



**DEED OF TRUST**

THIS DEED OF TRUST is made on Friday, June 20, 2014.

The Trustors are Martin Group, LLC, represented by Dave Martin, also referred to herein as Trustor.

The Trustee is: Andrew R. Willis, Attorney at Law, Cline Williams Wright Johnson & Oldfather, L.L.P.  
address 233 South 13th Street, Lincoln, NE 68508.

The Beneficiary is the Nebraska Enterprise Fund, also known as Lender.

Beneficiary's address is 330 N Oakland Ave, Oakland, Nebraska 68045.

Trustors irrevocably convey to Trustee, in Trust, with power of sale, the following

LOT 16, BLOCK 1, SOUTH STREET BUSINESS PARK ADDITION, LINCOLN, LANCASTER  
COUNTY, NEBRASKA The Real Property or its address is commonly known as  
600 W. SOUTH STREET, LINCOLN, NE 68522. Parcel ID: 10 34 213 016 000.

together with all the rents and profits there from, all buildings of any kind situated thereon, and subject to  
easements and restrictions of record, if any.

Planet Earth Distilled Drinking Water, Inc. ("Borrower") owes Lender \$150,000, (One Hundred Fifty  
thousand), evidenced by Borrowers' 60 Month Note of June 20, 2014, payable according to the terms there  
of.

Trustors, as owners of Borrower, hereby acknowledge that Trustors will derive personal benefit from  
Lender's loan to Borrower, and Trustors have agreed to secure said loan with their personal real estate.

This Deed of Trust secures to Lender. (1) the Debt evidenced by said Note, (2) the payment of all other  
sums, with interest, advanced under the provisions hereafter to protect, maintain, and preserve the security,  
(3) the truth and accuracy of every statement made by Trustors in this Deed of Trust or the Note, and (4) the  
full and faithful performance of each and every covenant and agreement set forth in this Deed of Trust or  
the Note.

Trustors covenant that Trustors are lawfully seized of such real estate and have the legal power and lawful  
authority to convey the same and warrant and will defend title to the real estate against the lawful claims of  
all persons.

**TRUSTORS AND LENDERS AGREE AS FOLLOWS.**

1. Trustors shall pay when due, the principal and interest as provided in said Note
2. All payments received by Lender shall be first applied to advances, which may have been made by  
Lender and then to interest due and last to principal due.
3. Trustors shall pay all general real estate taxes and special assessments against the property before  
the same become delinquent.
4. If Lender determines that any part of the property is subject to a lien, which is or may attain  
priority over this Deed of Trust, Lender may give Trustors a notice identifying the lien and Trustors shall  
satisfy the lien within ten (10) days.
5. Trustors shall keep the improvements on said premises insured against loss by fire and hazards  
included within the term "extended coverage", for their insurable value and policies for the same shall  
include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss  
if not promptly made by Trustors. Insurance proceeds shall be applied to restoration or repair of the  
property damaged, unless both parties otherwise agree, except if restoration or repair is not economically  
feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein,  
whether or not then due. Trustors shall also maintain premises general liability in a customary and  
reasonable amount, naming Lender as an additional insured.

1  
205/BeqDA

Unless Lender and Trustors otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said Note, or change the amount of the payments

6. If Trustors fail to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this Deed of Trust, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Trustors secured by this Deed of Trust, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Trustors.

7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this Deed of Trust, whether or not then due, with any excess paid to Borrower.

8. Trustors shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on the property (except that the storage of small quantities of consumer products that are generally recognized to be appropriate for maintenance of such a property). Trustors shall not do, nor allow anyone else to do, anything affecting the property: (a) that is in violation of any Environmental Law, (b) which creates an environmental condition that adversely affects the property.

9. Trustors represent and warrant that there are no: (a) bankruptcy proceedings involving Trustors and none is contemplated, (b) unsatisfied judgments or record against Trustors, or (c) tax liens filed against Trustors.

10. Any extensions or modifications of the loan granted by Lender to any successor in Interest of Trustors shall not operate to release the liability of the original Trustors or Trustors, successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Any notice to Trustors provided for in this Deed of Trust shall be given by delivering it or may mailing it by first class mail unless Nebraska law requires use of another method, at the Trustors' last known address.

12. This Deed of Trust, and the Note which it secures, shall be governed by Nebraska law.

13. The failure to make any payment when due under this Deed of Trust or the Note, or Trustors' breach of any covenant or agreement in this Deed of Trust shall be an event of default.

14. Lender shall give notice to Trustors following Trustors' breach of any covenant or agreement in this Deed of Trust and the Note which it secures. The notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than thirty (30) days from the date the notice is given to Trustors by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this Deed of Trust and resale of the property. The notice shall further inform Trustors of the right to reinstate, after acceleration, and the right to bring a Court action to assert the nonexistence of a default or any other defense of Trustors to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by Nebraska law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees and costs of title evidence.

15. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Trustors, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one (1) or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees, (b) all sums expended under the terms of this Deed of Trust, if not repaid, together with the maximum interest permitted by law, (c) to all sums secured by this Deed of Trust; and (d) any excess to the person or persons legally entitled to it.

16. Upon acceleration under Paragraph 15 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this Deed of Trust.

