

CONSTRUCTION SECURITY AGREEMENT, DEED OF TRUST,
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT
dated as of April 20, 1995
(Hereafter referred to as "Deed of Trust")

MADE BY

Kensington Park Partnership II,
a Nebraska general partnership ("Trustor")

Address: 1902 Normandy Lane
Lincoln, NE 68512
Attn: Kerwin W. Fowler

TO

FirstTier Bank, National Association, Lincoln, Nebraska
a national banking association organized under
the laws of the United States of America
(Hereafter referred to as "Trustee")

Address: P.O. Box 81008, Lincoln, Nebraska 68501-1008
Attention: Real Estate Lending Division

FOR THE BENEFIT OF

FirstTier Bank, National Association, Lincoln, Nebraska,
a national banking association organized under
the laws of the United States of America
(Hereafter referred to as "Beneficiary")

Address: P.O. Box 81008, Lincoln, Nebraska 68501-1008
Attention: Real Estate Lending Division

The total principal secured hereby not to exceed \$1,950,000.00
at any time.

This Deed of Trust is made under the laws of the State of
Nebraska ("Governing Jurisdiction").

This Deed of Trust constitutes a construction security interest
and is a Construction Security Agreement under the Construction Lien
Act of the Governing Jurisdiction. This Deed Of Trust secures an
obligation which the Trustor incurred for the purpose of making
improvements on the Premises described herein in which a security
interest is given.

This Deed of Trust constitutes a fixture filing under Section
9-401 of the Uniform Commercial Code of the Governing Jurisdiction.

Trustor hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE and right of entry and possession, all of Trustor's estate, right, title and interest in, to and under and grants to Beneficiary a security interest in any and all of the following described property which is (except where the context otherwise requires) herein collectively called the "Property," whether now owned or held or hereafter acquired, and any proceeds, products, accessories, rents, profits, and substitutions thereof or thereto, including:

(A) The real property described as Lot 4, Kensington Park Subdivision, Lincoln, Lancaster County, Nebraska, together with all of the easements, rights, privileges, franchises and appurtenances belonging or in any way pertaining thereto whatsoever, either at law or in equity ("Premises");

(B) All structures, buildings, fixtures and improvements of every kind and description now or at any time hereafter located on or used in connection with the Premises, including any replacements thereof or additions thereto ("Improvements");

(C) All articles of personal property, including any replacements thereof or additions thereto, including, without limitations, all wall-beds, wall-safes, built-in furniture and installations, shelving, partitions, doorstops, vaults, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, drapery rods and brackets, screens, linoleum, carpets, plumbing, laundry tubs and trays, iceboxes, freezers, cooling units, refrigerators, heating units, stoves, ovens, water heaters, incinerators, furniture and furnishings, communication systems, all specifically designed installations and furnishings, now or at any time hereafter located on or used in any way in connection with the use, enjoyment, occupancy or operation of the Premises or the Improvements and owned by Trustor or in which Trustor now has or hereafter acquires in interest, and all building materials and equipment now or hereafter delivered to the Premises and intended to be installed or placed in or about the Improvements and all plans and specifications relating to any construction being performed or to be performed on the Premises or the Improvements ("Personal Property");

(D) All right, title and interest of Trustor in and to all streets, roads and public places, opened or proposed, and all easements and rights of way, public or private, tenements, hereditaments, rights and appurtenances, now or hereafter used in connection with, belonging or appertaining to, the Premises;

(E) All of the rents, royalties, issues, profits, revenue, income and other benefits in any way arising from or relating to the Premises or the Improvements, or both ("Rents and Profits") and all rights, title and interest of Trustor in and to all leases of the Property now or hereafter entered into and all right, title and interest of Trustor thereunder, including without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder; subject to, however, the provisions contained in Section 1.09 hereof;

(F) All proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including without limitations, proceeds of insurance and condemnation awards;

(G) All right, title and interest of Trustor in any and all building permits, and any other permits, licenses or

authorizations required by the governmental authorities having or exercising jurisdiction over the Premises, Personal Property or Improvements, or the operation of Trustor on the Premises ("Permits, Licenses and Approvals.")

(H) Any and all funds of Trustor on deposit with Beneficiary or any branch of Beneficiary;

FOR THE PURPOSE OF SECURING, in such order or priority as Beneficiary may elect:

(1) Due, prompt and complete observance, performance and discharge of each and every obligation, covenant and agreement contained in the Promissory Note Secured by Deed of Trust of even date in the original principal amount of \$1,950,000.00, executed by Trustor to the order of Beneficiary (hereafter referred to as the "Promissory Note") and any and all modifications, substitutions, extensions or renewals thereof, whether hereafter evidenced by the Promissory Note or otherwise, and whether the entire amount shall have been advanced to the Trustor at the date hereof or at a later date, or having been advanced, been repaid in part and further advances made at a later date;

(2) Due, prompt and complete observance, performance and discharge of each and every obligation contained in any notes reciting that they are secured by this Deed of Trust, and each and every obligation arising from any and all advances, optional advances, future advances or optional future advances (hereinafter referred to as "Future Advances"), whether or not related to the Promissory Note, together with the specified interest thereon. It is agreed that at any time before the cancellation, release or reconveyance of this Deed of Trust, the Promissory Note, the Note (as hereinafter defined) and the Deed of Trust, including the terms of repayment thereof, may from time to time be created, modified or amended in writing to include any Future Advances for any purpose made by the Beneficiary to or for the Trustor. The term "Note" as used in this Deed of Trust includes the Promissory Note, any Future Advances and any other additional sums and interest thereon which Beneficiary may at its option hereafter loan or advance to Trustor, or its successor or assigns, in accordance with the terms of this Deed of Trust, the Promissory Note or the Construction Loan Agreement (as hereinafter defined), when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust, including all extensions, substitutions, renewals and modifications of the Promissory Note, any Future Advances or any other such promissory note or notes. Nothing contained in this paragraph shall be considered as limiting the interest which may be secured hereby or the amount or amounts that shall be secured herein when advanced to protect the Property;

(3) Payment of all other sums, with interest thereon at the default rate of interest provided in the Promissory Note ("Default Rate"), becoming due or payable under the provisions hereof or under a Construction Loan Agreement of even date herewith between Trustor and Beneficiary ("Construction Loan Agreement"); and

(4) Due, prompt and complete observance; performance and discharge of each and every obligation, covenant and agreement of Trustor contained herein or in the Construction Loan Agreement, or in any other instrument heretofore or hereafter executed by Trustor having reference to or arising out of the indebtedness represented by the Note or Construction Loan Agreement (such other instruments to be referred to as the "Loan Documents").

ARTICLE I

COVENANTS OF TRUSTOR

Trustor covenants, warrants and agrees to and with Beneficiary and Trustee as follows:

1.01 Payment of Principal and Interest. Trustor will pay the principal and interest and all other sums becoming due with respect to the Note according to the terms thereof.

1.02 Warranty of Title. Trustor is lawfully seized of the Property hereby conveyed, has the right to grant and convey the Property, and Trustor has good marketable title to the Property subject to no lien, charge or encumbrance except such as are listed as exceptions to title in the title policy or policies, if any, insuring the lien of this Deed of Trust issued by a title company or companies acceptable to Beneficiary; Trustor owns, or upon acquisition thereof, will own the Personal Property free and clear of liens and claims; and this Deed of Trust is and will remain a valid and enforceable first lien on the Property subject only to the exceptions referred to above. Trustor has full power and lawful authority to grant, assign, transfer and mortgage its interest in the Property in the manner and form hereby done or intended. Trustor will preserve its interest in and title to the Property and will forever warrant and defend the same to Trustee and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor shall promptly and completely observe, perform, and discharge each and every obligation, covenant and agreement affecting the Property whether the same is prior and superior or subject and subordinate hereto including, if the security hereunder is or will be a condominium, community apartment, stock cooperative, or part of a planned development, each and every provision under any protective covenants, conditions and restrictions pertaining to the condominium, community apartment, stock cooperative or planned development project.

1.03 Further Assurances. Trustor shall, at its own cost and without expense to Trustee or Beneficiary, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, confirmations, instruments or further assurances and consents as Beneficiary may deem be necessary or proper in order to effectuate, perfect, evidence or protect the lien, covenants and agreements created by or contained in this Deed of Trust and shall cause to be timely and properly filed, registered or recorded any existing documents or instruments of further assurance necessary to fully protect the lien of this Deed of Trust. Trustor shall pay all costs and expenses, including recording fees and taxes, incident to the execution and filing, registration and/or recording of this Deed of Trust, the Note, the Construction Loan Agreement, the Loan Documents and any instrument of further assurance.

1.04 Insurance. Trustor will keep the Property insured against loss or damage by fire with all-risk coverage and against any other risks or hazards which, in the opinion of Beneficiary, should be insured against to the amount of the full insurable value thereof on a replacement cost basis with a company or companies and in such form and with such endorsements as may be approved or required by Beneficiary. Loss under said insurance proceeds shall be payable to Beneficiary, and shall be applied in the same manner as provided in Section 1.05 hereof, and said insurance policies shall be endorsed with a standard mortgagee clause naming the Trustee and Beneficiary and may only be canceled or modified upon not less than thirty (30) days' prior written notice to Beneficiary. Trustor will also carry public liability insurance in such form, amounts and with such companies as Beneficiary may from time to time require, with Trustee and Beneficiary included thereon as a named insured under a standard mortgagee endorsement. Additionally, Borrower shall maintain all insurance coverage required by the Construction Loan Agreement.

The policy or policies evidencing all insurance referred to in this paragraph or certificates of such insurance satisfactory to Beneficiary, together with receipts for the payment of premiums thereon, shall be delivered to and held by Beneficiary. Beneficiary shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment of lawsuits, and Trustor hereby expressly assumes full responsibility therefor and liability, if any, thereunder.

1.05 Condemnation. Trustor, upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any portion thereof or knowledge of any casualty damage to the Property or damage of any other kind, will immediately notify Beneficiary. Beneficiary may participate in any proceedings and join Trustor in adjusting any loss covered by insurance. All compensation, awards, proceeds, damages, claims, rights of action and payments to which Trustor may become entitled shall be paid to Trustor, except in the event a default has occurred or an event has occurred which upon notice and/or the passage of time would become a default hereunder or under the Note, the Construction Loan Agreement or under the Guaranty in which case payment shall be made directly to Beneficiary. Upon such receipt, Beneficiary may, in its sole discretion, apply any of the amounts collected in connection with any condemnation proceeding: (i) upon any indebtedness secured hereby and in such order as Beneficiary may determine or (ii) to the reimbursement of Beneficiary for expenses incurred by it in the restoration of the Property. Such application shall not cure or waive any default or notice of default hereunder. If Trustor receives the proceeds, Trustor shall promptly commence to rebuild or restore the improvements on the Property or shall immediately pay off the Note in full. If Trustor decides to rebuild, such reconstruction shall be in compliance with the plans and specifications previously approved by Beneficiary. An architect shall determine the cost to rebuild, and Trustor agrees to deposit with Beneficiary in an interest-bearing account the proceeds and the difference between the cost to rebuild and the insurance proceeds received by Trustor.

1.06 Taxes, Assessments, and Charges.

(a) Trustor will pay prior to delinquency all real estates taxes, personal property taxes, special assessments, assessments, charges, fines and impositions imposed upon, assessed against or otherwise relating to the Property or any part thereof, and any leasehold payments or ground rents, if any. Trustor will, upon the request of Beneficiary, deliver to Beneficiary receipts evidencing such payments.

(b) Beneficiary may, at its option upon 30 days' written notice to Trustor, require the deposit by Trustor, at the time of each payment of an installment or interest or principal under the Note, of an additional amount (i) sufficient to discharge the obligations under Sections 1.04 and 1.06(a) hereof when they become due and (ii) to pay the premium on any private mortgage insurance required by Beneficiary. The determination of the amounts so payable shall be made by Beneficiary in its sole discretion. Said amounts shall be held by Beneficiary without interest and applied to the payment of the obligations in respect of which said amounts were deposited in such order or priority as Beneficiary shall determine, on or before the respective dates on which the same or any of them would become delinquent. If said amounts are sufficient to pay any of the aforementioned obligations when due, Trustor shall pay Beneficiary the amount necessary to make up the deficiency in one or more payments as required by Beneficiary. Nothing herein contained shall be deemed to affect any right or remedy of Beneficiary to pay any such amount after default and to add the amount so paid together with interest at the Default Rate to the indebtedness hereby secured.

(c) Trustor will pay when due all lawful claims and demands of mechanics, materialmen, laborers, and others which might result in the creation of a lien on the Property.

1.07 Conversion of Security. All right, title and interest of Trustor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to the Property, hereafter acquired by, or released to, Trustor or constructed, assembled or placed by Trustor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further deed of trust, conveyance, assignment or other act by Trustor, shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by Trustor and specifically described in the granting clause hereof, but at any and all times Trustor will execute and deliver to Trustee any and all such further assurances, deeds of trust, conveyances or assignments thereof as Trustee or Beneficiary may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Deed of Trust.

1.08 Security Agreements. This Deed of Trust shall be self-operative and constitute a Security Agreement under the Uniform Commercial Code of the Governing Jurisdiction, as amended from time to time, with respect to the Personal Property; provided, however, Trustor hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Beneficiary the attorney-in-fact of Trustor, to execute, deliver and, if appropriate, to file with the appropriate filing officer or office such security agreements, financing statements or other instruments as Beneficiary may request or require in order to impose or perfect the lien or security interest hereof more specifically thereon. This Deed of Trust shall be self-operative and constitute a Construction Security Agreement under the Construction Lien Act of the Governing Jurisdiction or other similar laws, as amended from time to time.

1.09 Assignment of Rents and Profits.

(a) The Rents and Profits are hereby absolutely and unconditionally assigned, transferred, conveyed and set over to Beneficiary to be applied by Beneficiary in payment of the principal and interest and all other sums payable on the Note, and of all other sums payable under this Deed of Trust. Prior to the happening of any event of default as set forth in Article II hereof, Trustor shall collect and receive all Rents and Profits as trustee for the benefit of Beneficiary and shall apply the amount so collected first to the payment of the principal and interest and all other sums due and payable on the Note and to the payment of all other sums payable under this Deed of Trust. Thereafter, so long as no event of default has occurred, the balance shall be distributed to the account of Trustor. Nothing contained in this Section 1.09 or elsewhere in this Deed of Trust shall be construed to make Beneficiary a mortgagee in possession unless and until Beneficiary actually takes possession of the Property either in person or through an agent or receiver.

(b) Trustor will not, without Beneficiary's prior written consent, which shall not be unreasonably withheld, (i) execute an assignment of any of its right, title or interest in the Rents and Profits, or (ii) except where the lessee is in default thereunder, terminate or consent to the cancellation or surrender of any lease of the Property or of any part thereof, now existing or hereafter to be made, having any unexpired term of two (2) years or more, or (iii) modify any lease of the Property or any part thereof so as to shorten the unexpired term thereof or so as to decrease the amount of rent payable thereunder or (iv) accept prepayments

of any installments of rent to become due under any of said leases in excess of one (1) month's rental or prepayments in the nature of security for the performance of the lessee's obligations thereunder in excess of an amount equal to one (1) month's rental or (v) in any other manner impair the value of the Property or the security of this Deed of Trust.

(c) Trustor will not execute any lease of all or a substantial portion of the Property, except for actual occupancy by the lessee thereunder and will at all times promptly and faithfully perform, or cause to be performed, all of the covenants, conditions and agreements contained in all leases of the Property now or hereafter existing, on the part of the lessor thereunder to be kept and performed.

(d) Trustor shall furnish to Beneficiary, within thirty (30) days after a request by Beneficiary to do so, a written statement containing the names of all lessees of the Property, the terms of their respective leases, the spaces occupied and the rentals payable thereunder and a copy of each such lease.

1.10 Attornment. To the extent not provided by applicable law, each new lease of the Property or any part thereof shall provide that, in the event of the enforcement by Trustee or Beneficiary of the remedies provided for by law or by this Deed of Trust, the tenant thereunder will, if requested by Beneficiary or, by any person succeeding to the interest of Trustor as the result of said enforcement, automatically become the tenant of any such successor in interest, without any change in the terms or other provisions of the respective lease; provided, however, that said successor in interest shall not be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by said tenant of its obligations under said lease not in excess of an amount equal to one (1) month's rental, or (ii) any amendment or modification in the lease made without the consent of Beneficiary or any successor in interest. Each lease shall also provide that, upon request by said successor in interest, the lessee shall execute and deliver an instrument or instruments confirming its attornment.

1.11 Construction Loan Agreement. Trustor will cause the Improvements to be constructed substantially in accordance with the terms of the Construction Loan Agreement, will prosecute construction with due diligence and will comply with the covenants made by Trustor in the Construction Loan Agreement, all of which terms and covenants are incorporated herein by this reference.

1.12 Compliance With Laws. Trustor will not commit any waste on or of the Property or make any change in the use of the Property which will in any way increase any ordinary fire or other hazard arising out of construction of the Improvements or operation of the Property, nor will Trustor make any application to any federal, state or local governmental authority ("Governmental Authority") for a change in zoning or a change in any other law, ordinance, statute, rule, order, decree, directive or regulation ("Laws") affecting the Property nor will Trustor consent to any such change without the written consent of the Beneficiary, which consent will not be unreasonably withheld, Trustor will at all times comply with all Laws of any Governmental Authority having jurisdiction over construction of the Improvements or otherwise affecting the Property and maintain and keep the Improvements in good operating order and condition. After completion of the Improvements, they shall not be removed, demolished or substantially altered; nor shall any of the Personal Property be removed, without the prior written consent of Beneficiary, except where appropriate replacements free of superior title, liens and claims are immediately made having a value at least equal to the value of the Personal Property so removed.

1.13 Preservation of Trustor. Trustor, will, so long as it is the owner of the Property, do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a partnership, business or stock corporation under the laws of the state of its incorporation, formation, certification or registration and will comply with all Laws of any Governmental Authority or court applicable to Trustor or the Property.

1.14 Records and Books.

(a) Trustor will keep full and adequate records and books of account to enable preparation of financial statements in accordance with generally accepted accounting principles and will permit Trustee and Beneficiary, or their agents, accountants and attorneys, to visit and inspect the Premises and examine Trustor's records and books of account and to discuss Trustor's affairs, finances and accounts with the officers, agents or principals of Trustor at such reasonable times as may be requested by Trustee or Beneficiary.

(b) Trustor, within three (3) days upon request in person or within five (5) days upon request by mail, will furnish a written statement duly acknowledged of the amount due on the Note, whether for principal or interest, and whether any offsets or defenses then known to Trustor exist against the indebtedness secured hereby.

1.15 Impositions. Trustor shall pay all costs, fees and expenses of Trustee, its agents and legal counsel in connected with the performance of its duties hereunder; and Trustor shall pay all taxes (except federal and state income taxes) and any other governmental charges or impositions imposed by any Governmental Authority on Trustee or Beneficiary by reason of their interests in the Note or this Deed of Trust.

1.16 Subrogation. Beneficiary shall be subrogated for the full amount, notwithstanding their release of record at a discount, to any construction, mechanic's or vendor's lien or liens, superior titles, mortgages, deed of trusts, liens, encumbrances, rights, equities and charges of all kinds heretofore or hereafter existing on the Property to the extent that the same are paid or discharged from the proceeds of the loan evidenced by the Note.

1.17 Release of Liability or Performance. Without affecting the liability of Trustor or of any other person who is or shall become bound by the terms of this Deed of Trust or who is or shall become liable for the performance of any obligation secured hereby, Beneficiary may, in such manner, upon such terms and at such times as it deems best and without notice or demand, release any party now or hereafter liable for the performance of any such obligation, extend the time for such performance, accept additional security therefor, and alter, substitute or release any property securing such performance. No exercise or nonexercise by Beneficiary of any of its rights under this Deed of Trust, no dealing by Beneficiary with any person, firm or corporation and no change, impairment, loss or suspension of any right or remedy of Beneficiary shall in any way affect any of the obligations of Trustor hereunder or any security furnished by Trustor, or give Trustor any recourse against Beneficiary.

1.18 Environmental Compliance.

(a) Trustor will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Property any Hazardous Substance (as defined herein) or allow any other person or entity to do so, except normal cleaning supplies.

(b) Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any Environmental Law (as defined herein).

(c) Trustor shall give prompt written notice to Beneficiary of its knowledge of:

(i) Any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Property or the migration thereof from or to other property;

(ii) All claims made or threatened by any third party against Trustor or the Property relating to any loss or injury resulting from any Hazardous Substance; and

(iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Environmental Law or be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Environmental Law.

(d) Upon written notice to Trustor, Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Environmental Law and have its attorney's fees in connection therewith paid by Trustor.

(e) Trustor shall protect, indemnify and hold harmless Beneficiary, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the Property, including without limitations, (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the reconveyance of the lien of this Deed of Trust, or the extinguishment of the lien by foreclosure or action in lieu thereof, and this covenant shall survive such reconveyance or extinguishment.

(f) In the event that any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is reasonably necessary or desirable under any applicable local, state or federal law or regulation, any judicial order, or by any governmental or nongovernmental entity or person because of, or in connection with, the current or future presence, suspected presence, release or suspected release of a Hazardous Substance in or into the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the Property (or any portion thereof), Trustor shall within 30 days after a written demand for performance thereof by Beneficiary or such shorter period of time as may be required under any applicable law, regulation, order or agreement, commence to perform, or cause to be commenced, thereafter diligently prosecuted to completion, all such Remedial Work. All Remedial Work shall be performed by one or more contractors, approved in advance in writing by Beneficiary, and under the supervision of a consulting engineer approved in advance in writing by Beneficiary, which approval shall not be unreasonably withheld or delayed. All costs and expenses of such Remedial Work shall be paid by Trustor including, without limitation, the charges of such contractor and/or the consulting engineer, and Beneficiary's reasonable attorney's fees and costs incurred in connection with monitoring or review of such

Remedial Work. In the event Trustor shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Beneficiary may, but shall not be required to, cause such Remedial Work to be performed and all reasonable and necessary costs and expenses thereof, or incurred in connection therewith, shall become part of the indebtedness secured hereby.

(g) Beneficiary is authorized by itself, its agents, employees or workmen to enter at any reasonable time upon any part of the Property for the purposes of inspecting the same for Hazardous Substances and Trustor's compliance with this section 1.18 and such inspections may include, without limitation, soil borings. Trustor agrees to pay to Beneficiary, upon Beneficiary's demand, all expenses, costs or other amounts incurred by Beneficiary in performing any inspection for the purposes set forth in this subsection (g).

"Environmental Laws" shall mean any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), as amended, 42 USC 9601 et. seq. and the Resource Conservation and Recovery Act of 1976 ("RCRA") 42 USC 6901 et. seq.

The term "Hazardous Substance" shall include without limitation:

(i) Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA and the Hazardous Materials Transportation Act 49 USC 1801 et. seq., and in the regulations promulgated pursuant to such laws;

(ii) Those substances listed in the United States Department of Transportation Table (49 CFR 172.01 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto);

(iii) Such other substances, materials and wastes which are or become regulated under applicable local, state or federal law or the United States Government, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and

(iv) Any material, waste or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 USC 1251 et. seq. (33 USC 1321) or listed pursuant to 307 of the Clean Water Act (33 USC 1317); (e) flammable explosives; or (f) radioactive materials.

ARTICLE II

EVENTS OF DEFAULT

The following shall constitute events of default ("Event of Default") hereunder:

2.01 Observance and Performance of Agreements. The failure by Trustor in the due, prompt and complete observance and performance of any payment, obligation, covenant or agreement contained in this Deed of Trust, the Note, the Construction Loan Agreement, any Loan Documents, any instruments or documents executed in connection with any Future Advances or any deed of trust or mortgage with a superior lien, subject to any curative provisions contained therein. Except for non-payment of amounts due under the

Note, Trustor shall be entitled to ten (10) days to correct such default or, if the default cannot be cured within the (10) days, Trustor shall commence to cure and shall proceed diligently to completion. Said ten (10) day grace or cure period shall not be added to any specified grace or cure period appearing in any of said instruments or documents.

2.02 Appointments. The appointment pursuant to an order of a court of competent jurisdiction of a trustee, receiver or liquidator of Trustor or of the Property or any part thereof.

2.03 Bankruptcy by Trustor. The filing by Trustor of a petition in bankruptcy or a petition for an arrangement or a reorganization pursuant to the Federal Bankruptcy Act or any similar law, federal or state, or the adjudication of Trustor as a bankrupt or as insolvent by a decree of a court of competent jurisdiction, or the making of an assignment for the benefit of creditors, or the admission by Trustor in writing of its inability to pay its debts generally as they become due, or the giving of consent by Trustor to the appointment of a receiver or receivers of all or any part of its property.

2.04 Bankruptcy by Creditors. The filing by any of the creditors of Trustor of a petition in bankruptcy against Trustor or a petition for reorganization of Trustor pursuant to the Federal Bankruptcy Act or any similar law, federal or state, and the same is not discharged within sixty (60) days after the date of filing thereof.

2.05 Guarantor. The occurrence of any of the events enumerated in Sections 2.02 through 2.04 with regard to any guarantor of the Note or the property of any such guarantor, or the revocation, limitation or termination of the obligations of any guarantor of the Note, except in accordance with the express written terms of the instrument of guaranty; or, if Trustor is a trustee of a trust or a partnership, the occurrence of any of the events enumerated in Sections 2.02 through 2.04 with regard to such trustee or any owner, or general partner of any owner, of more than ten percent (10%) of the beneficial interest of such trust or partnership.

2.06 Transfer or Sale of Property. The sale, conveyance, transfer, disposition or further encumbering of the Property, or any part thereof, or any interest therein, either voluntarily, involuntarily or by operation of law, or any agreement so to do, without the prior written consent of Beneficiary.

2.07 The liquidation, termination or dissolution of Trustor.

ARTICLE III

REMEDIES

Upon the occurrence of any Event of Default, which is not cured within any applicable grace or curative period, Trustee and Beneficiary shall have the following rights and remedies:

3.01 Acceleration. Beneficiary may, without notice, declare the entire principal of the Note then outstanding (if not then due and payable), and accrued but unpaid interest thereon and all other sums secured by this Deed of Trust, to be due and payable immediately, and said sums shall thereupon become and be immediately due and payable without presentment, demand, protest or notice of any kind.

3.02 Beneficiary Powers. Trustor shall pay Beneficiary interest on the entire principal balance of the Note, and all sums expended by Trustee and Beneficiary in accordance with the terms of this Deed of Trust shall accrue interest at the Default Rate. Irrespective of whether Beneficiary exercises the option provided in Section 3.01 above, Beneficiary in person or by agent may, without any obligation so to do and without notice or demand

upon Trustor, to the extent permitted by law, and without releasing Trustor from any obligation hereunder: (i) make any payment or do any act which Trustor has failed to make or do; (ii) enter upon, take possession of, manage and operate the Property or any part thereof; (iii) exclude or evict Trustor from the Property; (iv) make or enforce, or, if the same be subject to modification or cancellation, modify or cancel any leases of the Property, or any part thereof, upon such terms or conditions as Beneficiary deems proper; (v) obtain and evict tenants, and fix or modify rents, make repairs and alterations and do any acts which Beneficiary deems proper to protect the security hereof; and (vi) with or without taking possession, in its own name or in the name of Trustor, sue for or otherwise collect on Rents and Profits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorneys' fees. Upon request of Beneficiary, Trustor shall assemble and make available to Beneficiary at the Premises any of the Property which has been removed therefrom. The entering upon and taking possession of the Property, the collection of any Rents and 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. Trustee or Beneficiary shall be entitled, at their election and without notice, to the appointment of a receiver or receivers for the Property; provided, however, that any of the actions referred to in this Section 3.02 may be taken by Beneficiary, either in person or by agent, with or without bringing any action or proceeding, or by receiver, and any such action may also be taken irrespective of whether any notice of default or election to sell has been given hereunder and without regard to the adequacy of the security for the indebtedness hereby secured. Further, Beneficiary, at the expense of Trustor, either by purchase, repair or construction, may from time to time maintain and restore the Property, or any part thereof, and complete construction of the Improvements uncompleted as of the date thereof and in the course of such completion may make such changes in the contemplated Improvements as Beneficiary may deem desirable and may insure the same.

3.03 Foreclosure. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Deed of Trust or to enforce any of the covenants and agreements hereof.

3.04 Power to Sell. Beneficiary may elect to cause the Property, or any part thereof, to be sold as follows:

(a) If Beneficiary elects to exercise its power of sale with respect to the Property, or any part thereof, Trustee shall record a notice of default in each county in which any part of such Property is located and shall mail copies of such notice in the manner prescribed by applicable law to Trustor and to other persons prescribed by applicable law. After the time required by applicable law. Trustee shall give public notice of the sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Trustor, shall sell such 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 any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property in accordance with the provisions of applicable law. Trustee, Beneficiary, or their designee, may purchase at any such sale. Upon receipt of the price bid, Trustee shall deliver to the purchaser a Trustee's deed conveying the Property that is sold. The recitals in the deed of any matter of fact shall be conclusive proof of the truthfulness thereof.

(b) Should Beneficiary elect to cause the disposal of any of the Property subject to the Security Agreement in Section 1.08, it may dispose of any part thereof in any manner now or hereafter permitted by the Uniform Commercial

Code of the Governing Jurisdiction or in accordance with any other remedy provided by law. Any such disposition may be conducted by an employee or agent of Beneficiary or Trustee. Both Trustor and Beneficiary shall be eligible to purchase any part of all of such Property at any such disposition. Any such disposition may be either public or private as Beneficiary may elect, subject to the provisions of the Uniform Commercial Code of the Governing Jurisdiction. Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code of the Governing Jurisdiction. Expenses of retaking, holding, preparing for sale, selling or the like shall include Beneficiary's reasonable attorneys' fees and legal expenses, and upon such default, Trustor, upon demand of Beneficiary, shall assemble such Property and make it available to Beneficiary at the Premises, a place which is hereby deemed reasonable convenient to Beneficiary and Trustor. 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 or of the time at or after which any private sale or any other intended disposition is to be made, and if such notice is sent to Trustor, in the manner provided for the mailing of notices herein, it shall constitute reasonable notice to Trustor.

(c) Trustee is hereby irrevocably appointed the true and lawful attorney-in-fact of Trustor in its name and stead to make all necessary conveyances, assignments, transfers and deliveries of the Property, or any part thereof, and the rights so sold and for that purpose Trustee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Trustor hereby ratifying and confirming all that its said attorney or any substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Trustor, if so requested by Trustee or Beneficiary, shall ratify and confirm any such sale or sales by executing and delivering to Trustee or to such purchaser or purchasers all such instruments as may be advisable in the judgment of Trustee or Beneficiary, for the purpose as may be designated in such request.

(d) Trustor hereby expressly waives any right which it may have to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto.

3.05 Proceeds. Unless otherwise provided by law, the proceeds of any sale made, and all sums recovered under this Article III, together with all other sums held by Trustee or Beneficiary under this Deed of Trust, shall be applied in the following order.

(a) to the extent allowable under the laws of the Governing Jurisdiction, to all costs and expenses incurred in connection with the sale or sales and any judicial proceedings, including, but not limited to, all Trustee's and attorney's fees and expenses, and the costs of any title evidence;

(b) to the repayment of all sums expended by Trustee or Beneficiary in accordance with the terms of this Deed of Trust, the Construction Loan Agreement, and any other Loan Documents, together with accrued interest at the Default Rate;

(c) the payment of all sums owing under the Note;

(d) the remainder, if any, to the person or persons legally entitled thereto.

3.06 Power to Purchase. Trustee, Beneficiary, or their designee, any purchase at any sale or sales made under or by virtue of this Article III. No recovery of any judgment by

Beneficiary and no levy of an execution under any judgment upon the Property or upon any other property of Trustor shall affect, in any manner or to any extent, the lien of this Deed of Trust upon the Property, or any part thereof, or any liens, rights, powers or remedies of Trustee or Beneficiary hereunder, but such liens, rights, powers and remedies of Trustee and Beneficiary shall continue unimpaired as before.

3.07 Possession. Notwithstanding the appointment of any receiver, liquidator or trustee of Trustor, or of any of its property, or of the Property or any part thereof, Trustee and Beneficiary shall be entitled to retain possession and control of all Property now or hereafter held under this Deed of Trust, including, but not limited to, the Rents and Profits.

3.08 Other Remedies. Beneficiary may elect to exercise any other remedies at law or in equity.

3.09 Beneficiary's Other Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms or any such obligations, (iii) grant other indulgences, (iv) release of reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option any portion or all of the Property, (v) make compositions or other arrangements with debtors in relation thereto.

3.10 Remedies Not Exclusive. No remedy or right in this Deed of Trust is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission of Trustee or Beneficiary in exercising any right or remedy contained in this Deed of Trust shall be construed to be a waiver of any Event of Default or any acquiescence therein; and every right and remedy given by this Deed of Trust to Trustee or Beneficiary may be exercised from time to time as often as may be deemed expedient by Trustee or Beneficiary. If there exists additional security for the performance of the obligations secured hereby, the holder of the Note, at its sole option, and without limiting or affecting any of the rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder, either concurrently with whatever rights it may have in connection with such other security or in such order as it may determine. Nothing in this Deed of Trust or in the Note shall affect the obligation of Trustor to pay the principal of, and interest on, the Note in the manner and at the time and place therein respectively expressed.

ARTICLE IV

CONCERNING TRUSTEE

4.01 Reconveyance. Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all Notes evidencing the debt secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

4.02 Successor Trustor. Beneficiary, at its 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 Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

ARTICLE V

MISCELLANEOUS

5.01 Construction. In the event any one or more of the provisions contained in this Deed of Trust, the Note, the Construction Loan Agreement or the Loan Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

5.02 Usury. All agreements between Trustor and Beneficiary are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the principal amount of the Note, acceleration of maturity of the unpaid principal balance thereof, or otherwise, or advancement of any sums under the provisions of this Deed of Trust, shall the amount paid or agreed to be paid to the holder of the Note for the use, forbearance or detention of the money to be advanced thereunder or hereunder exceed the highest lawful rate permissible. If, from any circumstances whatsoever, fulfillment of any provision of this Deed of Trust or the Note or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable thereto or hereto, then, ipso facto, the obligations to be fulfilled shall be reduced to the limit of such validity, and if from any circumstance the holder of the Note or Beneficiary shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest or, if such excessive interest exceeds the unpaid principal balance due hereunder, the excess shall be refunded to Trustor or its successors or assigns. This Section 5.02 shall control every other provision of all agreements between Trustor and Beneficiary.

5.03 Notices. Unless applicable law requires otherwise, all notices under this Deed of Trust shall be in writing and sent by registered or certified mail to the addresses stated above or to such other address as the parties hereto may designate by written notice delivered in the manner required herein. Service of any such notices or demand shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or at the expiration of the third (3rd) day after the date of mailing, whichever is earlier in time.

5.04 Successor and Assigns. This Deed of Trust and all terms, conditions and obligations herein shall apply to and inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

5.05 Joint and Several. If Trustor consists of more than one party, the covenants and agreements of Trustor shall be joint and several as to each such party.

5.06 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

5.07 Acceptance by Trustee. Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.08 Notice of Default and Notice of Sale. Trustor hereby requests that a copy of any Notice of Default and Notice of Sale as may be required by law be mailed to it in the manner provided in Paragraph 5.03 hereof.

