



Return to:

Seacrest & Kalkowski, PC, LLO
1111 Lincoln Mall, Suite 350
Lincoln, NE 68508

SECOND DEED OF TRUST

This SECOND DEED OF TRUST is made as of this 16th day of February, 2015, among Borrower, **Suleiman Technology Park, LLC**, a Nebraska limited liability company ("**Borrower**"), whose address is 6030 Village Drive, Suite 200, Lincoln, Nebraska 68516, Trustee, **Kent Seacrest**, an individual ("**Trustee**"), whose address is 1111 Lincoln Mall, Suite 350, Lincoln, Nebraska 68508, and the Beneficiary, **Suleiman Technology Park II, LLC**, a Nebraska limited liability company ("**Lender**"), whose address is 6030 Village Drive, Suite 200, Lincoln, Nebraska 68516.

UNENLITENED
BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, all of Borrower's estate, right, title, and interest in, to and under the property which is described as **Lot Five (5), Block One (1), University of Nebraska Technology Park 1st Addition, Lincoln, Lancaster County, Nebraska ("Property")**.

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents (subject, however, to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Second Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Second Deed of Trust is on a leasehold) are also herein referred to as the ("**Property**");

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's Secured Promissory Note dated this even date (herein "**Note**"), in the principal sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) with interest thereon, with the balance of the indebtedness, if not sooner paid, due and payable on the date three (3) years after the Effective Date stated in the Note; (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Second Deed of Trust; (c) the performance of the covenants and agreements of Borrower herein contained; and (d) the repayment of any Future Advances, as defined herein, with interest thereon, made to Borrower by Lender.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, except for easements, restrictions of record and the Deed of Trust, dated as of this even date by Borrower as Trustor, Kent Seacrest, an individual as Trustee and Eric Hollabaugh, M.D., an individual as Lender ("**First Deed of Trust**"), and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance commitment or policy insuring Lender's interest in the Property; and that this Second Deed of Trust is a second lien on the Property.

NOW THEREFORE, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as

provided in the Note, and the principal of and interest on any Future Advances secured by this Second Deed of Trust.

2. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Second Deed of Trust, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Except for the First Deed of Trust, the Borrower shall promptly discharge any lien which has priority over this Second Deed of Trust, provided that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith, contest such lien by, or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

3. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Second Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not promptly notified by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Second Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or the security of this Second Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Second Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Second Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraph 1 hereof or change the amount of such installments. If under paragraph 16 hereof, the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Second Deed of Trust immediately prior to such sale or acquisition.

4. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

5. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Second Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but

not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 5, with interest thereon, shall become additional indebtedness of Borrower secured by this Second Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts, shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 5 shall require Lender to incur any expense or take any action hereunder.

6. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Second Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Second Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Second Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnation or offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Second Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraph 1 hereof or change the amount of such installments.

8. Borrower Not Released. Extension of the time for payment of the sums secured by this Second Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment of the sums secured by this Second Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

9. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Second Deed of Trust.

10. Remedies Cumulative. All remedies provided in this Second Deed of Trust are distinct and cumulative to any other right or remedy under this Second Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Second Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Second Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the address written above or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail return receipt requested, to Lender's address written above or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Second Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Uniform Deed of Trust; Governing Law; Severability. This form of Second Deed of Trust combines uniform covenants for national use and nonuniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Second Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Second Deed of Trust or the event that any provision or clause of this Second Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Second Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Second Deed of Trust and the Note are declared to be severable.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Second Deed of Trust at the time of execution or after recordation hereof.

15. Partial Deed of Reconveyances; Transfer of Three Parcels; Due-On-Sale. Upon Borrower selling or transferring individual lot(s) or portions of the Property or an interest therein, the Borrower may request that the Lender direct the Trustee to reconvey the applicable real estate interest in the Property to the Borrower to permit the Borrower to complete the sale or transfer free of this Second Deed of Trust. Upon such request by the Borrower, the Lender shall request Trustee to reconvey the applicable real estate interest in the Property to the Trustor in order to complete the closing of the sale or transfer. Notwithstanding any contrary provisions herein, when the last parcel of (i) Lot 1, Block 1, University of Nebraska Technology Park Original, Lincoln, Lancaster County, Nebraska, (ii) Outlot A, University of Nebraska Technology Park Second Addition, Lincoln, Lancaster County, Nebraska and (iii) Outlot A, University of Nebraska Technology Park Third Addition, Lincoln, Lancaster County, Nebraska is sold or transferred by Borrower, then all sums secured by this Second Deed of Trust shall be immediately due and payable under this Second Deed of Trust invoking any remedies permitted by paragraph 16 hereof and the Lender shall only request Trustee to reconvey the last applicable real estate parcel described in this sentence to the Trustor upon full payment of the sums due and payable under this Second Deed of Trust.

16. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Second Deed of Trust, including the covenants to pay when due any sums secured by this Second Deed of Trust, Lender prior to acceleration, shall mail notice to Borrower as provided in paragraph 12 hereof, specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Second Deed of Trust and sale of the Property. The notice shall further inform Borrower 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 Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Second Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expense incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorney's fee, to

the extent permitted by law.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which the Property or some part thereof is located and shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Borrower, 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 or more parcels and in such order as Trustee may determine. 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 Lender's 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 sold. 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 reasonable costs and expenses of the sale, including, but not limited to, actual expense of Trustee and Trustee's legal fees and costs of title evidence; (b) to all sums secured by this Second Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

17. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof 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. All 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's fees, and then to the sums secured by this Second Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

18. Future Advances. Upon request of Borrower, Lender, at Lender's option, prior to full reconveyance of the Property by Trustee to Borrower, may make ("**Future Advances**") to Borrower. Such Future Advances, with interest thereon, shall be secured by this Second Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Second Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Second Deed of Trust, exceed the original amount of the Note.

19. Reconveyance. Upon payment of all sums secured by this Second Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Second Deed of Trust and all notes evidencing indebtedness secured by this Second Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

20. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Second Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

21. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower's address identified in paragraph 12.

22. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall

be interpreted according to the application of rules of interpretation of contracts generally.

23. Construction. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

24. Entire Agreement. This Agreement contains the entire agreement of the parties. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

25. Professional Fees. If either party brings any action for any damages, collection of any sums payable or secured herein, protection of a lien or a parties title or other relief against the other or for a declaration or determination of any matter relating to this Agreement, the losing party shall pay to the prevailing party, to the extent permitted by law, a reasonable sum for attorneys', architects', engineers', brokers', and other professionals' fees in such suit, and such obligation shall be incurred on commencement of any action whether or not such action is prosecuted to judgment or final determination.

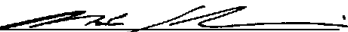
26. Time of the Essence. Time is of the essence of this Agreement.

27. Counterparts. This Second Deed of Trust may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Second Deed of Trust as of the date written above.

"BORROWER"

Suleiman Technology Park, LLC,
a Nebraska limited liability company

By: 
Mark Suleiman, Manager

"TRUSTEE"



Kent Seacrest

"LENDER"

Suleiman Technology Park II, LLC, a Nebraska
limited liability company

By: 
Mark Suleiman, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

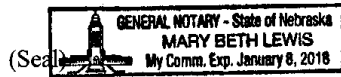
The foregoing instrument was acknowledged before me this 9th day of February, 2015, by Mark Suleiman, Manager of **Suleiman Technology Park, LLC**, a Nebraska limited liability company, on behalf of the limited liability company, as Trustor.



Kent Seacrest
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me as of this 17 day of February, 2015, by **Kent Seacrest**, an individual, as Trustee.



Mary Beth Lewis
Notary Public

STATE OF ~~State~~ NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 9th day of February, 2015, by Mark Suleiman, Manager of **Suleiman Technology Park II, LLC**, a Nebraska limited liability company, on behalf of the limited liability company, as Borrower.



Kent Seacrest
Notary Public