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WHEN RECORDED MAIL TO:
 Loan Operations
 333 West Broadway
 Council Bluffs, IA 51501

Received - RICHARD TAKECHI
 Register of Deeds, Douglas County, NE
 11/24/2004 13:37:37.55



2004153528

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

#441176
THIS HAZARDOUS SUBSTANCES AGREEMENT dated November 16, 2004, is made and executed among St. Andrews United Methodist Church, a Nebraska non-profit corporation; 15050 W Maple RD; Omaha, NE 68116 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and American National Bank, 90th & Dodge Branch, 8990 W Dodge Road, Omaha, NE 68114 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a Loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following Real Property located in Douglas County, State of Nebraska:

Lot One (1), Torrey Pines Plat No. 6, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

The Real Property or its address is commonly known as 15050 West Maple Road, Omaha, NE 68116.

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

Use of Property. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substance by any person on, under, or about the Property.

Hazardous Substances. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Collateral, whenever and whether owned by previous Occupants, has ever contained asbestos, PCB or other Hazardous Substances, whether used in construction or stored on the Collateral.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

AFFIRMATIVE COVENANTS. Subject to disclosures made and accepted by Lender in writing, Indemnitor covenants with Lender as follows:

Use of Property. Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances.

Compliance with Environmental Laws. Indemnitor shall cause the Collateral and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Collateral or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

Preventive, Investigatory and Remedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Loan default rate, or in the absence of a default rate, at the Loan interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit

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HAZARDOUS SUBSTANCES AGREEMENT (Continued)

Loan No: 441776

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DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

Collateral. The word "Collateral" means all of Indemnitor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include, without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

Lender. The word "Lender" means American National Bank, its successors and assigns.

Occupant. The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Collateral, whether as owner, tenant, operator or other occupant.

Property. The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED NOVEMBER 16, 2004.

BORROWER:

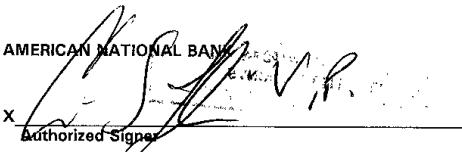
ST. ANDREWS UNITED METHODIST CHURCH, A NEBRASKA NON-PROFIT CORPORATION

By: Julie Moore
Julie Moore, Chair of the Finance Comm of St. Andrews United Methodist Church, a Nebraska non-profit corporation

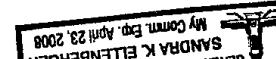
By: Beth Whited
Beth Whited, Chair of the Admin Counc. of St. Andrews United Methodist Church, a Nebraska non-profit corporation

By: Scot Thompson
Scot Thompson, Chair Board of Trustees of St. Andrews United Methodist Church, a Nebraska non-profit corporation

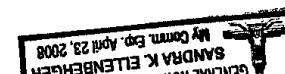
LENDER:


X Authorized Signer
AMERICAN NATIONAL BANK

LENDER ACKNOWLEDGMENT

<p>On this <u>16</u> day of <u>July</u>, 2008,</p> <p>I, <u>Mark L. Ellenerger</u>,</p> <p>a Notary Public in the State of <u>Nebraska</u>,</p> <p>Residing at <u>1015 1/2 10th Street</u>,</p> <p>My commission expires <u>Aug 23, 2008</u></p>	
<p>GENERAL NOTARY-SLATE OF NEBRASKA</p>	
<p>My Comm. Exp. April 23 2008</p>	

The seal of the State of Nebraska, featuring a central shield with a plow, a sheaf of wheat, and a picket fence, surrounded by a circular border with the state's name and the motto "Ense petit placidam sub libertate quietem".

<p>On this <u>20</u> day of <u>July</u>, before me, the undersigned Notary Public, personally appeared Julie Moore, Charter of St. Andrews Methodist Church, a Nebraska non-profit corporation; Ethel Whitehead, Chair of the Finance Committee of St. Andrews Methodist Church, a Nebraska non-profit corporation; Charles Board of Trustees of St. Andrews United Methodist Church, a Nebraska non-profit corporation; Scott Thompson, Nebraska Board of Trustees of St. Andrews United Methodist Church, a Nebraska non-profit corporation; and known to me to be the authorized agents of the corporation that executed the Hazardous Substances Agreement, and known to me to be the free and voluntary act and deed of the corporation, by authority of its bylaws or by resolution of its board of directors, for the uses and purposes herein contained, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.</p>	 <p>GENERAL NOTARY - STATE OF NEBRASKA SANDRA K. ELLINGERER My Comm. Exp. April 23, 2008</p>
<p><u>Julie Moore</u></p>	
<p><u>Ethel Whitehead</u></p>	
<p><u>Charles</u></p>	
<p><u>Scott Thompson</u></p>	
<p><u>Sandra K. Ellingerer</u></p>	

A rectangular notary seal with a black border. Inside, the text "GENERAL NOTARY-State of Nebraska" is at the top, followed by "SANDRA K. ELLENEGER" in the center, and "My Comm. Exp. April 23, 2008" at the bottom. A small drawing of a pen is in the bottom right corner.

CORPORATE ACKNOWLEDGMENT