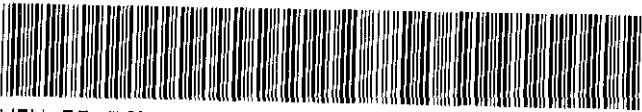



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**THIS IS A CONSTRUCTION SECURITY AGREEMENT WITHIN THE MEANING OF NEB. REV. ST. §52-127 AND IT SECURES AN OBLIGATION WHICH THE TRUSTOR (DEBTOR) INCURRED FOR THE PURPOSE OF MAKING AN IMPROVEMENT OF THE REAL ESTATE IN WHICH THE SECURITY INTEREST IS GRANTED.**

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

THIS DEED OF TRUST, CONSTRUCTION SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FINANCING STATEMENT (this "Deed of Trust") is made and entered into as of November 28, 2007, by DPD, Ltd., LLC, an Iowa limited liability company a/k/a DZD, Ltd., L.L.C. (hereinafter "Trustor"); TO AND IN FAVOR OF First National Bank of Omaha, a national banking association, as Trustee (hereinafter "Trustee"), FOR THE BENEFIT OF First National Bank of Omaha, a national banking association (hereinafter "Beneficiary"). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Loan Agreement (as defined below).

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including, without limitation, certain financial benefits that Trustor will derive from the funds advanced pursuant to the Notes (as defined below), Trustor irrevocably transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, and hereby grants to Beneficiary a security interest in, all of the real property located in Douglas County, Nebraska and described in Exhibit "A" attached hereto (the "Land");

TOGETHER WITH: All right, title, interest and estate of Trustor now owned or hereafter acquired in and to the following property, rights, interests, and estates:

(a) the Land and all infrastructure improvements for the future development of the Land, including grading and the installation of utilities (collectively, the "Infrastructure Improvements") and all buildings, structures, additions, and improvements now or hereafter located on the Land or belonging thereto (collectively, along with the Infrastructure Improvements, the "Improvements");

(b) all additional real property acquired for use in connection with the Land (collectively, the "Additional Lands");

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(c) all goods which are or are to become fixtures attached to the Land or Improvements (collectively, the **"Fixtures"**; and together with the Land, the Improvements and the Additional Lands, the **"Real Property"**);

(d) all easements, rights, rights-of-way, strips and gores of land, alleys, sewer rights, water and water rights relating to the Land, including reversions and remainders, if any, of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining the Land;

(e) all other estates, rights, titles, claims, interests, privileges, hereditaments and appurtenances of any nature whatsoever, in any way relating to the Land or Improvements;

(f) all leases, subleases, licenses, and other agreements affecting the use, enjoyment or occupancy of the Land, now or hereafter entered into, together with any extensions thereof and guarantees relating thereto (collectively, the **"Leases"**), and all rents, issues, revenues, profits, fees, charges, accounts, income, and other sums payable under the Leases (it being the intention of the Trustor that the Beneficiary shall have a continuing security interest and/or lien upon the Real Property's rents pursuant to 11 U.S.C. § 552(b)), all tenant security and other deposits, oil and gas or other mineral royalties, bonuses and rents, revenues, issues and profits relating to the Land and Improvements (collectively, the **"Rents"**);

(g) all accounts arising out of or in connection with the use or operation of the Land and Improvements, and the right to receive the same including, without limitation, revenues, fees, charges, accounts or other payments for the use or occupancy of the Land or Improvements or any part thereof; all accounts receivable, deposits, payments, deposit accounts, house banks, bank accounts, reserve accounts for capital improvements, furniture, fixture and equipment replacements, working capital accounts and time deposit accounts relating to any of the same, security deposit accounts, replacement reserve accounts, operating accounts and all other accounts established by or through Trustor pursuant to this Deed of Trust or any other Loan Document (as defined below) and all of Trustor's interest therein, and any and all amounts in any escrow fund for the purposes of payment of taxes, insurance premiums or other impositions in connection with the Land, Improvements or Equipment (as defined below), and all other rents, revenues, issues and profits now or hereafter accruing to the benefit of the Trustor, including, without limitation, (i) all charges and other compensation received or owing, rights of payment for the use of the Land, and (ii) all records and books of account (whether in printed or electronic form) now or hereafter maintained by or on behalf of the Trustor in connection with the operation of the Land and Improvements, ownership by the Trustor of the Equipment, or otherwise (collectively, the **"Accounts"**);

(h) all equipment, including, without limitation, all appliances, apparatus, machinery, devices, fixtures, appurtenances, equipment, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter located in or at, or used, useful or necessary in connection with any present or future occupation, operation or maintenance of, all or any part of the Land and the Improvements, and now owned or hereafter acquired by Trustor or arising out of Trustor's, right, title and interest in the Land and the Improvements, or otherwise (all of the foregoing is hereinafter referred to as the **"Equipment"**);

(i) all awards or payments, including interest thereon, which may be made with respect to the Land, Improvements, or Equipment, from the exercise of the right of eminent domain, or for any other injury thereto or decrease in the value thereof (collectively, the **"Awards"**);

(j) all policies of insurance relating to the Land, Improvements, or Equipment, all proceeds thereof, and any unearned premiums on any such insurance policies, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof;

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

(l) all refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Real Property as a result of tax certiorari or any applications or proceedings for reduction (collectively, the **"Tax Certiorari"**);

(m) the right, in the name and on behalf of Trustor, to appear in and defend any action or proceeding brought with respect to the Real Property and to commence any action or proceeding to protect the interest of Beneficiary in the Real Property (collectively, the **"Proceedings"**);

(n) all of Trustor's contract rights, and other rights to services or to the payment of money, including, without limitation, insurance proceeds and tort claims (including commercial tort claims), chattel paper, documents, instruments, general intangibles, and securities, together with all income therefrom, increases thereunder and proceeds thereof, patents, trademarks, tradenames, service marks and associated goodwill and registrations and registration applications, rights to telephone numbers, copyrights and copyright registrations and registration applications, architectural and engineering drawings, service marks, customer lists, books and records; all contracts, agreements, licenses, permits, approvals, warranties and representations, and all agreements, licenses or franchises relative to the use, operation, management, affiliation, license or franchises relating to the Real Property and all amendments thereto or substitutions therefor; and all repair, maintenance, and other service contracts relating to the Trustor's interest in the Land and Improvements, and all of the Trustor's right, title and interest in all equipment leases, contracts or agreements entered into for the lease, rental, hire or use by the Trustor of any equipment or service in connection with the operation, maintenance or occupation of the Land and Improvements (all of the foregoing are hereinafter collectively referred to as the **"Contracts and Permits"**); and

(o) all products and proceeds of the property described above.

The Land, Improvements, Additional Lands, Fixtures, Leases, Rents, Accounts, Equipment, Awards, Tax Certiorari, Proceedings, Contracts and Permits and all other real and personal property described in this paragraph are hereinafter collectively referred to as the **"Property."**

1. Secured Obligations. This Deed of Trust is given to secure the prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the following (collectively, the "**Obligations**"):

(a) all indebtedness, obligations and liabilities of Trustor under the Loan Agreement of even date herewith executed by and between the Trustor and Beneficiary (the "**Loan Agreement**"), and the promissory notes executed from time to time by Trustor in favor of Beneficiary in accordance with the Loan Agreement (the "**Notes**"), together with interest and prepayment premiums, if any, according to the terms thereof, and any other note given in substitution therefor or in modification, renewal, or extension thereof, in whole or in part;

(b) all indebtedness, liabilities, and obligations of Trustor now or hereafter incurred or arising pursuant to the provisions of this Deed of Trust or under any other agreement, assignment or instrument now or hereafter evidencing, securing and/or guarantying the obligations of the Trustor under the Loan Agreement, the Notes or any part thereof (the Loan Agreement, the Notes, this Deed of Trust and such other instruments and agreements, as the same may be amended, restated or otherwise modified from time to time, are hereinafter collectively referred to as the "**Loan Documents**");

(c) any and all other indebtedness, obligations, and liabilities of Trustor to Beneficiary of any nature whatsoever, whether arising out of contract, tort, or otherwise, including, without limitation, obligations arising under any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Trustor from Beneficiary, and any and all present and future guaranties made by Trustor in favor of Beneficiary, and any and all instruments and agreements evidencing such present and/or future loans, advances, other extensions of credit, and/or guaranties, together with interest, costs, expenses, attorneys' fees and other fees and charges. Trustor shall pay when due all installments of the principal of, and the interest on, the indebtedness evidenced by the Notes, and all charges, fees and all other sums as provided in the Loan Documents; and

(d) This is a construction security agreement within the meaning of Neb. Rev. Stat. §52-127 and it secures an obligation which Trustor (Debtor) incurred for the purpose of making an improvement of the Real Property in which the security interest is granted.

2. Warranty of Title. Trustor warrants to Trustee and Beneficiary that: (a) Trustor is lawfully seised and possessed of good, marketable, and indefeasible fee simple title to the Property, free and clear of all liens and encumbrances, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Trustee and Beneficiary. Trustor warrants and will forever defend the title to the Property against the claims of all persons.

3. Maintenance and Compliance with Laws. Trustor shall keep the Property in good condition and repair (ordinary wear and tear excepted), and shall promptly perform all repairs, replacements, and maintenance necessary to preserve its value. Trustor shall promptly complete or restore promptly and in good and workmanlike manner any portion of the Property which may be damaged or destroyed, and shall pay, when due, all claims for labor performed and materials furnished on or to the Land or Improvements, and any and all other claims which could result in a lien on the Property or any part thereof. Trustor shall not commit waste or

permit impairment or deterioration of the Property. Trustor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Property, any part thereof or the use thereof and shall comply with all covenants, conditions and restrictions filed of record against the Land or the Improvements.

4. Taxes. Trustor shall pay, and shall indemnify and hold harmless Trustee and Beneficiary from, each installment of all taxes and special assessments of every kind, now or hereafter levied and assessed against the Property, or any part thereof, or upon this Deed of Trust or the Obligations secured hereby, before delinquency, without notice or demand, and shall, upon request from Trustee or Beneficiary, provide evidence of the payment of same.

5. Liens. Trustor shall not create, incur or suffer to exist any lien, encumbrance or charge on the Property or any part thereof which might or could be held to be superior or inferior to the lien of this Deed of Trust, other than current non-delinquent real estate taxes and assessments and any such lien, encumbrance or charge consented to in writing by Beneficiary. Trustor shall pay, when due, the claims of: (i) all persons supplying labor or materials to or in connection with the Property, and (ii) registered or certified surveyors or engineers, or licensed architects, or their professional consultants supplying professional services in connection with the Property.

6. Insurance. Trustor shall maintain insurance as required pursuant to the Loan Agreement. In the event of any loss or damage to the Property, all insurance proceeds paid to Trustor payable as a result thereof shall be payable to Beneficiary and applied to the outstanding Obligations secured hereby.

7. Actions Affecting Property. Trustor shall appear in and contest any action or proceeding purporting to affect the Property or the rights or powers of the Beneficiary or Trustee hereunder, and shall pay all costs and expenses, including cost of evidence of title and attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or do any act as and in the manner provided in any of the Loan Documents, Beneficiary and/or Trustee, each in their own discretion, without obligation to do so and after written notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect their respective interest in and to the Property. Trustor shall, immediately upon demand therefor by Beneficiary or Trustee, pay all costs and expenses incurred by Beneficiary or Trustee in connection with the exercise by Beneficiary or Trustee of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorneys' fees.

8. Condemnation. Should the Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding or in any other manner including a deed in lieu of condemnation, or should Trustor receive any notice or other information regarding any such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefore which shall be applied to the outstanding Obligations secured hereby. Beneficiary shall be entitled, at its sole option, to commence, appear in and prosecute in its own name any such action or proceedings. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (the "**Condemnation Proceeds**") are hereby assigned to Beneficiary to the extent of the Obligations secured hereby and Trustor shall execute such further assignments of the Condemnation Proceeds as Beneficiary or Trustee may require.

Condemnation Proceeds shall be payable to Beneficiary and applied to the outstanding Obligations secured hereby.

9. Leases and Rents. Trustor agrees that Beneficiary has the right to enter the Property for the purpose of enforcing its interest in the Leases and the Rents. Nevertheless, subject to the terms of this Section 9, Beneficiary grants Trustor a limited license to collect the Rents. Trustor shall hold the Rents, or that portion thereof sufficient to discharge all current sums due and unpaid by Trustor under the terms of the Notes, whichever is less, in trust for use in the payment of the Obligations. Trustor further agrees that it will not cancel, terminate, amend or modify the Leases without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld.

Upon the occurrence of an Event of Default (as hereinafter defined), Trustor's limited license to collect Rents shall automatically terminate, and any Rents previously collected and in Trustor's possession shall thereafter be held in trust for use in payment of the Obligations. Beneficiary may enter upon the Property, collect and retain the Rents and apply the Rents toward payment of the Obligations in such priority and proportions as Beneficiary in its discretion shall deem proper. Upon request, Trustor shall furnish Beneficiary with executed copies of all Leases. In addition, all renewals of Leases and all proposed Leases shall provide for rental rates comparable to existing local market rates (taking into account reasonable free-rent periods or other promotional discounts consistent with local market conditions) and shall be arm's length transactions. All Leases shall provide that they are subordinate to this Deed of Trust, and that the lessee attorns to Beneficiary.

10. Authorized Entry; Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Documents.

11. Transfer of Property. Trustor shall not sell or transfer all or any part of the Property or any interest therein, including, but not limited to, by an option to sell, a sale or transfer by deed or by land contract or by contract for deed, without Beneficiary's prior written consent. In the event of a violation of the provisions of this Section 11, Beneficiary may, at Beneficiary's option, declare all Obligations secured by this Deed of Trust to be immediately due and payable. If Beneficiary exercises the foregoing option to accelerate, Beneficiary shall mail to Trustor a notice of acceleration which notice shall provide a period of not less than twenty (20) days from the date the notice is mailed within which Trustor must pay the sums declared due. If Trustor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Trustor, invoke any remedies granted or permitted herein or provided by law.

12. Default. Any default of any of the provisions of this Deed of Trust by Trustor or any default under and as defined in any other Loan Document shall constitute an event of default (an "**Event of Default**") under this Deed of Trust.

13. Certain Remedies. Without limiting the rights of the Beneficiary under the Loan Documents, upon the occurrence of an Event of Default, the Beneficiary may exercise any and all rights and remedies to the extent the same may be available to a mortgagee or Beneficiary at law or in equity, including but not limited to the following:

(a) Beneficiary may enter upon, take immediate possession of, manage, and operate the Property or any part thereof; make repairs and alterations and do any acts which Beneficiary deems reasonably proper and necessary or advisable to protect the security hereof, including but not limited to those granted Beneficiary pursuant to the other Loan Documents; and either with or without taking possession, in its own name, sue for or otherwise collect and receive Rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees and the Beneficiary's costs, upon the Obligations and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and make available to Beneficiary at the Real Property any of the Property which has been removed therefrom. The entering upon and taking possession of the Property, the collection of any Rents, issues or profits and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any Notice of Default hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Beneficiary's continuance in possession or receipt and application of Rents, issues or profits, Beneficiary shall be entitled, as a matter of right, to exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of an Event of Default. Any of the actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary is so entitled without regard to the adequacy of any security for the Obligations.

(b) Beneficiary shall, without regard to the adequacy of any security for the Obligations, be entitled to the immediate ex parte appointment of a receiver by any court having jurisdiction, without notice, to take possession of and protect the Property and operate the same and collect the Rents, issues and profits therefrom.

(c) Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust or to enforce any of the covenants hereof.

(d) Trustee may, and upon the request of Beneficiary shall, elect to cause the Property or any part thereof to be sold as follows:

(i) Trustee may proceed as if all of the Property were real property in accordance with Section (iv) below, or Trustee may elect to treat any of the Property which consists of a right in action or which is property that can be severed from the Real Property without causing structural damage thereto as if the same were personal property and dispose of the same in accordance with Section (iii) below, separate and apart from the sale of any real property, the remainder of the Property being treated as real property.

(ii) Trustee may cause any such sale or other disposition to be conducted immediately upon the expiration of any redemption period required by law, or Trustee may delay any such sale or other disposition for such period of time as Trustee deems to be in its best interest. Should Trustee desire that more than one such sale or other disposition be conducted, Trustee may, at its option, cause the same to be conducted simultaneously, or successively on the same day, or at such different days or times and in such order as Trustee may deem to be in Beneficiary's best interest.

(iii) Should Trustee elect to cause any of the Property to be disposed of as personal property as permitted in subparagraph (i) above, it or Beneficiary

may dispose of any part thereof in any manner now or hereafter permitted by Article 9 of the Uniform Commercial Code or in accordance with any other remedy provided by law. Both Trustor and Beneficiary shall be eligible to purchase any part or all of such property at any such disposition. Any such disposition may be either public or private as Trustee or Beneficiary may so elect, subject to the provisions of the Uniform Commercial Code. Trustee or Beneficiary shall give Trustor at least ten (10) days' prior written notice of the time and place of any public sale or other disposition of such property and if such notice is sent to Trustor at the address above set forth, it shall constitute reasonable notice to Trustor.

(iv) Should Trustee elect to sell the Property which is real property or which it has elected to treat as real property, upon such election, Trustee shall give such Notice of Default and election to sell as may then be required by law. Thereafter, upon the expiration of such time and the giving of such Notice of Sale as may then be required by law, Trustee, at the time and place specified by the Notice of Sale, shall sell such Property, or any portion thereof specified by Trustee, at public auction to the highest bidder for cash in lawful money of the United States. Trustee may, and upon request of Beneficiary shall, from time to time, postpone the sale by public announcement thereof at the time and place noticed therefor. If the Property consists of several lots or parcels, Trustee may designate the order in which such lots or parcels shall be offered for sale or sold. Any person, including Trustor, Trustee, or Beneficiary may purchase at the sale. Upon any sale, Trustee shall execute and deliver to the purchaser or purchasers, a deed or deeds conveying the property so sold, but without any covenant or warranty whatsoever, express or implied, whereupon such purchaser or purchasers shall be led into immediate possession.

(v) This instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of an Event of Default may be foreclosed as to any of the Property in any manner permitted by the laws of the State of Nebraska or of any other state in which any part of the Property is situated, and any foreclosure suit may be brought by the Trustee or by the Beneficiary. In the event a foreclosure hereunder shall be commenced by the Trustee, or its substitute or successor, the Beneficiary may at any time before the sale of the Property direct the said Trustee to abandon the sale, and may then institute suit for the collection of the Notes and the other Obligations, and for the foreclosure of this Deed of Trust. It is agreed that if the Beneficiary should institute a suit for the collection of the Notes or any other Obligations and for the foreclosure of this Deed of Trust the Beneficiary may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee or his substitute or successor to sell the Property in accordance with the provisions of this Deed of Trust.

(vi) In the event of a sale or other disposition of any such property, or any part thereof, and the execution of a deed or other conveyance pursuant thereto, the recitals therein of facts, such as default, the giving of Notice of Default, and Notice of Sale, terms of sale, purchaser, payment of purchase money, and any other fact affecting the regularity or validity of such sale or disposition, shall be conclusive proof of the truth of such facts; and any such deed or conveyance shall be conclusive against all persons as to such facts recited herein.



(vii) The proceeds of any sale or disposition hereunder, together with any other sums which then may be held by Trustee or Beneficiary under this Deed of Trust, whether under the provisions of this paragraph, or otherwise, shall be applied as follows: FIRST, to the expenses of such sale or disposition together with Trustee's fees and reasonable attorneys' fees and expenses, Beneficiary's costs and the actual cost of publishing, recording, mailing posting notice to the cost of any search or other evidence of title procured in connection therewith, if applicable, and recordation and transfer taxes and other charges, if any, on any release or deed of reconveyance; SECOND, to the payment of all amounts secured by this Deed of Trust, including but not limited to those set forth in the Notes and any other Loan Document, and all other sums due Beneficiary from Trustor; THIRD, to all other sums secured the Property; and FOURTH the remainder, if any, to the person or persons legally entitled thereto in the order of their priority.

The Beneficiary shall have the right to become the purchaser at any sale held by any Trustee or substitute or successor or by any receiver or public officer, and Beneficiary shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Obligations owing to Beneficiary, or if Beneficiary holds less than all of such indebtedness the pro rata part thereof owing to Beneficiary, accounting to all other beneficiaries or noteholders not joining in such bid in cash for the portion of such bid or bids apportionable to such nonbidding beneficiary or noteholder.

14. Remedies Not Exclusive. Trustee and Beneficiary shall each be entitled to enforce payment and performance of any indebtedness or obligations secured by this Deed of Trust and to exercise all rights and powers under this Deed of Trust, under the Notes, under any of the Loan Documents, or under any other agreement with Trustor or any laws now or hereafter in force; notwithstanding some or all of such indebtedness and obligations secured by this Deed of Trust may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, by court action or pursuant to the power of sale or other powers contained in this Deed of Trust, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy conferred upon or reserved to Trustee or Beneficiary, is intended to be exclusive of any other remedy in this Deed of Trust or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given in this Deed of Trust or now or hereafter existing at law or in equity or by statute. Every power or remedy given to Trustee or Beneficiary by the Notes, this Deed of Trust or any of the Loan Documents, or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies. Nothing in this Deed of Trust shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

15. Security Agreement; Financing Statements.

(a) Security Agreement. This Deed of Trust is both a real property deed of trust and a "security agreement" within the meaning of the Uniform Commercial Code in effect in the State of Nebraska, as amended from time to time (the "UCC"). The Property includes both real and personal property and all other rights and interest,

whether tangible or intangible in nature, of Trustor in the Property. TRUSTOR HEREBY GRANTS TO BENEFICIARY, AS SECURITY FOR THE OBLIGATIONS, A SECURITY INTEREST IN THE PROPERTY TO THE FULL EXTENT THAT THE PROPERTY MAY BE SUBJECT TO THE UCC OR THE UNIFORM COMMERCIAL CODE OF ANY OTHER STATE OR STATES WHERE THE PROPERTY IS SITUATED (said portion of the Property so subject to the UCC being called in this paragraph the "Collateral"). If an Event of Default shall occur, Beneficiary, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a Beneficiary upon default under the UCC, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Beneficiary may deem reasonably necessary or advisable for the care, protection and preservation of the Collateral. Trustor shall pay to Beneficiary on demand any and all expenses, including attorneys' fees and expenses, incurred or paid by Beneficiary in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral.

(b) Financing Statements. Trustor authorizes Beneficiary to prepare and file such financing statements and take such other action to perfect and continue Beneficiary's security interest in the Property, and agrees to execute any and all documentation and take such other actions as may be requested by Beneficiary for such purposes. In addition to recording this Deed of Trust in the real property records, Beneficiary may, at any time and without further authorization from Trustor, file counterparts, copies or reproductions of this Deed of Trust as financing statements. Trustor shall pay to Beneficiary on demand any and all expenses, including attorneys' fees and expenses, incurred or paid by Beneficiary in perfecting, continuing, and protecting its interest in the Property and in enforcing its rights hereunder with respect to the Property. Trustor agrees that the requirement of reasonable notice under the UCC shall be met if such notice is given at least ten (10) days before the time of the sale or disposition (provided, however, that this sentence shall not be construed to prohibit a shorter notice period, if commercially reasonable under the circumstances or otherwise permitted by the UCC).

16. 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 Property which now is or hereafter becomes fixtures related to the Land. For this purpose, the following information is set forth:

(a) Name and address of Debtor:

DPD, Ltd., LLC  
3900 Dahlman Avenue  
Omaha, Nebraska 68107

(b) Name and Address of Secured Party:

First National Bank of Omaha  
1620 Dodge Street  
Omaha, NE 68197

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

- (d) Description of Land: See Exhibit "A".
- (e) Owner of Record of Land: Debtor.
- (f) This Financing Statement covers Proceeds.
- (g) Products of the Collateral are also covered.

17. Requests for Notice. Trustor hereby requests a copy of any Notice of Default and any Notice of Sale hereunder be mailed to Trustor at Trustor'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 Beneficiary hereunder request that a copy of any Notice of Default and any Notice of Sale under any deed of trust recorded against the 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.

18. Notices. All notices and other communications provided for herein shall, unless otherwise stated herein, be in writing and shall be personally delivered or sent by certified mail, postage prepaid, by prepaid overnight nationally recognized courier, or by facsimile, to the intended party at the address or facsimile number of such party set forth as follows:

If to Trustee or Beneficiary:

First National Bank of Omaha  
1620 Dodge Street  
Omaha, NE 68197  
Attention: Justin M. Mahoney  
Facsimile No. (402) 498-5119

With a copy to:

Koley Jessen P.C.  
One Pacific Place, Suite 800  
1125 S. 103 Street  
Omaha, Nebraska 68124-1079  
Attention: Marlon Lofgren  
Facsimile No. (402) 390-9005

If to Trustor:

DPD, Ltd., LLC  
3900 Dahlman Avenue  
Omaha, Nebraska 68107  
Attention: Frank Sommer and Todd Zabel  
Facsimile No. (402) 734-0622

With a copy to:

Baird Holm LLP  
1500 Woodmen Tower  
Omaha, Nebraska 68102-2068  
Attn: Jerry Strasheim  
Facsimile No. (402) 344-0588

or at such other address or facsimile number as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective (a) if personally delivered, when delivered, (b) if sent by certified mail, three days after having been deposited in the mail, postage prepaid, (c) if sent by overnight courier, one business day after having been given to such courier, or (d) if transmitted by facsimile, when sent.

19. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

20. Further Assurances; Attorney-in-Fact. At any time, upon request of Beneficiary, Trustor will make, execute and deliver to Beneficiary or to Beneficiary's designee, and when requested by Beneficiary, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Beneficiary may deem appropriate, any and all such mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, affidavits, certificates, and other documents as may, in the sole opinion of Beneficiary, be necessary or desirable in order to effectuate, complete, perfect, continue, preserve or enforce: (a) the obligations of Trustor under the Notes, this Deed of Trust, and the Loan Documents, and (b) the liens and security interests created by this Deed of Trust and the Loan Documents as first and prior liens on the Property. Trustor shall reimburse Beneficiary for all reasonable costs and expenses incurred in connection with the matters referred to in this paragraph. For purposes of taking such action or executing such documents, Trustor hereby irrevocably appoints Beneficiary as Trustor's attorney-in-fact.

21. Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the County in which the Real Property is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska, substitute a successor or successors to the Trustee named herein or acting hereunder.

22. Miscellaneous. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, respective personal or legal representatives, successors and assigns. All references to the term "**beneficiary**" herein shall mean the owner and holder of the Notes, whether or not named as beneficiary herein. This Deed of Trust shall be governed by Nebraska law. If any provision or any clause of any of the Loan Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Documents which can be given effect without the conflicting provision, and to this end the provisions of the Loan Documents are declared to be severable. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust. This instrument cannot be waived, changed, discharged or terminated orally, but

only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought. If more than one person comprises Trustor, all obligations of the Trustor hereunder shall be joint and several.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, Trustor has executed and delivered this Deed of Trust as of the date first above written.

DPD, Ltd., LLC, an Iowa limited liability company  
a/k/a DZD, Ltd., L.L.C.

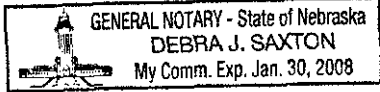
By: *David Zimmerman*

Its: *Managing Member*

ACKNOWLEDGEMENTS

STATE OF NEBRASKA            )  
  ) ss  
COUNTY OF DOUGLAS        )

The foregoing Deed of Trust was acknowledged before me on this 28 day of November, 2007, by *David Zimmerman, Managing Member* of DPD, Ltd., LLC, an Iowa limited liability company a/k/a DZD, Ltd., L.L.C.



*Debra J. Saxton*  
Notary Public

Exhibit "A"

Legal Description of Land

Parcel 1 – The property located at 3900 Dahlman Avenue, Omaha, Nebraska and legally described as follows:

Lot 1, Nelson Acres Replat 1, an Administrative Subdivision in the City of Omaha, Douglas County, Nebraska. 35-27211

Parcel 2 – The property located at 4118 Dahlman Avenue, Omaha, Nebraska and legally described as follows: 04-81000

Lots One (1) and Two (2) and the North One Hundred (100) feet of Lot Three (3), Block 263, lying East of the Chicago, Burlington and Quincy Railroad Company right of way, together with Lots Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), Block 262, and the West Thirty (30) feet of Lots One (1), Two (2), Three (3), and Four (4), Block 262, together with the South Twenty-five (25) feet of Lot Four (4), Block 262, all in the Original City of South Omaha, Douglas County, Nebraska, together with vacated Palmer Street and vacated alley within aforescribed legal. (11)

Parcel 3 – The property located at 4202 Dahlman Avenue, Omaha, Nebraska and legally described as follows: 04-81000

Lots 5 to 10 inclusive, in the Replat of Block 262, and also the Southerly part of Lot 3, in Block 263, and also Lots 1 to 6, inclusive, in the Replat of Block 302, and also all of those portions of the vacated streets and alleys abutting thereon, all in the original City of South Omaha, and now all part of the City of Omaha, and all bounded as follows, to wit: On the Westerly and Southwesterly sides by the Easterly line of the Chicago, Burlington and Quincy Railroad right of way, and on the Southeasterly and Easterly sides by the Westerly line of Dahlman Avenue, and on the North side by the North lines of said Lots 5 and 10, in said Replat of Block 262, extended from said Dahlman Avenue Westward to said railroad right of way, all situated in the City of Omaha, Douglas County, Nebraska. (12)