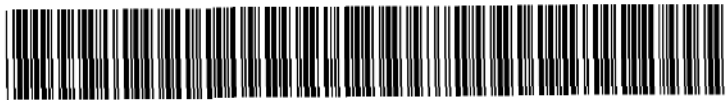




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Fee amount: 232.00
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/16/2015 11:15:43.00



2015018241

Title of Document: Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing

Date of Document: March 13, 2015

****Grantor(s):*** Boundless Enterprises, LLC

Grantor(s) Mailing Address: 6824 J Street, Omaha, Nebraska 68117

****Grantee(s):*** Enterprise Bank & Trust

Grantee(s) Mailing Address: 12695 Metcalf Avenue, Overland Park, Kansas 66213

Legal Description: See attached Exhibit A.

Reference Book and Page(s): None

***FOR INDEXING PURPOSES ONLY**

This instrument prepared by:

Kris M. Dekker, Esq.
Spencer Fane Britt & Browne LLP
1000 Walnut, Suite 1400
Kansas City, Missouri 64106
(816) 474-8100

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

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING (as the same may be amended or supplemented at any time, the "Deed of Trust") is made as of March 13, 2015, by and among: BOUNDLESS ENTERPRISES, LLC, a Nebraska limited liability company, having an address at 6824 J Street, Omaha, Nebraska 68117, as grantor (together with, its successors and assigns permitted under the Loan Documents, "Grantor");

LAWRENCE E. KRITENBRINK, an attorney licensed to practice law in the State of Nebraska, having an address at c/o Baird Holm LLP, 1700 Farnam Street, Omaha, Nebraska 68102, as trustee ("Trustee");

AND

ENTERPRISE BANK & TRUST, a Missouri Chartered Trust Company, having an office at 12695 Metcalf Avenue, Overland Park, Kansas 66213, as beneficiary (together with its successors, and any subsequent holder or holders of the Notes, "Lender").

RECITALS

A. Certain capitalized terms used in these Recitals and elsewhere herein are defined in §21.7 of this Deed of Trust. Other terms are defined throughout the text of this Deed of Trust or, if not defined herein, are used herein as defined in the Loan Agreement.

B. Grantor and the affiliates of Grantor comprising Borrower have requested Lender to make the Loans to Borrower.

C. Lender will not make the Loans unless Grantor grants this Deed of Trust to Trustee and Lender as security for payment of the Debt and performance of the Obligations, and Grantor is willing to do so.

GRANTS AND AGREEMENTS

NOW, THEREFORE, in consideration of Lender's agreement to make the Loans secured hereby upon and subject to the terms of the Loan Documents, and of the payment of ten dollars (\$10.00) and other good and valuable consideration given by Lender to Grantor, the receipt and sufficiency of which are hereby acknowledged by Grantor, at all times until the Debt is fully paid and the Obligations fully performed, Grantor hereby acts, and covenants, promises and agrees with Trustee and Lender, as follows:

1. GRANTING CLAUSES

1.1. Grant of the Real Estate Security. Grantor, to secure the payment of the Debt and payment and performance of the Obligations, hereby grants, bargains, sells, mortgages, warrants, assigns, conveys, transfers and confirms with warranty to the Trustee, in trust with power of sale, all of the following described property:

(a) The Land, together with the Improvements; the easements, rights of way, privileges, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances belonging or appertaining to the Land; the streets and ways adjacent to the Land; all reversions and remainders pertaining to the Land; and all air rights, development rights, water rights and mineral rights appurtenant or belonging to the Land or relating to the Land; and

(b) The Fixtures, and

(c) The Leases and the Rents and all the other benefits of any of the Land, Improvements and Fixtures; and

(d) Any and all Developer Rights; and

(e) All proceeds of the conversion, voluntarily or involuntarily, of any of the property described in this §1.1 into cash or liquidated claims, including proceeds of insurance and Condemnation Awards.

TO HAVE AND TO HOLD the Mortgaged Property unto Trustee, his/her/its successors and assigns, forever.

UNDER AND SUBJECT to Permitted Encumbrances.

IN TRUST HOWEVER, for the purpose of securing in such order of priority as Lender shall elect, the payment of the Debt and the performance of the Obligations, in accordance with their respective terms.

1.2. Grant of Security Interest and Assignment. Grantor, to secure payment of the Debt and payment and performance of the Obligations, hereby transfers and assigns to the Trustee and to Lender, and grants to the Trustee and the Lender a security interest under the Code in and to, the following described property, whether now owned or hereafter acquired by Grantor:

(a) All of the Fixtures and all other property described in §1.1 hereof which, under any applicable law, may be deemed to be personal property or fixtures, the creation and perfection of a lien on which is governed by the Code;

(b) All of the Intangibles;

(c) All of the Collateral;

(d) Any and all of the Developer Rights;

(e) All right, title and interest of Grantor in and to all amounts now or hereafter held in escrow and reserve accounts or on deposit with Lender under any provisions of the Loan Documents; and

(f) All the proceeds of any of the property described in this §1.2.

This Deed of Trust creates a security interest in the Personal Property Security, and shall constitute a Security Agreement under the Code.

1.3. Assignment of Leases and Rents. Grantor hereby absolutely and unconditionally assigns, transfers, pledges, grants a lien upon and encumbers in favor of Lender all of the Leases and Rents, as security for the prompt and timely payment of the Debt and performance of the Obligations. This assignment is in addition to any absolute assignment made pursuant to any separate lease assignment. Lender shall apply any amounts received pursuant to this assignment to the payment of the Debt, the performance of the Obligations, and/or to the operation and Maintenance of the Mortgaged Property, in such order as Lender may elect, without regard to the adequacy of the security or the solvency of the Grantor. Notwithstanding such assignment, Lender hereby grants to Grantor a revocable license to collect and retain the Rents for Grantor's own account, until an Event of Default shall occur; but upon occurrence of any Event of Default, the right herein granted to Grantor to collect the Rents shall at Lender's option, terminate. Grantor shall apply any Rents collected in accordance with the terms of the Loan Agreement. This assignment of Rents to Lender is intended to be an absolute assignment from Grantor to Lender and not merely the passing of a security interest. The Rents are hereby assigned absolutely by Grantor to Lender subject only to Grantor's license to collect such amounts prior to the occurrence of any Event of Default.

Notwithstanding anything seemingly to the contrary contained herein or in any of the other Loan Documents, Grantor shall not enter into or execute any Lease of any of the Mortgaged Property without the prior written approval of such Lease by Lender, Grantor hereby acknowledging and agreeing that all Leases must be in form, substance and with tenants satisfactory to Lender.

Grantor hereby represents and warrants to Lender: (A) That Grantor has full right and power to assign the Leases and Rents to Lender, and has not executed any prior and now existing assignment of any of its rights under any Lease or to any portion of the Rents to any person other than Lender; (B) That Grantor has not done any act or thing which might prevent Lender from enjoying the benefits of the Leases and Rents assigned hereby; (C) That each of the Leases is valid and enforceable; (D) That neither Grantor nor, to the best knowledge of Grantor, the

tenants are in default under any of the terms of any of the Leases; and (E) That no Rents have been collected or accepted by Grantor more than one month in advance of the time when the same become due under the terms of the Leases, except Rents collected at the execution of a Lease, which are to be applied to the Rents at the beginning of the term of the Lease, or as security for the performance of the tenant's obligations under the Lease.

Grantor hereby covenants, promises and agrees that Grantor will: (i) Observe, fulfill and perform each and every condition, covenant and provision of the Leases to be fulfilled or performed by Grantor; (ii) Enforce at the sole cost and expense of Grantor the performance or observance of each and every material covenant and condition of each of the Leases; (iii) At the sole cost and expense of Grantor, appear in and defend any action growing out of or in any manner connected with any of the Leases, Rents or the obligations or liabilities of Grantor or any party thereunder; (iv) From time to time, upon request by Lender, execute and deliver to Lender, acknowledge when appropriate and record or file in the public records when appropriate, any and all writings, including without limitation further assignments of any Lease or Leases, financing statements and other writings that Lender may deem necessary or desirable to carry out the purpose and intent of this assignment, or to enable Lender to enforce any right or rights hereunder; and (v) From time to time, upon request by Lender, furnish to Lender a true copy of any Lease.

Grantor will not, without the prior written consent of Lender: (A) Modify or alter any of the terms or provisions of any of the Leases; (B) Terminate the term of, or accept a surrender of, any of the Leases; (C) Anticipate Rents for more than one calendar month prior to the accrual thereof under the terms of the Leases; (D) Waive, or release any party under any of the Leases; (E) Pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents; (F) Permit any Lease to be subordinated to any deed of trust or mortgage junior in lien to the Deed of Trust encumbering the leased premises; (G) In any other manner impair the value of the Leases or Rents or the security of the assignment thereof as provided herein; or (H) Execute any Lease except for actual occupancy by the lessee thereunder.

1.4. Fixture Filing. 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 the Fixtures. For this purpose, the following information is set forth:

(a) Name and Address of Debtor:

BOUNDLESS ENTERPRISES, LLC, a Nebraska limited liability company
Address: as set forth above.

(b) Name and Address of Secured Party:

ENTERPRISE BANK & TRUST, a Missouri Chartered Trust Company
Address: as set forth above.

(c) Grantor's organizational identification number is 10091710.

(d) This document covers goods which are or are to become, or may be or become, fixtures. This document is to be filed in the real estate records. A description of the real estate is attached hereto as Exhibit A. Grantor is the record owner of the real estate.

2. COVENANTS AS TO PAYMENT, PERFORMANCE AND TITLE; WARRANTIES; REPRESENTATIONS.

2.1. Performance of Obligations. Grantor will fully and faithfully observe and perform all of the provisions of this Deed of Trust. The Loan Documents are incorporated herein by this reference.

2.2. Defeasance. If all the Debt shall be paid and the Obligations shall be performed, all at the times and in the manner provided in the Loan Documents, then the Trustee or Lender shall deliver to Grantor, at Grantor's expense, a release of this Deed of Trust in recordable form.

2.3. Warranty of Title. Grantor warrants that: (a) Grantor has good and marketable title to an indefeasible estate in fee simple in and to the Land and the Improvements; (b) Grantor has good title to all of the rest of the Mortgaged Property; and (c) this Deed of Trust is a Lien on and security interest in the Mortgaged Property, subject to no encumbrances except Permitted Encumbrances. Grantor shall not, without the prior written consent of Lender, install in or locate on the Mortgaged Property any equipment or fixtures which are subject to any Lien other than Permitted Encumbrances. None of the Rents is subject to any previous assignment, nor will any of the Rents be assigned hereafter, except to Lender as security for any of the Debt and/or Obligations.

2.4. Agreement to Defend. Grantor shall preserve Grantor's title and interest in the Mortgaged Property as described in §2.3, and will forever warrant and defend the validity and priority of the lien, security interest and assignment created hereby against the claims of all persons whomsoever, subject only to Permitted Encumbrances.

2.5. Additions to the Mortgaged Property. All right, title and interest of Grantor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by, or released to, Grantor, or constructed, assembled or placed by Grantor on the Land, immediately upon such acquisition, release, construction, assembling or placement, and in each such case, without any further act by Grantor, shall become subject to the lien and security interest of this Deed of Trust as though they were now owned by Grantor and specifically described in the granting clauses hereof.

2.6. Easements Outside the Land. In the event any easements or rights in common or otherwise (other than revocable rights) in any lands not covered by the lien of this Deed of Trust are granted as an appurtenance to the use and operation of any of the Mortgaged Property, then this Deed of Trust shall attach to and be a lien on such easements and rights in such other lands, and the lien hereof spread to cover such easements and rights with the same force and effect as though specifically described in the granting clauses hereof.

2.7. Further Assurances. Promptly upon request of Lender, Grantor shall do all acts and things, including but not limited to the execution and delivery of any further deeds,

conveyances, mortgages, assignments, financing statements, continuation statements, and further assurances, deemed necessary or desirable by Lender to establish, confirm, maintain and continue the Lien and security interest created and intended to be conferred hereby and the priority thereof. Grantor hereby appoints Lender as attorney-in-fact for Grantor to execute, deliver and file any and all such documents, writings, and other instruments as Lender may require, in order to perfect and maintain the priority of such Lien and security interest.

2.8. Representations and Warranties Regarding Mortgaged Property. Grantor hereby represents and warrants to Lender as follows:

(a) The Mortgaged Property is owned by Grantor, free and clear of all liens and encumbrances except Permitted Encumbrances.

(b) The Mortgaged Property (and the present and intended use of the Mortgaged Property) complies with all applicable laws, ordinances, and regulations of all Governmental Authorities having jurisdiction over the Mortgaged Property, including without limitation all zoning ordinances and laws, and the Americans With Disabilities Act, 42 U.S.C. §12101, et seq., and all laws, ordinances and regulations affecting protected wetlands.

(c) The Mortgaged Property constitutes one or more zoning lots separate and apart from all adjoining property, and is assessed separately from all other lands for tax purposes.

(d) The Mortgaged Property is serviced by all necessary utilities, including electricity, water, sewer, gas and telephone. All utility lines servicing the Mortgaged Property are either located in a public right-of-way adjacent to such Mortgaged Property, or provided through public utility company rights-of-way (or those of a governmental or quasi-governmental authority or agency) or over private easements which are not subject to termination by foreclosure of any mortgages or deeds of trust of record encumbering the property subject to such easements.

(e) Grantor has not entered into any agreements with any other person or entity for the management, leasing or operation of any of the Mortgaged Property, except for those agreements a true and complete copy of which have been furnished to Lender. All fees under any such agreement are subordinated to the Loans, and each such agreement is terminable without cause at any time on not more than thirty (30) days notice following any foreclosure or sale of the portion of the Mortgaged Property which is the subject of the agreement.

(f) If access between the Mortgaged Property and a public street is provided by an easement, Grantor's easement rights therein are encumbered by the Mortgage, and such easement is not subject to being cut off by a foreclosure of any mortgages or deeds of trust encumbering the property which is subject to it.

(g) There are no: (1) liens or notices (including, without limitation, federal or state tax liens, judgment liens, real estate broker liens, appraiser liens, and title examination liens) affecting the Mortgaged Property, except real estate taxes and assessments not yet due and payable; (2) unpaid city, county, state, Federal or other governmental or association taxes or assessments of any kind on the Mortgaged Property; (3) amounts owed to any real estate broker or sales person, real estate appraiser or title examiner with respect to the Mortgaged Property,

nor any agreement, written or oral, which may be the basis for a broker's, appraiser's or title examiner's lien; or (4) improvements to the Mortgaged Property (or property adjacent thereto) which may be the basis for a special assessment.

(h) All labor and material used in the construction of improvements on the Mortgaged Property to date have been fully paid for and there are now no unpaid labor, mechanics or material claims against any of the Mortgaged Property.

(i) There are no violations of any covenants, conditions, restrictions or plat building lines affecting the Mortgaged Property.

(j) No one other than Grantor (1) is in possession of any of the Mortgaged Property, (2) has any possessory interest in any of the Mortgaged Property, (3) has any interest, right or estate in the Mortgaged Property, or (4) has any right or option to purchase, sell or encumber any of the Mortgaged Property, including any right of first refusal with respect to the purchase of all or any part of the Mortgaged Property.

3. COVENANTS AS TO IMPOSITIONS

3.1. Payment of Impositions. Prior to the date on which any interest or penalties shall commence to accrue thereon, Grantor will pay and discharge all Impositions.

3.2. Escrow Deposits. If an Event of Default shall have occurred and Lender shall have so requested by written notice to Grantor, Grantor will deposit with Lender within ten (10) days after such notice is given, a sum of money equal to the amount needed to pay the annual real estate taxes and assessments and premiums for insurance required by §4.1 hereof by the next Escrow Date for such taxes, assessments, and premiums, less the amount to be deposited under the next sentence hereof between the date such escrow deposits commence and such Escrow Date (such amount to be calculated separately for taxes and for insurance premiums, if the Escrow Date for them is different). If Lender requires Grantor to make the foregoing escrow deposits, Grantor shall also deposit with Lender contemporaneously with each monthly payment coming due thereafter under the Notes, a sum equal to one-twelfth (1/12) of Lender's estimate from time to time of the amount needed to pay the annual real estate taxes and assessments and premiums for insurance required by §4.1 hereof by the Escrow Date for such taxes, assessments and premiums. Lender shall deposit all such amounts in a non-interest bearing account separate and apart from Lender's general assets, for application to the real estate taxes, assessments and insurance premiums as the same come due. If any Event of Default shall occur, Lender shall have the right, at its election, to apply any amounts in such account against all or any part of the Debt secured by this Deed of Trust. If the real estate taxes and assessments and insurance premiums for which deposits are required to be escrowed pursuant to this §3.2 shall at any time exceed the estimate therefor and the amounts paid into escrow under this §3.2, Grantor shall on demand make good the deficiency. Grantor will furnish to Lender tax and insurance bills in sufficient time to enable Lender to pay such taxes and premiums, before interest and penalties accrue thereon. All determinations of the amount so payable and of the fractional part thereof to be deposited with Lender from time to time, so that the aggregate of such deposits shall be sufficient to pay the real estate taxes, assessments and insurance premiums, shall be made by Lender in its sole discretion. Nothing herein contained shall be deemed to affect any right or

remedy of Lender under any other provisions of this Deed of Trust or under any statute or rule of law to pay any such amount and to add the amount so paid, together with interest at the Default Rate, to the Debt.

3.3. Evidence of Payment. Within thirty (30) days after the date when any Impositions which are or could become a Lien on any part of the Mortgaged Property would become delinquent, Grantor will furnish to Lender official receipts of the appropriate Governmental Authorities to which the Impositions are payable, or other evidence reasonably satisfactory to Lender evidencing the payment thereof, unless Lender has paid such Impositions from the sums deposited under §3.2 hereof. The certificate, advice or bill of the appropriate official designated by law to receive payment of any Imposition indicating non-payment of such Imposition shall be conclusive evidence (as between Lender and Grantor) that such Imposition is due and unpaid, and Lender may rely thereon.

4. INSURANCE

4.1. INSURANCE REQUIRED. Grantor will obtain, keep in force and maintain the following insurance coverages at all times until this Deed of Trust is satisfied of record:

(a) Property Insurance. To the extent any Improvements are now or hereafter located on the Land, a standard property insurance policy on the "Special" or "all-risk" form, covering the Mortgaged Property, and providing coverage against such other risks as Lender may from time to time require, in the amount of the full replacement cost (insurable value) thereof, without reduction for depreciation, but in no event less than the aggregate maximum principal amount of the Notes. Property insurance policies shall include either an agreed amount endorsement or a waiver of any co-insurance provisions, sufficient to insure that no co-insurance requirements apply.

(b) Builder's Risk. During the period of any construction, renovation, demolition or alteration work on the Mortgaged Property, a completed value, "All Risk" Builders Risk form or "Course of Construction" insurance policy in non-reporting form, in an amount approved by Lender, including without limitation such endorsements as Lender may require, insuring Lender against damage to the Mortgaged Property. Such policy shall also provide coverage for collapse and theft, and shall contain a "permission to occupy on completion" endorsement or equivalent.

(c) Flood Insurance. If the Improvements or any part thereof are situated in an area now or subsequently designated by FEMA as a special flood hazard area, a policy of flood insurance in an amount equal to the lesser of: (i) the minimum amount required, under the terms of coverage, to compensate for any damage or loss on a replacement basis (or the unpaid balance of the Debt if replacement cost coverage is not available for the type of building insured); or (ii) the maximum insurance available under the appropriate National Flood Insurance program. The maximum deductible shall be \$3,000 per building or a higher minimum amount as required by FEMA or other applicable law.

(d) Liability Insurance. A CGL Policy, with coverage on an "occurrence" basis, in such form, amounts and with such companies as Lender may from time to time require, pursuant to the terms of this Deed of Trust. Such CGL Policy shall have an annual general aggregate limit

of not less than \$2,000,000, and a “per occurrence” limit of not less than \$1,000,000, and, if it covers more than one location, shall contain a “per location” or “per project” limit of not less than \$2,000,000. Additional coverages beyond those provided by the standard ISO CGL Policy form (such as liquor liability, automobile, aircraft/watercraft, pollution legal and remediation, garage keepers’ legal liability, and others) shall be provided if Lender so requires. Lender shall be named as an additional insured with Grantor on all CGL Policies. Policies providing excess coverage and/or umbrella coverage over the CGL Policy shall be provided, in an amount not less than \$10,000,000. Deductibles or self-insured retentions (as the case may be) under the liability policies shall not exceed \$10,000, without prior written consent of Lender. All policies required by this §4.1(d) shall name Lender as an additional insured under an endorsement satisfactory to Lender.

(e) Boiler and Machinery Coverage. Boiler and machinery insurance coverage, if steam boilers or other pressure-fired vessels are in operation at the Mortgaged Property, or as otherwise required by Lender. Minimum liability coverage per accident must equal the replacement cost (insurable value) of the Improvements housing such boiler or pressure-fired machinery. If one or more large HVAC units is in operation at the Mortgaged Property, “Systems Breakdowns” coverage shall be required, as determined by Lender. Minimum liability coverage per accident must equal the value of such unit(s).

(f) Ordinance or Law Coverage. If any of the Mortgaged Property constitutes a legal non-conforming use under applicable building, zoning or land use laws or ordinances, Grantor shall provide an ordinance or law coverage endorsement to the property insurance policies, which will contain: Coverage A: “Loss Due to Operation of Law” (with a minimum liability limit equal to Replacement Cost With Agreed Value Endorsement), Coverage B: “Demolition Cost”, and Coverage C: “Increased Cost of Construction” coverages, and such other coverage as Lender may require.

(g) Business Income Insurance. Business income coverage with respect to the Mortgaged Property, covering loss of rents and “extra expense”, in an amount at least equal to the estimated aggregate Rents (such estimate to be subject to Lender’s approval) for a period of at least twelve months, and such coverage amount shall be adjusted annually to reflect the anticipated Rents payable in the following twelve months.

(h) Workmen’s Compensation. When required by any applicable law, ordinance or other regulation, Worker’s Compensation and Employer’s Liability Insurance covering all persons subject to the workers’ compensation laws of the state in which the Mortgaged Property is located.

(i) Other Insurance. Such other insurance with respect to the Mortgaged Property as may from time to time be required by Lender against other insurable hazards or casualties (including, without limitation, sinkhole, mine subsidence, war risk, terrorism risk, earthquake and environmental insurance [including, without limitation, insurance against contamination of the Mortgaged Property by third parties]) which at the time are commonly insured against in the case of property similarly situated, due regard being given to the height and type of buildings, their construction, location, use and occupancy.

4.2. Requirements Re: Insuring Companies, Policies, Mortgagee Clause, Coverage Increases, Deductibles, Etc. All policies of insurance required herein: (a) shall be issued by and maintained with financially sound and reputable insurance companies licensed to do business in the State in which the Mortgaged Property is situate, and having a rating of A-, VII or better by the A.M. Best Company and which are not affiliates of Grantor; (b) contain the complete address (or legal description) of the Mortgaged Property; (c) be for terms of at least one year with premium prepaid; (d) be subject to the approval of Lender as to insurance companies, amounts, content, forms of policies, method by which premiums are paid, expiration dates and all other respects; and (e) include a provision naming Lender, its successors and assigns as their interests may appear: (1) as an additional insured under all liability insurance policies, (2) as the first mortgagee on all property insurance policies under a standard non-contributory mortgagee clause (or lender's loss payable clause), and (3) as the lender's loss payee on all loss of rents or loss of business income insurance policies. Each insurance policy: (i) shall provide for at least thirty (30) days' prior written notice to Lender prior to any policy reduction or cancellation for any reason other than non-payment of a premium and at least ten (10) days' prior written notice to Lender prior to any cancellation due to non-payment of premium; (ii) shall contain an endorsement or agreement by the insurer that any loss shall be payable to Lender in accordance with the terms of such policy notwithstanding any act, omission or negligence of Grantor which might otherwise result in forfeiture of such insurance; and (iii) shall waive all rights of subrogation against Lender. Such policies shall provide, among other things, that all proceeds of the policies are payable directly to Lender (and not to Lender and Grantor jointly). All policies must be satisfactory to Lender in all respects, and shall have such endorsements as may be required by Lender from time to time. Lender shall have the right to periodically review the amount of the CGL Policy coverage and the coverage amounts of all other insurance policies required hereunder, and to require an increase in such coverage amounts if Lender deems such an increase to be reasonably prudent under then existing circumstances. Deductibles and self-insured retentions under insurance policies required hereby shall not exceed \$10,000 without written consent of the Lender.

4.3. Lender Not Responsible for Insurance. Lender, by approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, shall not incur any liability for the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment of lawsuits and expenses, and Grantor hereby expressly assumes full responsibility therefor and for any liability, if any, thereunder.

4.4. Proceeds on Foreclosure. In the event of foreclosure of this Deed of Trust, or other transfer of title to the Mortgaged Property in extinguishment of the Debt, all right, title and interest of the Grantor in and to all proceeds of any insurance policies required hereby then in force shall pass to the purchaser or grantee.

4.5. Proof of Loss; Adjustment of Claims. If any Casualty shall occur, Grantor shall promptly make proof of loss to the insurers; but Lender may itself make proof of loss if Lender gives written notice to Grantor electing to make such proof of loss. Grantor shall not adjust or compromise any claim under any insurance required hereby without the written consent of Lender.

4.6. Delivery of Policies; Renewal; Notices of Cancellation. Grantor, as of the date hereof, shall deliver to Lender evidence that the insurance policies required hereby have been prepaid as required above and either duplicate originals of such policies, if required by Lender, or certified copies of such insurance policies and original certificates of insurance signed by an authorized agent of the applicable insurance companies evidencing such insurance, and satisfactory to Lender. Grantor shall renew all such insurance and deliver to Lender certificates and policies evidencing such renewals at least thirty (30) days before any such insurance shall expire. Grantor shall deliver to Lender: (a) within 5 days of receipt of notice from an insurer, a copy of any notice of cancellation, nonrenewal or material change in coverage from that existing on the date of this Deed of Trust, and (b) immediately, notice of any cancellation or nonrenewal of coverage by Grantor.

4.7. Blanket Policies. Any insurance policies required hereby may be in the form of a blanket policy provided that the blanket policy must properly identify and fully protect the Mortgaged Property as if a separate policy were issued for full replacement cost (insurable value) thereof, without reduction for depreciation, at the time of loss and otherwise meet all of Lender's insurance requirements set forth in this §4. Grantor hereby acknowledges and agrees that failure to pay any portion of the premium therefor which is not allocable to the Mortgaged Property or by any other action not relating to the Mortgaged Property which would otherwise permit the issuer thereof to cancel the coverage thereof, would require the Mortgaged Property to be insured by a separate, single-property policy.

4.8. Maintenance of Other Insurance. Grantor shall not obtain insurance for the Mortgaged Property in addition to that required by Lender and contributing, in the event of loss, with any insurance required hereby, without the prior written consent of Lender, which consent will not be unreasonably withheld provided that: (a) Lender is a named insured or a first mortgagee-loss payee on such insurance, as applicable, (b) Lender receives complete copies of all policies evidencing such insurance, and (c) such insurance complies with all of the requirements set forth herein.

4.9. Compliance with Insurance Conditions. Grantor shall not bring or keep any article, or permit any article to be brought to or kept on, the Mortgaged Property, or cause or allow any condition to exist, if the presence of such article or the occurrence of such condition could reasonably cause the invalidation of any insurance required by this §4 or would otherwise be prohibited by the terms thereof.

4.10. Lender's Right to Insure. If Grantor fails to at all required times maintain the insurance coverages required hereby, or fails to deliver to Lender the policies and evidences of insurance and renewals thereof required hereby, or if Lender receives notice that any insurance required hereby will be cancelled, Lender may purchase insurance at Grantor's expense to protect Lender's interests in the Mortgaged Property. This insurance may, but need not, protect Grantor's interests. The coverage that Lender purchases may not pay any claim that Grantor makes or any claim that is made against Grantor in connection with the Mortgaged Property. Grantor may later cancel any insurance purchased by Lender, but only after providing evidence that Grantor has obtained insurance as required by this Deed of Trust. If Lender purchases insurance for the Mortgaged Property, Grantor will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lender may impose in

connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Debt. The costs of the insurance may be more than the cost of insurance Grantor may be able to obtain on its own.

5. MAINTENANCE AND REMOVAL; PERMITTED USES

5.1. Permitted Removal; Waste. Except as required for construction or renovation of the Improvements pursuant to plans and specifications approved in writing by Lender, Grantor will not cause or permit any Improvement to be removed or demolished. No Fixture shall be removed, severed or destroyed, without the prior written consent of Lender, unless simultaneously with, or prior to, any such permitted removal such Fixture has been replaced with another Fixture of at least equal value. By such removal and replacement Grantor shall be deemed to have subjected such Fixtures to the Lien of this Deed of Trust. Grantor will not abandon, or cause or permit any waste to, the Mortgaged Property.

5.2. Maintenance. Throughout the term of this Deed of Trust, Grantor will keep the Mortgaged Property in good order and condition, and do all necessary Maintenance. All Maintenance shall be equal in quality and class to the original work. The standard for Maintenance required shall be that which is appropriate for facilities and buildings of similar construction and class, provided that Grantor shall in any event do all Maintenance necessary to avoid any structural damage or injury to the Improvements, to comply with all Legal Requirements and to keep the Improvements in a proper condition for their Permitted Uses (as defined below). Grantor will not permit any condition to exist on the Mortgaged Property which would wholly or partially invalidate the insurance thereon.

5.3. Inspection of Lender. Without notice to Grantor, Lender and Lender's representatives may enter the Mortgaged Property at reasonable times to inspect the same; provided, however, Lender shall have no obligation to make any such inspections nor any responsibility to Grantor or any other Person, for any deficiency in construction or other problems which may be revealed by any such inspection, whether or not discovered by Lender.. If any Event of Default occurs, Lender may, at its option, enter the Mortgaged Property to protect, restore or do Maintenance on any part thereof. Lender shall not be liable for any such entry upon the Mortgaged Property.

5.4. Permitted Uses. Grantor will use the Mortgaged Property solely for Permitted Uses.

6. COMPLIANCE WITH LAWS, ORDINANCES, ETC.

Grantor shall promptly comply with all present and future Legal Requirements, ordinary or extraordinary, foreseen or unforeseen, and all provisions of all instruments of record affecting the Mortgaged Property. Grantor will not make any application to any federal, state or local Governmental Authority for a change in zoning affecting the Mortgaged Property, nor will Grantor consent to any such change, without the prior written consent of Lender.

7. CHANGES AND ALTERATIONS BY GRANTOR

Grantor shall have the right from time to time to make changes and alterations in or to the Improvements, at Grantor's expense, subject, however, to the condition that no structural change or alteration, or change which would impair the value of the Mortgaged Property, and no other change or alteration involving an estimated cost of more than \$10,000, or \$50,000 in the aggregate, shall be undertaken without the prior written consent of Lender.

8. MECHANICS' AND OTHER LIENS; FIXTURES

Grantor will pay, from time to time when the same shall become due, all claims and demands of contractors, subcontractors, architects, mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a Lien on any of the Mortgaged Property. Grantor will not create or permit to accrue or suffer to exist any Lien, except Permitted Encumbrances, upon any of the Mortgaged Property, including the Leases and Rents, and shall promptly cause any other Lien whatsoever to be paid and discharged. Grantor shall pay all Liens included in Permitted Encumbrances in accordance with their terms, when and as the same become due. All equipment, furnishings, and fixtures to be affixed to or attached to the Mortgaged Property shall be owned by Grantor in Grantor's own name.

9. DAMAGE OR DESTRUCTION

9.1. Notice of Casualty; Covenant to Rebuild. If any Casualty shall occur, Grantor shall promptly give written notice thereof to Lender, describing the damage and the Casualty. Regardless of the damage resulting from any Casualty, and whether or not the Net Insurance Proceeds shall be sufficient or made available for the purpose, Grantor shall promptly commence the Restoration, and prosecute it with diligence and continuity to completion. If (a) estimates received, and/or made, by Lender disclose that the cost of Restoration would be in excess of the amount of the Net Insurance Proceeds made available therefor, or (b) during the period of Restoration the amount of the Net Insurance Proceeds made available for the Restoration shall not be sufficient to complete such Restoration, then in either such event, Grantor shall deposit with Lender such cash or other security as shall be satisfactory to Lender with respect to the deficiency.

9.2. Application of Proceeds. All insurance proceeds shall be paid to Lender and applied by Lender first to payment of the actual costs, fees and expenses, if any, incurred by Lender in connection with proof of and adjustment of the loss and settlement with the insurance company. The Net Insurance Proceeds shall be applied by Lender: (a) to the payment of the Debt and/or performance of the Obligations; or (b) at Lender's option, to the payment of any of the cost of the Restoration.

9.3. Disbursement of Proceeds. If Net Insurance Proceeds are to be applied to the Restoration, Lender shall hold such Net Insurance Proceeds, together with any amounts and security deposited with Lender pursuant to §§ 9.1 and 10.2 hereof, and advance the same for costs of the Restoration from time to time as the Restoration progresses. Such funds will be advanced upon written request of Grantor, and upon Grantor's compliance with such requirements as to the disbursement thereof as Lender shall impose.

9.4. Amounts Deposited With Lender. Lender shall have, and Grantor hereby grants to and creates in favor of Lender, a first lien on and security interest in and right of set-off against any sums of money or other security deposited with Lender pursuant to §§9.1 and 10.2 and the proceeds thereof as security for the payment of the Debt and performance of the Obligations.

10. CONDEMNATION

10.1. Notice of Condemnation; Participation. Grantor shall give Trustee and Lender immediate notice of any actual or threatened Condemnation. In the event that any of the Mortgaged Property shall be taken in Condemnation proceedings, Lender may participate in such Condemnation proceedings. Grantor shall not adjust, contest, accept, reject or compromise any proposed Condemnation Award without approval of Lender. Lender may collect the Condemnation Award and endorse any drafts therefor. All Condemnation Awards shall be deposited with Lender. Grantor will execute any and all further documents that may be required in order to facilitate collection of any Condemnation Award and the payment of any Condemnation Award to Lender.

10.2. Condemnation. If a Condemnation shall occur, the Net Condemnation Award received by Lender shall, at the option of Lender, (i) be applied to the payment of the Debt and/or performance of the Obligations, or (ii) be held by Lender and applied and paid over toward the cost of Restoration, substantially in the same manner and subject to the same conditions as those provided in §9 hereof with respect to Net Insurance Proceeds and other monies. In the event that the costs of Restoration shall exceed the Net Condemnation Award received by Lender and made available for the Restoration, Grantor shall deposit with Lender such cash or other security as shall be satisfactory to Lender with respect to the deficiency.

10.3. Expenses of Collection. Trustee and Lender shall be entitled as a first priority to reimbursement out of any Condemnation Award for all costs and fees of, expenses incurred by, and reimbursements to, the Trustee and Lender with respect to the determination and collection of any Condemnation Award.

10.4. Voluntary Condemnations. Neither Grantor nor any Person controlled by or under common control with Grantor, will obtain or exercise any power of Condemnation or eminent domain with respect to any of the Mortgaged Property, directly or indirectly, or enter into any agreement with any Person or Governmental Authority with respect to the Condemnation of any of the Mortgaged Property, without the prior written consent of Lender.

11. EVENTS OF DEFAULT AND REMEDIES

11.1. Events of Default Defined. The occurrence of any "Event of Default" as defined in the Loan Agreement shall constitute an Event of Default under this Deed of Trust.

11.2. Remedies Upon an Event of Default.

(a) Acceleration of Debt. Upon the occurrence of an Automatic Acceleration Event of Default, the entire unpaid Debt (principal, interest and otherwise), shall automatically become immediately due and payable without notice or demand. Upon the occurrence of any other Event

of Default, at Lender's option, the entire unpaid Debt (principal, interest and otherwise), shall become immediately due and payable without notice or demand.

(b) Other Remedies. Upon the occurrence of any Event of Default, Lender and/or Trustee may immediately undertake any one or more of the following:

(1) Power of Sale for the Mortgaged Property. Elect to cause any of the Mortgaged Property to be sold under the provisions of the Nebraska Trust Deeds Act, Neb. Rev. Stat. §§ 76-1001 to 76-1018, as amended.

(2) Foreclosure. Institute an action to foreclose this Deed of Trust, or take such other action as the law may allow, at law or in equity, for the enforcement thereof and realization on the Mortgaged Property, and proceed thereon to final judgment and judicial sale or execution thereon for the entire unpaid balance of the Debt, including interest at the rates and pursuant to the methods of calculation specified in the Notes, together with all costs of suit, interest at the Default Rate on any judgment obtained by Lender from and after the date of any judicial sale of the Mortgaged Property until actual payment is made to Lender of the full amount due Lender, and an attorneys' reasonable fee for collection, any usage or custom to the contrary notwithstanding.

(3) Entry. Lender personally, or by its agents or attorneys, may enter into and upon any of the Mortgaged Property and may exclude Grantor and its agents wholly therefrom without liability for trespass, damages or otherwise and Grantor agrees to surrender possession to Lender on demand after the happening of any Event of Default. Upon such an entry, Lender may: (i) use, operate, manage and control the Mortgaged Property and conduct the business thereof, either personally or by its agents or receivers and exercise all rights and powers of Grantor with respect thereto either in the name of Grantor or otherwise as Lender shall deem best; (ii) restore the Mortgaged Property; (iii) complete the construction of any Improvements under construction or renovation and in the course of such completion may make such changes in the contemplated or completed Improvements as Lender may deem desirable and may insure the same; and (iv) do all such Maintenance as to Lender may deem advisable. Lender shall be entitled to collect and receive all Rents, and after deducting the expenses of conducting the business thereof and of all necessary Maintenance and amounts necessary to pay for Impositions, premiums for insurance and other proper charges upon any of the Mortgaged Property, as well as just and reasonable compensation for the services of Lender and for all attorneys and agents properly engaged and employed by Lender, Lender shall apply the remaining Rents in such order as Lender may elect, to the payment of the Debt and/or performance of the Obligations, and the payment of any other sums required to be paid by Grantor under any of the Loan Documents. Lender shall be liable to account only for Rents actually received by Lender.

(4) Receivership. Lender may have a receiver appointed to enter into possession of the Mortgaged Property, collect the Rents and apply the same as the court may direct. Lender shall be entitled to the appointment of a receiver without the necessity of proving either the inadequacy of the security or the insolvency of Grantor or any other Person who may be liable to pay any of the Debt and/or perform any of the Obligations and Grantor and each such Person shall be deemed to have waived such proof and to have consented to the appointment of such receiver. Should Lender or any receiver collect Rents, the moneys so collected shall not be

substituted for payment of the Debt nor can they be used to cure the Event of Default, without the prior written consent of Lender. Grantor hereby expressly consents to the appointment of a receiver for the Mortgaged Property upon the occurrence of any Event of Default, and waives any requirement for the posting of any bond or other security in connection with such appointment and such receiver, and for any hearing in connection with such appointment.

(5) Sale of personal property. Lender shall also have such rights and remedies in respect of any of the Personal Property Security and Fixtures as are provided by the Code and such other rights and remedies in respect thereof which Lender may have at law or in equity or under any of the Loan Documents, including the right to take possession of the Personal Property Security and Fixtures wherever located and to sell all or any portion thereof at public or private sale, without prior notice to Grantor, except as otherwise required by law (and if notice is required by law, after 10 days' prior written notice), at such place or places and at such time or times and in such manner and upon such terms, whether for cash or on credit, as Lender in its sole discretion may determine. Lender shall apply the proceeds of any such sale first to the payment of the reasonable costs and expenses incurred by Lender in connection with such sale or collection, including reasonable attorney's fees and legal expenses, and second to the payment of the Debt and performance of the Obligations, and then to pay the balance, if any, as required by law. Upon the occurrence of any Event of Default Grantor, upon demand by Lender, shall promptly assemble any personal property and Fixtures included in the Mortgaged Property and make it available to Lender at a place to be designated by Lender which shall be reasonably convenient to Lender and Grantor. Both Grantor and Lender shall be eligible to purchase any part or all of such property at any such disposition.

(c) Set Aside Acceleration. Lender, at its option, may set aside any declared acceleration of maturity of the Notes, whereupon the terms and provisions therein stated and the covenants, terms and conditions in this Deed of Trust shall revive and continue with the same force and effect as if such acceleration had not occurred.

(d) Pursuance of Remedies. Upon the occurrence of an Event of Default hereunder, Lender in pursuance of the foregoing remedies, or in addition thereto, shall be entitled to resort to its several securities for the payment of the sums secured hereby in such order and manner as Lender may think fit without impairing Lender's lien in, or rights to, any of such securities and without affecting the liability of any Person for the Debt.

(e) Other Remedies. Lender may elect to pursue any and all other remedies afforded to Lender at law or in equity.

11.3. Waivers and Releases.

(a) Consent to Jurisdiction, Venue, etc. Grantor hereby consents to the jurisdiction of the courts of the State in and for the county in which the Mortgaged Property is located with respect to any action, suit or other legal proceeding commenced by Lender pursuant to any of the Loan Documents, and hereby waives any right to transfer any such action to any other court.

(b) Waiver of Redemption. Grantor hereby wholly waives the period of redemption and any right of redemption of any of the Mortgaged Property after sale under this Deed of Trust,

or sale upon foreclosure of this Deed of Trust, as provided under any law of the State now or hereafter in effect. If title to any of the Mortgaged Property shall become vested in any Person who shall not waive (or who shall not be legally capable of waiving) the right of redemption in the event of foreclosure of (or sale under) this Deed of Trust, then such transfer of title shall constitute an Event of Default.

(c) Waiver of Marshaling, etc. Grantor, for itself and its successors in title, hereby waives all rights at law or in equity to have the Mortgaged Property marshaled in the event of the foreclosure of this Deed of Trust. Grantor will not at any time insist upon, plead, or in any manner whatsoever claim or take any benefit or advantage of any present or future laws pertaining to the administration of the estates of decedents, exempting any of the Mortgaged Property from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment, or providing for the valuation or appraisal of any of the Mortgaged Property prior to any sale or sales thereof which may be made pursuant to any provision herein, or pursuant to the decree, judgment or order of any court. Grantor hereby covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Lender, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

(d) Waiver of Notices. Grantor hereby waives all notices not herein elsewhere specifically required, of Grantor's default or of Lender's exercise, or election to exercise, any option or election under this Deed of Trust.

(e) Waiver of Homestead Exemptions. Grantor hereby fully and absolutely waives and releases all rights and claims it may have in or to any of the Mortgaged Property as a homestead exemption.

(f) Waiver of Personal Service. Grantor hereby waives personal service of process in any action or proceeding at any time commenced to enforce this Deed of Trust, and agrees that such process shall be deemed properly and adequately served if sent to Grantor at the address provided in or pursuant to §12 hereof for the giving of notices to Grantor, by certified or registered mail, return receipt requested, in the manner provided in §12 hereof for the giving of notices to Grantor.

(g) Foreclosure Subject to Leases. In the event that Lender shall have the right to foreclose this Deed of Trust, Grantor authorizes Lender at its option to foreclose subject to the rights of any tenants, and the failure to make any such tenants parties to any such foreclosure proceeding and to foreclose their rights will not be asserted by Grantor as a defense to any proceeding instituted by Lender to collect any of the Debt or any deficiency after foreclosure.

12. NOTICES

12.1. Addresses. All notices, demands, requests and consents required under this Deed of Trust shall be in writing, and shall be deemed properly given: (a) if delivered personally; (b) if sent by United States certified or registered mail with return receipt requested; or (c) if sent by Federal Express or other overnight delivery service; in each such case (except for personal delivery), with postage or charges prepaid or billed to sender, and addressed if to Grantor at the

Grantor's address hereinabove set forth, or if to the Trustee, at the Trustee's address hereinabove set forth, or if to the Lender, at the Lender's address hereinabove set forth, or at such other address or addresses as any party hereto may hereafter designate for itself by written notice to each other party hereto.

12.2. Manner of Delivery. Notices, demands and requests hereunder shall be deemed sufficiently served or given for all purposes hereunder on the earlier of the date of actual receipt, or: (a) if served by certified or registered mail, three days after the time such notice, demand or request shall be deposited for mailing in any Post Office or Branch Post Office regularly maintained by the United States Postal Service; (b) if sent by overnight delivery service, on the day following delivery thereof to such overnight delivery service; or (c) if sent by facsimile transmission, with confirmation by certified or registered mail, on the date such facsimile transmission is received by the Person to whom it is sent.

13. REQUESTS FOR NOTICE

Grantor hereby requests a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Grantor at Grantor's address set forth in the first paragraph of this Deed of Trust. While hereby expressly reserving the priority of this Deed of Trust as established by law, Trustee and Lender hereunder request that a copy of any Notice of Default and any Notice of Sale under any deed of trust recorded against the Mortgaged Property either prior to, or subsequent to the date this Deed of Trust is recorded be mailed to each at the addresses set forth in the first paragraph of this Deed of Trust.

14. CERTAIN SECURITY AGREEMENT PROVISIONS

14.1. Status of Grantor. Grantor's exact legal name is correctly set forth at the end of this Deed of Trust. Grantor is an organization of the type specified in the first paragraph of this Deed of Trust. Grantor is incorporated in or organized under the laws of the Formation State. Grantor will not cause or permit any change to be made in its name, identity or corporate, limited liability company or partnership structure unless the Grantor shall have first notified the Lender in writing of such change at least 30 days prior to the effective date of such change, and shall have first taken all action required by the Lender for the purpose of perfecting or protecting the lien and security interest of the Lender. Grantor's principal place of business and chief executive office, and the place where Grantor keeps its books and records, including recorded data of any kind or nature, regardless of the medium or recording, including software, writings, plans, specifications and schematics, has been for the preceding four months (or, if less, the entire period of the existence of the Grantor) and will continue to be the address of the Grantor set forth above (unless Grantor notifies the Lender in writing at least 30 days prior to the date of such change). Grantor's organizational identification number, if any, assigned by the state of incorporation or organization is correctly set forth in §1.4(c) of this Deed of Trust. Grantor shall promptly notify the Lender of any change in its organizational identification number. If Grantor does not now have an organizational identification number and later obtains one, the Grantor promptly shall notify the Lender of such organizational identification number.

14.2. Authorization to File Financing Statements; Power of Attorney. Grantor hereby authorizes the Lender at any time and from time to time to file any initial financing statements,

amendments thereto and continuation statements with or without the signature of the Grantor as authorized by applicable law, as applicable to all or part of the Mortgaged Property, including without limitation a financing statement describing the Mortgaged Property as "all assets of the Debtor, whether now owned or hereafter acquired, and proceeds thereof" or words of similar import. For purposes of such filings, the Grantor agrees to furnish any information requested by the Lender promptly upon request by the Lender. Grantor also ratifies its authorization for the Lender to have filed any like initial financing statements, amendments thereto and continuation statements, if filed prior to the date of this security instrument. Grantor hereby irrevocably constitutes and appoints the Lender and any officer or agent of the Lender, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Grantor or in the Grantor's own name to execute in the Grantor's name any documents and otherwise to carry out the purposes of this §14.2, to the extent that the Grantor's authorization above is not sufficient. To the extent not prohibited by law, Grantor hereby ratifies all acts said attorneys-in-fact have lawfully done in the past or shall lawfully do or cause to be done in the future by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable.

15. NON WAIVER, ETC.

15.1. Waiver Not Affecting Deed of Trust. No failure by Lender to insist upon the strict performance by Grantor of any of the provisions hereof shall be deemed to be a waiver of any of the provisions hereof, and Trustee and Lender, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of all of the provisions of this Deed of Trust. Neither Grantor nor any other Person liable for the payment of any of the Debt or the performance of any of the Obligations, nor any Person giving security for any of the Debt or for the performance of any of the Obligations, shall be relieved of any of such respective obligations, nor shall any security given by any of them be released, nor the position of any subordinate lienholder be improved, by reason of: (a) any failure by Lender to comply with any request by Grantor or of any other Person so obligated to foreclose or otherwise enforce this Deed of Trust; (b) the release, regardless of consideration, of any of the security held for payment of any of the Debt and/or the performance of any of the Obligations; (c) any agreement or stipulation between any subsequent owner or owners of the Mortgaged Property and Lender extending the time of payment or modifying the terms of the Notes or any of the Loan Documents; (d) any grant of forbearance or extension of time for the payment of any of the Debt or the performance of the Obligations; (e) Lender's acceptance of any other or additional security for the payment of any of the Debt or the performance of any of the Obligations; (f) Lender's waiver of or failure to exercise any right granted herein or in any of the Loan Documents; (g) any changes hereafter made in any of the terms, covenants, conditions or agreements of this Deed of Trust or in any other Loan Document; (h) Lender's giving of consent to the filing of any map, plat, replat or condominium declaration affecting any of the Mortgaged Property; (i) Lender's giving of consent to the granting of any easement or other right affecting the Mortgaged Property; or (j) Lender's making or consenting to any agreement subordinating the lien hereof.

15.2. Right to Cure Defaults. If Grantor shall fail to fully and timely perform any of the Obligations, Lender shall be under no obligation to take action to correct such failures. However, at its option, Lender may take such action and expend such sums as Lender deems necessary to correct such failures and/or any consequences thereof. Such action or payment by

Lender shall not constitute a waiver by Lender of the performance of said act, and Lender may treat Grantor's failure to perform such act as a default (and, upon expiration of any applicable grace period, an Event of Default) notwithstanding Lender's having undertaken (or completed) the performance of the act. Grantor will repay to Lender upon demand any amounts expended by Lender to correct each such failure and/or any consequences thereof, and all expenses of Lender in taking such action, with interest at the Default Rate from the incurring of such expense or the making of such payment, as the case may be. The payment of such amounts to Lender shall be secured by this Deed of Trust.

16. GENERAL COVENANTS

16.1. Lender and Trustee Expenses. Grantor shall promptly pay upon request all expenses and costs incurred by Lender or Trustee, including reasonable attorney's fees, together with interest thereon at the Default Rate from the date of the payment thereof by Lender or Trustee, in connection with:

(a) any action, proceeding, litigation or claim instituted or asserted by or against Lender and/or Trustee or in which Lender and/or Trustee becomes engaged, wherein it becomes necessary in the opinion of Lender and/or Trustee to protect Lender's or Trustee's interests in the Mortgaged Property or the security afforded hereby, or by any of the Loan Documents, or to defend or uphold the Lien of this Deed of Trust, or the validity or effectiveness of any assignment of any claim, award, payment, insurance policy or any other right or property conveyed, encumbered or assigned by Grantor to Trustee or Lender under this Deed of Trust, or the priority of any of the same;

(b) any further assurances requested by Lender under §2.7, or any other provision hereof, including all filing and recording costs and costs of searches;

(c) the negotiation, preparation, execution and delivery of the Loan Documents, and any amendments and supplements thereto at any time entered into;

(d) all taxes, fees and other assessments, including stamp taxes, if any, upon any documents or transactions contemplated by this Deed of Trust or in connection with the recording and filing of any Loan Document;

(e) the collection and/or enforcement of any Debt and/or Obligations, including the realization upon any of the Mortgaged Property or other security for any of the Debt or Obligations; and

(f) the collection and application of any insurance proceeds and Condemnation Awards.

All such expenses and costs, with interest thereon at the Default Rate as provided above, shall be added to and become part of the Debt and be secured by this Deed of Trust; provided, however, that in any action to foreclose this Deed of Trust or to recover or collect the sums due hereunder, the provisions of law and of this Deed of Trust relative to the recovery of costs, disbursements, commissions, allowances and attorneys' fees, shall prevail over any conflicting requirements of

this §16.1. The provisions of this §16.1 shall survive payment of the Debt and performance of the Obligations and any release of, or reconveyance under, this Deed of Trust.

16.2. Taxation of Deed of Trust. In the event of the passage after the date of this Deed of Trust of any law deducting from the value of the Mortgaged Property for the purpose of taxation any Lien thereon, or changing in any way the laws now in force for the taxation of mortgages or deeds of trust, or debts secured thereby, so as to adversely affect the interest of Lender, then the Grantor shall bear and pay the full amount of such taxes, provided that if payment by Grantor of any such new or additional taxes would be unlawful or would render the Debt wholly or partially usurious, Lender may, at Lender's option, declare the whole sum secured by this Deed of Trust, with interest thereon, to be due and payable on a date to be specified in a written notice to Grantor, which shall be not less than 60 days after the date such notice is given.

16.3. Amendments. No provision of this Deed of Trust shall be changed, altered, modified or released except by an agreement in writing signed by Grantor and Lender. No compliance with or failure to comply with any provision of this Deed of Trust shall be waived or excused except by a written instrument executed by Lender.

16.4. Usury Savings Provision. It is the intention of the parties to conform strictly to the Usury Laws. All agreements contained in the Loan Documents are expressly limited so that in no contingency or event whatsoever, whether by reason of the making of advances on account of the Loans, or under any of the Loan Documents, or acceleration of maturity of the unpaid principal balances of the Loans or otherwise, shall the amount paid or agreed to be paid by or on behalf of Grantor to the Lender for the use, forbearance or detention of money exceed the highest lawful rate permissible under any applicable Usury Law. If, from any circumstances whatsoever, compliance with any of the Loan Documents, at the time performance thereunder shall be due, shall involve transcending the limit of validity under any Usury Law then, ipso facto, the obligations to be fulfilled shall be reduced to the limit of such validity. If Lender shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due under the Notes and not to the payment of interest. This provision shall control every other provision of all agreements between Grantor and Lender; provided, however, that there shall be no automatic reduction of such payments or obligations as to any party barred by law from availing itself in any action or proceeding of the defense of usury, or any party barred or exempted from the operation of any Usury Law, or in the event and to the extent the Loans, because of its amount or purpose or for any other reason, is exempt from the operation of the Usury Law. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of any of the Debt or for the Obligations outstanding from time to time shall, to the extent permitted by applicable law, and to the extent necessary to preclude exceeding the limit of validity prescribed by law, be amortized, prorated, allocated and spread from the earliest date of disbursement of any of the proceeds of the Notes until payment in full of the principal balance of the Debt and the Obligations so that the actual rate of interest on account of such Debt and Obligations is uniform throughout such term.

16.5. Subrogation. Lender shall be subrogated, notwithstanding their release of record, to any Liens, superior titles, rights, equities and charges of all kinds heretofore or hereafter

existing on the Mortgaged Property to the extent that the same are paid or discharged from the proceeds of the Loans or are otherwise paid by Lender.

16.6. Application of Moneys. Whenever in this Deed of Trust Lender is to apply, or shall elect to apply, any sum of money to payment of any of the Debt, or to performance of any of the Obligations, Lender may so apply such sums to principal, interest, costs and expenses, or otherwise, all in such order of priority as Lender may elect, unless a different order of priority is required by applicable law.

16.7. Lender Not Liable; Indemnity. Neither Trustee nor Lender shall be responsible or liable in any way for any condition in or upon any of the Mortgaged Property (whether or not discovered by Lender), including any condition relating to the presence on the Mortgaged Property of any Hazardous Substance, or any defects in any of the Mortgaged Property or any personal injury, death, damage to property, loss, cost, liability, damage or expense in any way arising out of or connected with the condition or maintenance of any of the Mortgaged Property or any construction or other work thereon, or Grantor's use and occupancy of the Mortgaged Property. Grantor will indemnify, defend and hold Lender and the Trustee harmless from and against all such liability and responsibility. The provisions of this §16.7 shall survive the payment of the Debt, performance of the Obligations, release of this Deed of Trust and the reconveyance of the Mortgaged Property.

16.8. Lease Priority. This Deed of Trust shall not be subordinate to any Lease, unless Lender enters into a separate agreement with the tenant for such subordination. Each Lease hereafter made shall: (a) require the tenant to enter into an agreement with Lender, if Lender so requests, which will provide that, in the event of the sale of any of the Mortgaged Property under the power of sale herein contained, or under any judicial foreclosure hereof, or of a deed in lieu of foreclosure, such tenant will, upon the written request of any Person succeeding to the interest of Grantor as the result of said sale or deed, automatically become the tenant of any such successor in interest, without any change in the terms or other provisions of the Lease, and that said successor in interest shall not be bound by (i) any payment of rent for more than one (1) month in advance, (ii) any provision requiring the return of any security deposit or prepayment in the nature of security for the performance by said Tenant of its obligations under said Lease, or any provision entitling the Tenant to credit any such amounts to its obligations under its Lease, or (iii) any amendment or modification in the Lease made without the consent of Lender or any such successor in interest; and (b) require the tenant, upon Lender's request, to enter into an agreement in recordable form with Lender to provide, at the option of Lender, that this Deed of Trust shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to any Condemnation Awards or insurance proceeds), to such tenant's Lease. Grantor shall join in any of such agreements if Lender so requests. On request of Lender, Grantor shall obtain from the tenants and furnish to Lender the agreements required by this §16.8, all of which agreements shall be in form and substance satisfactory to Lender.

17. TRANSFER OF MORTGAGED PROPERTY

17.1. Restrictions Upon Transfer. Lender has made the Loans in reliance in part upon the management and development skills of Grantor. Accordingly, without the prior written approval of Lender, Grantor shall not, except for Permitted Transfers (as defined in the Loan

Agreement): (a) allow a Transfer of any of Grantor's interest in the Mortgaged Property to occur; or (b) permit any Transfer of any ownership interest (whether stock, general partnership interest or otherwise) in Grantor; or (c) permit or suffer to occur any Transfer of any ownership interest (direct or indirect) in any non-publicly traded Person which is a shareholder, partner, member or other owner of an interest in Grantor; and any such prohibited act shall be an Event of Default.

17.2. Approval of Transfers. Lender shall have the right to condition its consent to any Transfer prohibited by §17.1 hereof upon the payment of a fee or charge and/or upon an increase in the rate of interest and/or changes in the other provisions of any of the Loan Documents. References in this Deed of Trust to proceeds of any of the Mortgaged Property are not intended as a consent to, and do not authorize, any Transfer of any of the Mortgaged Property.

18. CONCERNING THE TRUSTEE

18.1. Duties and Obligations of Trustee. Grantor agrees that: (a) the duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust, Trustee shall not be obligated to perform any duties except those specifically set forth herein, 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 its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers; (c) Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in reliance thereon; and (d) Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Deed of Trust. Trustee hereby agrees with Lender that Trustee will act for a nominal consideration in routine matters (e.g., execution of partial release of security, extension agreements, modification agreements or satisfactions) with respect to this Deed of Trust. In the event of foreclosure, Trustee will serve for a Trustee's commission in an amount to be agreed upon and mutually satisfactory to Trustee and to Lender. If Lender determines that there shall be a substitute Trustee for any reason, or for no reason, Trustee will supply a recordable resignation at the request of Lender. Trustee shall also have the right to resign hereunder at any time by written notice of resignation given to Lender and Grantor.

18.2. Successor Trustee. Except as may be prohibited by law, the Lender is hereby granted full power at any time to appoint a successor or substitute Trustee by instrument properly executed, acknowledged and filed for record in the office where this Deed of Trust is to be recorded for any reason satisfactory to Lender, and such successor or substitute Trustee, from and after the making of such appointment, shall have and possess all of the powers, authorities, duties and obligations vested in and upon the Trustee designated in this Deed of Trust. The authority hereby granted shall extend to the appointment of other successor and substitute trustees successively until the Debt has been fully paid and the Obligations fully performed.

18.3. Indemnity to Trustee. Grantor shall indemnify, defend and hold the Trustee harmless, from and against any and all loss, damage, liability, cost and expense, including reasonable attorney's fees, suffered or incurred by Trustee in connection with any act or omission to act of Trustee under this Deed of Trust, and in connection with any action or proceeding in

which Trustee shall be made a party or shall join, relating to any of the Mortgaged Property, this Deed of Trust, or any of the transactions contemplated by the Loan Documents. The provisions of this §18.3 shall survive payment of the Debt, performance of the Obligations, and the release of this Deed of Trust and reconveyance of the Mortgaged Property.

19. FUTURE ADVANCES

In addition to the indebtedness evidenced by the Notes and all other Debt, this Deed of Trust, to the fullest extent permitted by the law of the State, shall secure also and constitute a Lien on the Mortgaged Property for all future advances made by Lender to Grantor and future obligations incurred by Grantor to Lender in connection with the Mortgaged Property or the Loans to the same extent as if such future advances were made or such future obligations incurred on the date of the execution of this Deed of Trust. The total amount of the indebtedness that may be secured by this Deed of Trust shall not exceed a maximum principal amount equal to \$17,000,000.00 plus future advances and/or future obligations made or incurred for the reasonable protection of the security or to enable completion of a contemplated improvement.

20. ENVIRONMENTAL MATTERS

20.1. Environmental Covenants. Grantor hereby covenants and agrees with Lender as follows:

(a) At all times until this Deed of Trust has been satisfied of record, the Mortgaged Property and the use and operation of the Mortgaged Property shall comply with all Environmental Requirements, all governmental permits, approvals and licenses required with respect to the Mortgaged Property by any Environmental Requirements shall be and remain in effect, and Grantor shall comply therewith. Any Hazardous Substance at any time present, handled or generated on the Mortgaged Property will be disposed of in strict compliance with all Environmental Requirements. Without limiting the foregoing, Grantor shall not allow or permit any Hazardous Substance to exist or be stored, located, discharged, manufactured, possessed, managed, processed or otherwise handled on the Mortgaged Property at any time, except in strict compliance with all applicable Environmental Requirements.

(b) There are no underground storage tanks or above-ground storage tanks presently on the Mortgaged Property and Grantor will not place or allow any underground storage tanks or above-ground storage tanks to be placed on the Mortgaged Property while this Deed of Trust remains in effect.

(c) Grantor shall immediately notify Lender should Grantor become aware of any Hazardous Substance on, in, or under the Mortgaged Property, and any other environmental problem or liability with respect to the Mortgaged Property. Grantor shall immediately notify Lender and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports or notices relating to the condition of the Mortgaged Property or its compliance with Environmental Requirements. Grantor shall promptly cure and have dismissed with prejudice any such actions and proceedings to the satisfaction of Lender. Grantor shall keep the Mortgaged Property free of any lien imposed pursuant to any Environmental Requirements.

(d) Grantor shall not do or take any action or omit or fail to take any action which will result in the unauthorized release of any Hazardous Substance or the existence of any environmental contamination in, on, under or with respect to, any of the Mortgaged Property.

(e) Failure of Grantor to comply with all Environmental Requirements and governmental safety requirements shall be a default under this Deed of Trust and Lender, in addition to all the other rights and remedies available to Lender, shall have the option to require specific performance of Grantor's obligations hereunder.

(f) In the event that there shall be filed a lien against the Mortgaged Property by any Governmental Authority, arising from an intentional or unintentional action or omission of Grantor and resulting in the releasing, spilling, pumping, pouring, emitting, emptying or dumping of any Hazardous Substance, then Grantor shall, within thirty (30) days after the date that Grantor is given notice that the lien has been placed against the Mortgaged Property or within such shorter period of time in the event that the holder of such lien has commenced steps to cause the Mortgaged Property to be sold pursuant to the lien, either (A) pay the claim and remove the lien from the Mortgaged Property, or (B) furnish a cash deposit or a bond satisfactory to Lender in the amount of the claim out of which the lien arises, or other security reasonably satisfactory to Lender in an amount sufficient to discharge the claim out of which the lien arises. Notwithstanding any other provision of this Deed of Trust, any default by Grantor under this §20.1(f) which continues beyond the end of said thirty (30) day period, time being of the essence, shall be an Event of Default under this Deed of Trust.

(g) If any Governmental Authority serves upon Grantor a directive to remove or arrange for the removal or discharge of any Hazardous Substance in, under or on the Mortgaged Property, Grantor agrees that the repayment of the Loans may, at Lender's election, be accelerated unless Grantor shall have complied with such directive within thirty (30) days from its date, time being of the essence, to the satisfaction of the Governmental Authority involved.

(h) Promptly following completion of any actions imposed upon any Grantor under any Environmental Requirements, Grantor shall obtain and deliver to Lender certifications of environmental consultants acceptable to Lender, in form and substance satisfactory to Lender, stating that all action required by any Environmental Requirement has been taken, and that upon completion of such action, the Mortgaged Property, to the knowledge of such professional, is then in compliance with the applicable Environmental Requirements.

(i) Grantor shall promptly after obtaining knowledge thereof advise Lender in writing of (i) any governmental or regulatory actions instituted or threatened in writing under any Environmental Requirements affecting the Mortgaged Property or any Indemnity hereunder including, without limitation, any notice of inspection, abatement or noncompliance, (ii) all claims made or threatened in writing by any third party against Grantor or the Mortgaged Property relating to any Hazardous Substance or to any alleged violation of an Environmental Requirement, and (iii) Grantor's discovery of any occurrence or condition on the Mortgaged Property or any real property adjoining or in the vicinity of the Mortgaged Property which could subject Grantor or the Mortgaged Property to a claim under any Environmental Requirement or to any restrictions on ownership, occupancy, transferability or use of the Mortgaged Property under any Environmental Requirement. Grantor shall deliver to Lender all such documentation

and records relating to any matter, notice of which is required by this §20.1, as Lender may reasonably request.

20.2. Indemnities. Grantor shall indemnify, defend, and hold the Lender harmless from and against any and all Environmental Claims that are asserted at any time against the Lender or the Mortgaged Property, and any and all losses, liabilities, damages, expenses (including reasonable attorneys' fees and disbursements), that Lender suffers or incurs as a result of any such Environmental Claim or the assertion of any such Environmental Claim (whether such Environmental Claim is meritorious or not). The provisions of this §20.2 shall survive the payment of the Debt, the performance of the Obligations and the release and satisfaction of this Deed of Trust.

20.3. No CERCLA Claim Against Lender. Grantor hereby waives, releases and agrees not to make any claim or bring any cost recovery action against Lender under CERCLA or any state equivalent, or any similar law now existing or hereafter enacted, nor for contribution or indemnity from Lender.

20.4. No Control of Grantor by Lender. Grantor hereby acknowledges and agrees that Lender has not participated, and shall not participate, in the management of Grantor and that any indicia of ownership which Lender may have in and to the Mortgaged Property by virtue of this Deed of Trust and the other Loan Documents (and the rights granted to Lender therein) is primarily to protect Lender's security interest and lien in and to the Mortgaged Property.

20.5. Right to Inspect, etc. Lender, in person or by agent, shall have the right, but not the obligation, at any time and from time to time to enter upon the Mortgaged Property, take samples, review Grantor's books and records, interview Grantor's employees and officers, and conduct similar activities to ascertain the status of Grantor's compliance with this §20. Grantor shall cooperate in the conduct of such an audit. Such entry may be made at any time or times upon not less than 24 hours notice (which may be oral notice) to Grantor. In addition, Lender may have tests (which may include drilling and sampling, among other things) and audits of the Mortgaged Property done for the purpose of testing for evidence of noncompliance. If at the time such tests or audits are done, an Event of Default exists, or if such tests or audits done at any time show that Grantor is not in compliance with this §20, then all of Lender's costs, fees and expenses incurred in connection with such tests and audits shall be paid for by the Grantor.

21. DEFINITIONS, CONSTRUCTION AND INTERPRETATION.

21.1. Governing Law. Except as specified in this §21.1 below, this Deed of Trust shall be governed by the laws of the State of Missouri. Notwithstanding anything to the contrary contained in this Deed of Trust or any other document described herein, the creation, perfection and enforcement of the liens and security interests in the Mortgaged Property shall be construed and enforced in accordance with the internal laws (without regard to conflict of laws rules) of the State. Borrower expressly consents to the jurisdiction in the courts and laws of the State, and consents to the application of the laws of the State, with respect to any personal liability and any action for a deficiency judgment, whether before or after any exercise of a power of sale or any judicial foreclosure.

21.2. Successors and Assigns. All of the grants, obligations, covenants, agreements, terms, provisions and conditions herein shall run with the Land, and shall apply to, bind and inure to the benefit of, the successors of Grantor and any subsequent owner of the Land or the Improvements, and the successors of Lender and any subsequent holder of the Notes.

21.3. Provisions Severable. If any term or provision of this Deed of Trust or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Deed of Trust shall be valid and be enforced to the fullest extent permitted by law.

21.4. Multiple Counterparts. This Deed of Trust may be executed in any number of counterparts and by the parties hereto on different counterparts. Each such counterpart shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same Deed of Trust. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

21.5. Other Interpretive Provisions. As used herein, the following words and phrases shall have the following meanings: (i) “including” shall mean “including but not limited to”; (ii) “provisions” shall mean “provisions, terms, covenants and/or conditions”; (iii) “any of” shall mean all or any part of or interest in that with respect to which such phrase is used.

21.6. Miscellaneous Provisions. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders. If any provision of this Deed of Trust shall conflict with any provision of any other Loan Document, the provision of the document which shall enlarge the interest of the Lender in the Mortgaged Property, afford the Lender greater financial security in the Mortgaged Property and/or assure payment of the Debt and performance of the Obligations in full, shall control. Except as otherwise expressly stated herein, with respect to any matters which, under this Deed of Trust, Lender shall have the right to approve, consent to, be satisfied with, exercise its judgment with regard to or calculate, the decisions of Lender with respect to such matters shall be made in the sole discretion of Lender, may be given or withheld without regard to reasonableness, and shall be final and conclusive. The headings and captions in this Deed of Trust are for convenience only, and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Deed of Trust. The granting of consent by Lender to any matter as to which such consent is required by the provisions hereof shall not be deemed a waiver of the right to require consent to future or successive matters. If any of the Mortgaged Property could, under applicable law, be treated either as personal property or as a part of the real estate, or if it is unclear whether such property is real property or personal property, it is the intention of Grantor and Lender that such property be treated for all purposes hereunder as real estate. Each of the parties have participated in the negotiation and preparation of this Deed of Trust, with the advice of counsel, and this Deed of Trust shall not be construed

against any party by reason of that party having prepared the initial draft, or subsequent versions, of this Deed of Trust.

21.7. Definitions. As used herein, each of the following terms shall have the meaning indicated below, unless the context clearly requires otherwise:

“Automatic Acceleration Event of Default” shall mean an “Automatic Acceleration Event of Default” as defined under the Loan Agreement.

“Borrower” shall mean, collectively and individually, Boundless Enterprises, LLC, a Nebraska limited liability company, Boundless Operations, LLC, a Nebraska limited liability company, Harvest Roasting, LLC, a Nebraska limited liability company, and Scooter’s Coffee, LLC, a Nebraska limited liability company, and their respective successors and assigns.

“Casualty” shall mean any damage, destruction, or loss to or of any of the Mortgaged Property resulting from fire, any peril insured against, or any other cause except a Condemnation.

“CERCLA” shall mean the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), as now and hereafter amended.

“CGL Policy” shall mean a Commercial General Liability insurance policy meeting the requirements of §(d) hereof.

“Code” shall mean the Uniform Commercial Code as adopted and in effect in the State on the date hereof and as amended or supplemented at any time hereafter.

“Collateral” shall mean collectively the “Accounts”, “Chattel Paper”, “Deposit Accounts”, “Documents”, “Equipment”, “General Intangibles”, “Goods”, “Instruments”, “Inventory”, “Investment Property” and “Letter-of-Credit Rights” as such terms are defined in the Code, and all Personal Property, Records, Intellectual Property, and other assets, tangible or intangible, now owned or hereafter acquired by Grantor, and the Proceeds of each thereof.

“Condemnation” shall mean any condemnation or taking of any of the Mortgaged Property or the use thereof by any Governmental Authority or other Person pursuant to the power of eminent domain or condemnation, and any conveyance of any of the Mortgaged Property in lieu of condemnation.

“Condemnation Award” shall mean any and all awards, damages and other sums of money at any time owed or becoming payable, or paid, with respect to any Condemnation, including any payments for any conveyance in lieu of Condemnation, and awards for changes of grade of any streets.

“Debt” shall mean (i) all indebtedness of Borrower evidenced by the Notes, including principal, interest, additional interest if any, late charges, and interest after default, (ii) any and all extensions, renewals, refinancings or refundings thereof in whole or in part, whether or not now provided for in the Loan Documents, (iii) all costs and expenses incurred by Lender in the collection of any of such indebtedness, including attorneys’ fees and legal expenses, (iv) all

future advances made by Lender for the protection or preservation of any of the Mortgaged Property, and (v) all other amounts coming due to Lender under any provision of any of the Loan Documents.

“Default Rate” shall mean the highest interest rate constituting a “Default Rate” under the Notes.

“Developer Rights” shall mean all of Grantor’s rights and powers as “developer”, “declarant” or words of similar import, under or pursuant to any recorded “declaration”, “covenant, conditions and restrictions”, “subdivision declaration”, “homes association declaration”, “business park declaration”, “condominium declaration”, “townhome declaration” or other document or instrument of similar import related to subdivision or development of the Mortgaged Property or any portion thereof.

“Environmental Activity” (whether one or more), shall mean any one or more of the following: (1) any present or future storage, holding, existence, release, emission, discharge, generation, abatement, disposition, handling or transportation of any Hazardous Substance from, on, under or otherwise relating to the Mortgaged Property or any Migration Tract, or the use, operation or occupancy thereof, or any threat of any such activity, including but not limited to any failure of all “hazardous waste” (as defined in RCRA) generated or removed from the Mortgaged Property to be removed and disposed of at sites and transported by carriers which maintain valid permits under RCRA and any other applicable Environmental Requirements; (2) any failure of any Person, including without limitation the Grantor, to comply with any of the Environmental Requirements relating to the Mortgaged Property or the ownership, use, operation or occupancy thereof, or any Migration Tract, including but not limited to any failure by any Person to properly obtain or file any notices, permits, licenses or similar authorizations, if any, required under any Environmental Requirements in connection with the Mortgaged Property or the ownership, use, operation or occupancy thereof; (3) any investigation, inquiry, order or proceeding by any Governmental Authority, and/or any remedial obligations of the Grantor or any Person under any Environmental Requirements relating to the Mortgaged Property or any Migration Tract; (4) any failure of any representation or warranty set forth in §20 of this Deed of Trust to be true and correct in all respects when made; and (5) any failure of the Grantor to perform, or cause to be performed, any covenant in §20 of this Deed of Trust.

“Environmental Claim” or “Environmental Claims” shall mean any and all claims, demands, actions or causes of action that are asserted at any time against Lender or any Indemnified Party which directly or indirectly relate to or arise from any Environmental Activity which occurs during the Indemnity Period.

“Environmental Requirements” shall mean, collectively: CERCLA; RCRA; the Hazardous Materials Transportation Act (49 U.S.C. §1802 et seq.); the Federal Water Pollution Prevention and Control Act (33 U.S.C. §1251 et seq.); the Safe Drinking Water Act (42 U.S.C. §300f et seq.); the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act, 33 U.S.C. §7401 et seq.; all international treaties, compacts, conventions and agreements having the force of law in the United States of America and all federal, state or local statutes, ordinances, codes, rules, regulations, orders and decrees, regulating, relating to or imposing liability or standards of conduct concerning any

hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter in effect, each as now or hereafter amended; and any and all judgments, orders, decrees, permits, licenses, authorizations, concessions, grants, franchises, agreements or other governmental restrictions or requirements relating to the environment or to any Hazardous Substance or to any Environmental Activity.

“Escrow Date” shall mean: (a) when used in relation to real estate taxes and assessments on the Mortgaged Property, the thirtieth (30th) day before any of such taxes and assessments are first due and payable in each year; and (b) when used with respect to insurance premiums, the thirtieth (30th) day before such premiums are due.

“Event of Default” shall mean an Event of Default as defined in §11.1 hereof, and any event, omission or circumstance otherwise specifically stated in this Deed of Trust to be an Event of Default.

“FEMA” shall mean the Federal Emergency Management Agency, and its successors.

“Fixtures” shall mean all fixtures, equipment, apparatus, machinery, fittings and appliances, chattels, building materials and tangible personal property of every kind and character, now or at any time hereafter affixed to or attached to or placed upon or used in any way in connection with the complete and comfortable use, enjoyment, occupancy, operation and/or maintenance of the Improvements or the Land, including such of the foregoing as may be used in connection with the generating or distributing of air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the removal of dust, refuse or garbage, and all renewals, replacements and substitutions thereof, additions and accessions thereto, and all spare parts for any of the same.

“Formation State” shall mean the state under the laws of which the Grantor is organized or formed.

“Governmental Authority” shall mean the United States of America, the State of Kansas, the State, any political subdivision of either of them, and any court, agency, department, commission, board, bureau, officer or instrumentality of any of them.

“Guarantors” shall mean “Guarantors” as defined in the Loan Agreement.

“Guaranty” shall mean that certain Guaranty Agreement (or collectively, Guaranty Agreements) of even date herewith given by the Guarantors to Lender as security for the payment of the Debt and/or the performance of any of the Obligations, and any amendments thereto made at any time.

“Hazardous Substance” shall mean: (a) any “hazardous substance” as such term is presently defined in CERCLA; (b) any additional substances or materials which are hereafter incorporated in or added to the definition of “hazardous substance” for the purposes of CERCLA; (c) any element, substance, compound or mixture, including disease-causing agents, now or hereafter designated as, or containing components designated as, hazardous, dangerous, toxic, harmful, and/or subject to regulation by any Environmental Requirement, including asbestos in any form and any substance containing asbestos, mold, urea formaldehyde foam

insulation, transformers or other equipment which contains dielectric fluid or polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials, lead and any waste, substance or material now or hereafter regulated by any Environmental Requirement; (d) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. §2014, as now or hereafter amended; (e) any lead-based paint; and (f) mold, fungus, microbacterial contamination or pathogenic organisms.

“Impositions” shall mean all taxes and assessments of every kind and nature now or hereafter assessed against or levied upon any of the Mortgaged Property or the revenues, rents, issues or profits thereof by any Governmental Authority, including real and personal property taxes, general and special assessments, inspection and license fees, water and sewer rents and charges

“Improvements” shall mean the buildings, structures and other improvements now or hereafter located on the Land.

“Indemnified Parties” shall mean collectively Lender, its successors, any subsequent holder(s) of the Notes, and any nominee(s) or designee(s) of Lender who shall purchase the Mortgaged Property (or any part thereof) at a sale upon foreclosure of this Deed of Trust, or who shall succeed to title to any or all of the Mortgaged Property by deed in lieu of foreclosure, and their respective agents, directors, officers, partners, members, shareholders, attorneys and employees.

“Indemnity Period” shall mean that period of time commencing with the beginning of time and ending on the earlier of: (i) the first date on which all sums and obligations payable under the Notes and other Loan Documents have been paid and the Lender’s obligation to make further disbursements of proceeds of the Loans has terminated; or (ii) the date on which Grantor’s title to the Mortgaged Property is transferred through foreclosure (judicial or by power of sale) of the lien of the Deed of Trust or by deed in lieu thereof.

“Intangibles” shall mean all goodwill, trademarks, trade names, option rights, purchase contracts, computer records and software, books and Records and general intangibles of the Grantor relating to any of the Mortgaged Property, all Intellectual Property, all rights of the Grantor under or with respect to all accounts, contract rights, instruments, chattel paper and other rights of the Grantor for payment of money for property sold or lent, for services rendered, for money lent, or for advances or deposits made, all rights of the Grantor to plans and specifications, designs, drawings, models and other matters prepared for any construction or renovation on the Land, all rights of the Grantor under any contracts executed by the Grantor as owner with any provider of goods or services in connection with any construction or renovation undertaken on, or services performed or to be performed in connection with, any part of the Mortgaged Property, and all other intangible property of the Grantor related to or used in connection with any of the Mortgaged Property, and shall specifically include, without limiting the foregoing, all trade insignia and logos (including goodwill related thereto), if any, used in connection with the operation of the Mortgaged Property.

“Intellectual Property” shall mean all patents, trademarks, trade names, and service marks, and related goodwill, now or hereafter acquired by Grantor.

“ISO” shall mean the Insurance Services Office.

“Land” shall mean all of the real property and interests in real property described on Exhibit A attached to and incorporated into this Deed of Trust.

“Leases” shall mean all agreements for use and occupancy of any part of the Mortgaged Property, now existing or hereafter entered into, including all present and future leases (including subleases), licenses, concessions, rights in respect of tenants holding over and tenancies following attornment, and all extensions, modifications, renewals or supplements to any lease, license or concession, and all cash or securities deposited with the Grantor to secure performance of the tenant’s obligations under such Lease.

“Legal Requirements” shall mean collectively (i) all present and future laws, ordinances, orders, rules, regulations and requirements of all Governmental Authorities, including those with respect to zoning, subdivision, building, safety, fire protection, wetlands protection, historical preservation, access for the handicapped or disabled, ecological or environmental matters; and (ii) all covenants, restrictions and conditions now or hereafter of record which may apply to any of the Mortgaged Property or the use, occupancy, possession, Maintenance, Restoration or enjoyment thereof.

“Lien” shall mean any mortgage, deed of trust, security agreement, financing statement, security interest, judgment lien, mechanic’s or materialman’s lien, any other lien, encumbrance, charge, retention or reservation of title as security, pledge, hypothecation or assignment as security, of any of, or upon, the Mortgaged Property, whether now existing or hereafter created, suffered or incurred.

“Loans” shall mean “Loans” as such term is defined in the Loan Agreement.

“Loan Agreement” shall mean that certain Loan Agreement dated the date hereof between Borrower and Lender, and any amendments, extensions and supplements thereto made at any time.

“Loan Documents” shall mean collectively the Loan Agreement, the Notes, this Deed of Trust, the Guaranty, financing statements to evidence security interests securing the Loans, and all other instruments, documents and agreements now or hereafter evidencing, securing or supporting any of the Debt or the Obligations, and any amendments, extensions and supplements to any of them made at any time.

“Maintenance” shall mean all repairs, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Property (whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen), that are necessary to keep the Mortgaged Property in good order, condition and repair, consistent with the standard described in §5.2 and suitable for the Permitted Uses.

“Migration Tract” shall mean any property other than the Land, from which any Hazardous Substance may move or migrate onto, into or under the Land (including the groundwater thereunder), and any property other than the Land into, onto or under which any Hazardous Substance may move or migrate from the Land (including the groundwater thereunder).

“Mortgaged Property” shall mean collectively all the property and interests, tangible and intangible, described or referred to in §§1.1, 1.2 and 1.3 hereof, whether now owned or hereafter acquired by Grantor.

“Net Condemnation Award” shall mean a Condemnation Award, less the costs and expenses, including reasonable attorney’s fees, incurred by Lender and/or Trustee in connection with such Condemnation Award and the Condemnation to which it relates.

“Net Insurance Proceeds” shall mean all of the proceeds and sums of money owed or becoming due or paid under any policy of insurance upon any of the Mortgaged Property, including any sums paid in settlement of any claim under any such insurance policy, less the costs and expenses, including reasonable attorney’s fees, incurred by Lender and/or Trustee in connection with such insurance proceeds and the Casualty to which they relate.

“Notes” shall mean “Notes” as such term is defined in the Loan Agreement.

“Obligations” shall mean the obligation to pay the Debt and all obligations of Grantor to Lender arising from or out of any of the Loan Documents.

“Permitted Encumbrances” shall mean only those matters listed as exceptions to coverage on Schedule B to the Lender’s policy of title insurance insuring the lien of this Deed of Trust; except that those matters which are listed in said policy as matters which are subordinate to the lien of this Deed of Trust shall be included as “Permitted Encumbrances” only as matters which are so subordinate, and notwithstanding any provision of any of the Loan Documents seemingly to the contrary, none of the Loan Documents shall be subject to such items so listed as subordinate.

“Permitted Uses” shall mean use solely as an office building and warehouse, and activities incidental thereto.

“Person” shall mean an individual, corporation, general partnership, limited partnership, limited liability company, unincorporated association, trust or any other legal entity.

“Personal Property” shall mean all tangible personal property now owned or hereafter acquired by Grantor.

“Personal Property Security” shall mean, collectively, all the Fixtures, Intangibles, and all other property described in §1.2 hereof, whether now owned or hereafter acquired by Grantor.

“Proceeds” shall mean all “Proceeds” as defined in the Code, with respect to the Collateral or Mortgaged Property, and includes without limitation proceeds of insurance payable by reason of loss or damage to Collateral or Mortgaged Property.

“RCRA” shall mean the Resources Conservation and Recovery Act of 1976, as now or hereafter amended (42 U.S.C. §6901 et seq.) and any regulations promulgated thereunder.

“Records” shall mean all “Records” as defined in the Code, now owned or hereafter acquired by Grantor, and includes without limitation all books, records, computer records and software relating to any part of the Mortgaged Property.

“Rents” shall mean: all rentals, security deposits, reimbursements and other sums of money now or hereafter due to Grantor under any Lease; all of the rents, issues, profits, royalties, income, receipts, revenues and earnings now or hereafter due Grantor under any Lease or arising from the use and enjoyment of any of the Mortgaged Property; all damages for default by any party under any Lease; all proceeds of any policy of insurance covering loss of rents or business interruption resulting from any Casualty; all rights of Grantor to collect and recover any of such amounts; and the proceeds of all such Rents.

“Restoration” shall mean the restoration, repair, rebuilding, alteration and/or replacement of any of the Mortgaged Property made necessary by any Casualty or Condemnation, to a condition as nearly as possible to its condition prior to such Casualty or Condemnation (but with such changes as Grantor may make pursuant to §7 hereof), and includes demolition, temporary repairs and the protection of the Mortgaged Property pending the completion of Restoration.

“State” shall mean the State of Nebraska.

“Transfer” shall mean: (a) with respect to Grantor’s interest in the Mortgaged Property, any sale, assignment, lease, transfer or conveyance (whether voluntarily, involuntarily, by operation of law or otherwise) of any of Grantor’s interest in the Mortgaged Property, or any agreement by Grantor to do any of the same; and (b) with respect to any ownership interest (whether stock, partnership interest, membership interest or otherwise) of any Person in Grantor, or any ownership interest (direct or indirect) in any Person which is a shareholder, partner, member or other owner of an interest in Grantor, any sale, assignment, conveyance, transfer, grant of a security interest in or encumbrance of any of such interest, or any agreement by any such Person to do so.

“Usury Law” shall mean any law or regulation of any Governmental Authority having jurisdiction, limiting the amount of interest that may be paid for the loan, use or detention of money and applicable to the Debt and/or any of the Obligations.

22. WAIVER OF TRIAL BY JURY.

LENDER, GRANTOR AND THE TRUSTEE IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION: (A) LENDER OR THE TRUSTEE BRINGS TO COLLECT AMOUNTS OWED UNDER OR SECURED BY THIS DEED OF TRUST; (B) ALLEGING THAT (I) LENDER OR THE TRUSTEE OR GRANTOR HAS BREACHED THIS DEED OF TRUST OR ANY AGREEMENT SECURED BY THIS DEED OF TRUST, (II) LENDER, THE TRUSTEE OR GRANTOR HAS BREACHED ANY OTHER AGREEMENT, EXPRESS OR IMPLIED, (III) LENDER OR THE TRUSTEE OR ANY OF LENDER’S OR THE TRUSTEE’S OFFICERS, EMPLOYEES OR AGENTS HAVE ACTED WRONGFULLY, NEGLIGENTLY OR OTHERWISE TORTIOUSLY WITH RESPECT TO

GRANTOR; OR (C) TO WHICH GRANTOR, LENDER AND/OR THE TRUSTEE ARE PARTIES. THIS WAIVER OF TRIAL BY JURY DOES NOT WAIVE EITHER GRANTOR'S, THE TRUSTEE'S OR LENDER'S RIGHT TO BRING A LAWSUIT THAT A JUDGE, WITHOUT A JURY, WOULD DECIDE.

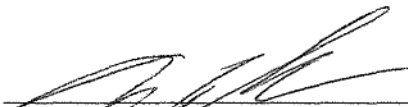
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]**

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

“GRANTOR”:

BOUNDLESS ENTERPRISES, LLC,
a Nebraska limited liability company

By:


Donald W. Eckles, in his capacity as
Trustee of the Donald W. Eckles
Revocable Trust under trust
agreement dated October 13, 2004,
Class A Member and Manager

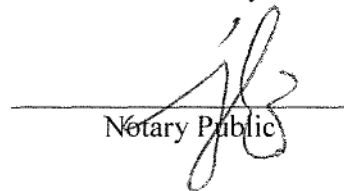
ACKNOWLEDGMENT

STATE OF CALIF)
) ss:
COUNTY OF ALAMEDA)

On this 12 day of MARCH, 2015, before me, a Notary Public in and for said County and State, personally appeared Donald Eckles, in his capacity as Trustee of the Donald W. Eckles Revocable Trust under trust agreement dated October 13, 2004, to me personally known, who, being by me duly sworn (or affirmed), did say that such trust is a Class A Member and Manager of Boundless Enterprises, LLC, a Nebraska limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members.

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

My Commission Expires: 12/23/2015


Notary Public

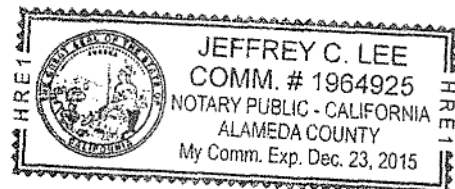


EXHIBIT A

Legal Description

A tract of land situated in the Northwest Quarter of Section 1, Township 14 North, Range 12 East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, described as follows:

Commencing at the Northwest corner of said Section 1 and running thence South along the West line of said Section 1, (being the centerline of 72nd Street) a distance of 1,664.80 feet to a point; thence due East a distance of 33.00 feet to a point on the North line of "J" Street; thence South 88°56' East along the North line of "J" Street a distance of 1,286.50 feet to a point; thence continuing along the North line of "J" Street South 89°50' East a distance of 17.00 feet to the point of beginning; thence from said point of beginning, continuing along the North line of "J" Street South 89°50' East 250.00 feet to a point; thence North 00°05' West a distance of 380.30 feet to a point; thence North 89°54' West a distance of 250 feet to a point; thence South 00°05' minutes East, a distance of 380.00 feet to the point of beginning. (The West line of said Section 1 is assumed as true North and South for the purposes of this description)

N E N W
S E N W