted in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the Trustees have caused this Second Amended and Restated Deed of Trust to be executed by their duly authorized officers.

TABITHA, INC.

Attest.

By: [Signature]
Chief Financial Officer

By: [Signature]
President

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) SS.
COUNTY OF LANCASTER)

On this 20th day of October, 2011 before me, Kathy Potratz, a Notary Public in and for said State, personally appeared Christie Hinrichs who, being by me duly sworn, did say that she is the President of Tabitha, Inc., a Nebraska nonprofit corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

[SEAL]



[Signature]
Notary Public

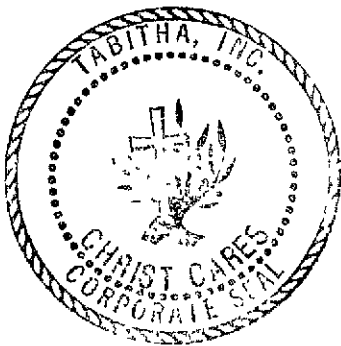


EXHIBIT A

**DEED OF TRUST, SECURITY AGREEMENT,
AND FIXTURE FINANCING STATEMENT**

Description of Real Property

Real Property as referred to in the above mentioned instrument consists of the following described real estate situated in The County of Lancaster, State of Nebraska, and The County of Saline, State of Nebraska:

The following real property owned by Tabitha:

Parcel 1.
Lot Two (2), Tabitha Addition, Lincoln, Lancaster County, Nebraska

Tabitha

Parcel 21:
Lot One Hundred Seventeen (117) and One Hundred Eighteen (118), and the South 45.00 feet of Lot One Hundred Fifteen (115), Witherbee Gardens, Lincoln, Lancaster County, Nebraska.

WIGA

Parcel 22:
The South 60.00 feet of Lot One Hundred One (101) and the North 75.00 feet of Lot One Hundred Fifteen (115), Witherbee Gardens, Lincoln, Lancaster County, Nebraska.

Parcel 23:
Lots One (1), Two (2), Three (3), Four (4), Five (5) and Outlot A, Garden Square Estates, City of Crete, Saline County, Nebraska; EXCEPT that part deeded to the City of Crete, Nebraska for Right of Way in Warranty Deed recorded December 14, 2009 in Book 372, Page 589 in the Office of the Register of Deeds of Saline County, Nebraska.

AND

The following real property owned by Tabitha:

Parcel 2:
The North Half (N1/2) of Lot One Hundred Nineteen (119), Witherbee Gardens, Lincoln, Lancaster County, Nebraska

WIGA

Parcel 3:
Lot Eight (8), Peterson Place, Lincoln, Lancaster County, Nebraska.

Parcel 4:
Lot Nine (9), Peterson Place, Lincoln, Lancaster County, Nebraska.

Parcel 5:
Lot Ten (10), Peterson Place, Lincoln, Lancaster County, Nebraska.

PETPL
PETPL
PETPL

Parcel 6.
The North Half (N1/2) of Lot Eighty-Four (84), Witherbee Gardens, Lincoln, Lancaster County, Nebraska.

Parcel 7:
The South Half (S1/2) of Lot Eighty-Four (84), Witherbee Gardens, Lincoln, Lancaster County, Nebraska

Parcel 8
The North Half (N1/2) of Lot Ninety-Eight (98), Witherbee Gardens, Lincoln, Lancaster County, Nebraska.

Parcel 9:
The North Half (N1/2) of Lot One Hundred One (101), Witherbee Gardens, Lincoln, Lancaster County, Nebraska.

Parcel 10:
The South Half (S1/2) of Lot Eighty-Three (83), Witherbee Gardens, Lincoln, Lancaster County, Nebraska.

Parcel 11.
The North Half (N1/2) of Lot One Hundred Two (102), Witherbee Gardens, Lincoln, Lancaster County, Nebraska.

Parcel 12:
The South Half (S1/2) of Lot One Hundred Two (102), Witherbee Garden, an Addition to Lincoln, Lancaster County, Nebraska

Parcel 13:
The North 60.00 feet of Lot One Hundred Fourteen (114), Witherbee Gardens, Lincoln, Lancaster County, Nebraska

Parcel 14.
Lot One Hundred Seventy-Five (175) of Irregular Tracts in the Southwest Quarter (SW1/4) of Section 29, Township 10 North, Range 7 East of the 6th P.M . Lancaster County, Nebraska.

Parcel 15:
Lot One Hundred Fifty-Eight (158) of Irregular Tracts in the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 29, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska

Parcel 16.
The South 60.00 feet of Lot One Hundred Sixteen (116), Witherbee Gardens, Lincoln, Lancaster County, Nebraska.

Parcel 17.
The North Half (N1/2) of Lot One Hundred Sixteen (116), Witherbee Gardens, Lincoln, Lancaster County, Nebraska.

W16A

W16A

W16A

W16A

W16A

}

Parcel 18.

The South Half (S1/2) of Lot One Hundred (100), Witherbee Gardens, Lincoln, Lancaster County, Nebraska.

Parcel 19:

The North Half (N1/2) of Lot One Hundred (100), Witherbee Gardens, Lincoln, Lancaster County, Nebraska.

W161A

Parcel 20:

The South 40.00 feet of Lot Ninety-Nine (99), Witherbee Gardens, Lincoln, Lancaster County, Nebraska.

* * *

EXHIBIT B

**DEED OF TRUST, SECURITY AGREEMENT,
AND FIXTURE FINANCING STATEMENT**

Description of Personal Property

Personal Property as referred to in the above-mentioned document consists of the following described personal property of the Trustor, whether now owned or hereafter acquired by the Trustor.

1. All tangible personal property, including without limitation, all fixtures, machinery, equipment, inventory and other goods of any nature whatsoever now or hereafter located on the Real Property and constituting a part of the Encumbered Property, except motor vehicles.
2. All building materials, fixtures, building machinery and building equipment purchased or owned by the Trustor and delivered during the course of, or in connection with, construction of any improvements to the Real Property.
3. All other intangible personal property including without limitation general intangibles, chattel paper, instruments and documents related to the facilities located on the Real Property.
4. All proceeds or products from the sale or other disposition of any of the above and all replacements, substitutions or additions of any kind whatsoever for or to the above.

* * *