

**PREPARED BY AND
WHEN RECORDED, RETURN TO:**

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**SECOND DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF
RENTS
AND LEASES AND FIXTURE FILING**

by and from

HSR INVESTMENTS, LLC, "Grantor"

to

REAL PROPERTY SERVICES CORP., "Trustee"

for the benefit of

TURC HOLDINGS, INC., "Beneficiary"

Dated as of November 13, 2015

**THIS DEED OF TRUST COVERS GOODS WHICH ARE OR ARE TO BECOME
FIXTURES RELATED TO THE REAL ESTATE DESCRIBED HEREIN, IS TO SERVE
AS A FIXTURE FILING UNDER SECTION 9-502 OF THE NEBRASKA UNIFORM
COMMERCIAL CODE AND IS TO BE RECORDED IN THE OFFICIAL REAL
PROPERTY RECORDS.**

**SECOND DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND LEASES AND FIXTURE FILING**

THIS SECOND DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "*Deed of Trust*") is dated as of November __, 2015, by and from HSR INVESTMENTS, LLC, a Nebraska limited liability company ("*Grantor*"), whose address is 5010 Country Hill Road, Lincoln, NE 68516, to REAL PROPERTY SERVICES CORP. ("*Trustee*"), with an address at 9960 West Cheyenne Avenue, Suite 110, Las Vegas, Nevada 89129, for the benefit of TURC HOLDINGS, INC., a Nevada corporation, having an address at 9960 West Cheyenne Avenue, Suite 110, Las Vegas, Nevada, 89129 (together with its successors and assigns, "*Beneficiary*").

**ARTICLE 1
DEFINITIONS**

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

"Events of Default". The occurrence of any one or more of the following shall constitute an Event of Default under this Deed of Trust:

(a) failure by Grantor to pay by the date such payment is due and payable, (i) any payment of principal of or interest on the Note or (ii) any other sum due under the Note or this Deed of Trust together with interest thereon;

(b) failure by Grantor to punctually perform or observe any covenant or agreement contained in this Deed of Trust (other than the monetary obligations described in subparagraph (a) above) and such failure shall not have been cured within 30 days after written notice from Beneficiary of such failure;

(c) Grantor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Grantor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Grantor or of all or any part of the Mortgaged Property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or Grantor shall make any general assignment for the benefit of creditors, or shall admit in writing Grantor's inability to pay its debts generally as they become due;

(d) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Grantor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive) from the first date of entry thereof, or any trustee, receiver or liquidator of Grantor or of all or any part of the Mortgaged Property, or of any or all of the royalties, revenues, rents, issues or profits thereof, shall be appointed without the consent or

acquiescence of Grantor and such appointment shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive);

(e) a writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Mortgaged Property, or any judgment for monetary damages shall be entered against Grantor which shall become a lien on the Mortgaged Property, or any portion thereof or interest therein, and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within 60 days after its entry or levy;

(f) during the term of the Note, Grantor shall, without the prior written approval of Beneficiary, sell, convey, alienate, mortgage or encumber the Mortgaged Property, or any part thereof or any interest therein other than Permitted Liens, or shall be divested of its title or any interest therein, in any manner not expressly permitted in this Deed of Trust, whether voluntarily or involuntarily, or if there is any merger, consolidation or dissolution affecting Grantor;

(g) any assignment by Grantor of the whole or any part of the rents, issues or profits arising from the Mortgaged Property to any person (other than the Senior Lender) without the consent of Beneficiary; or

(h) at any time any representation, warranty or statement made by Grantor in the Note or this Deed of Trust shall be incorrect or misleading in any material respect, or any material misrepresentation shall at any time be made to Beneficiary by Grantor.

"Impositions": Any and all real estate and personal property taxes; water, gas, sewer, electricity and other utility rates and charges; charges for any easement, license or agreement maintained for the benefit of the Mortgaged Property (defined below); and any and all other taxes, charges and assessments, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of any kind and nature whatsoever which at any time prior to or after the execution hereof may be assessed, levied or imposed upon the Mortgaged Property or the ownership, use, occupancy, benefit or enjoyment thereof, together with any interest, costs or penalties that may become payable in connection therewith.

"Mortgaged Property": Any and all right, title and interest of Grantor in and to the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Grantor (the "**Land**"), and all of Grantor's right, title and interest (if any) now or hereafter acquired in and to (1) all buildings, structures and other improvements of every kind and description now or at any time situated, placed or constructed upon the Land (the "**Improvements**"; the Land and Improvements are collectively referred to as the "**Premises**"), (2) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Grantor and now or hereafter located in or on, attached to, installed in, or used in connection with, or incorporated in any such Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, and all equipment, inventory and other goods in which Grantor now has or hereafter acquires any rights or any power to transfer rights and that, in each case under this clause (2), are or are to become fixtures (as defined in the UCC, defined below) related to the Land (the "**Fixtures**"), (3) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the

“Leases”), (4) all of the rents, revenues, royalties, income, proceeds, profits, accounts receivable, security and other types of deposits, and other benefits now or hereafter derived, directly or indirectly, from the Premises under the Leases (the *“Rents”*), (5) all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the *“Property Agreements”*), (6) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the Premises, including development rights, air rights, water rights and rights in and to water, water stock, gas, oil, minerals, coal and other substances of any kind or character underlying or relating to the Premises or any part thereof, (7) all property tax refunds payable with respect to the Mortgaged Property (the *“Tax Refunds”*), (8) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the *“Proceeds”*), (9) all awards, damages, remunerations, reimbursements, settlements or compensation hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, or Fixtures (the *“Condemnation Awards”*), (10) rights of first refusal and options to purchase or lease the Premises or the Improvements or any portion thereof or interest therein, (11) proceeds of insurance in effect with respect to the Mortgaged Property (the *“Insurance Awards”*), and (12) plans and specifications, designs, drawings and other matters prepared for any construction on the Premises or regarding the Improvements.

“Obligations” shall refer to the following obligations and indebtedness:

(a) Payment of all indebtedness and performance of all obligations and covenants of Grantor pursuant to that certain Balloon Promissory Note, which is dated as of the date of this Deed of Trust and made by Grantor in favor of Beneficiary, with an original principal amount of THREE HUNDRED NINETY THOUSAND DOLLARS (\$390,000.00) and a maturity date of December 30, 2020 (the *“Note”*) according to its terms, and all extensions, renewals and modifications thereof;

(b) Payment of all of the principal of and interest on any future advances under this Deed of Trust and all sums advanced by Beneficiary to protect the Mortgaged Property, with interest thereon at the interest rate provided by the Note from the date of advance by Beneficiary to the date of payment by Grantor. This Deed of Trust shall secure the Note and any and all future advances made to Grantor by Beneficiary. At no time during the term of this Deed of Trust or any extension thereof shall the unpaid and outstanding secured principal future advances, not including sums advanced by Beneficiary to protect the security of this Deed of Trust, exceed one and a half times the original principal amount of the Note. This provision shall not constitute an obligation upon or commitment of Beneficiary to make additional advances or loans to Grantor.

ARTICLE 2 GRANT

Section 2.1 Grant To secure the full and timely payment and performance of the Obligations, Grantor GRANTS, BARGAINS, ASSIGNS, SELLS, RELEASES, ALIENATES, TRANSFERS, WARRANTS, DEMISES, PLEDGES, CONVEYS and CONFIRMS, to Trustee the Mortgaged Property, subject, however, only to Permitted Liens (as such term is defined in Section 3.2 below), TO HAVE AND TO HOLD the Mortgaged Property, IN TRUST WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and

conditions hereinafter set forth, and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Trustee against all claims and demands whatsoever other than Permitted Liens.

ARTICLE 3 WARRANTIES AND REPRESENTATIONS

Grantor represents and warrants to Beneficiary as follows:

Section 3.1 Second Lien Status. This Deed of Trust, when duly recorded in the register of deeds office in the county in which the Premises is located, will create a valid and enforceable lien upon and security interest in all of the Mortgaged Property prior to all liens or encumbrances other than Permitted Liens, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally or by general equitable principles, whether considered in a proceeding at law or in equity and by an implied covenant of good faith and fair dealing. For purposes of this Deed of Trust, the "*Permitted Liens*" shall refer to (a) the lien of that certain Deed of Trust (the "*First Deed of Trust*") dated as of the date of this Deed of Trust executed by Grantor for the benefit of Cornhusker Bank (the "*Senior Lender*"), with respect to the Mortgaged Property, as the same may be amended, restated, supplemented and otherwise modified from time to time and (b) liens for taxes, assessments or other governmental charges or levies not at the time delinquent.

Section 3.2 Power to Create Lien and Security. Grantor has full power and lawful authority to grant, bargain, sell, assign, transfer, mortgage and convey a lien and security interest in the Mortgaged Property in the manner and form herein provided without obtaining the authorization, approval, consent or waiver of any governmental authority or other person that has not been obtained.

ARTICLE 4 COVENANTS

Grantor covenants with Beneficiary as follows:

Section 4.1 Second Lien Status. Grantor shall preserve and protect the second lien and security interest status of this Deed of Trust against all liens or encumbrances other than Permitted Liens.

Section 4.2 Replacement of Fixtures. Grantor shall not, without the prior written consent of Beneficiary, permit any of the Fixtures owned or leased by Grantor to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance, repair or replacement.

Section 4.3 Insurance. Grantor shall provide, maintain and keep at all times in force the following policies of insurance:

(a) Insurance upon all Improvements and Fixtures against loss or damage by fire, lightning and other risks customarily covered by standard "all risk" and extended covered endorsements, together with theft, vandalism, malicious mischief, collapse, replacement cost, agreed amount and restoration in conformance with applicable laws

and ordinances, all in such amounts as may be from time to time required by Beneficiary, but in no event less than the full replacement cost of the Improvements now existing or hereafter erected or placed upon the Property, including the cost of debris removal, and of all Personal Property, and in any event in an amount not less than the full unpaid balance secured by this Deed of Trust, which policies shall name Beneficiary as sole loss payee;

(b) Loss of rent insurance for at least twelve months;

(c) Commercial general liability insurance (including coverage for elevators and escalators, if any, on the Mortgaged Property) on an "occurrence basis" against claims for "personal injury," including, without limitation, bodily injury, death or property damage occurring on, in or about the Mortgaged Property and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to a limit satisfactory to Lender and in no event less than \$3,000,000 per occurrence with a \$5,000,000 excess/umbrella liability with respect to personal injury or death to any one or more persons or damage to property, which policy shall name Lender as additional insured;

(d) Workers' compensation insurance (including employer's liability insurance, if required by Beneficiary) for all employees of Grantor engaged on or with respect to the Mortgaged Property in such amount as is satisfactory to Beneficiary, or, if such limits are established by law, in such amounts;

(e) During the course of any construction or repair of Improvements on the Property, builder's completed value risk insurance against "all risks of physical loss," including collapse and transit coverage, during construction of such improvements, with deductibles acceptable to Beneficiary, in nonreporting form, covering the total value of work performed and equipment, supplies and materials furnished, which policy shall name Beneficiary as sole loss payee;

(f) If requested by Beneficiary, boiler and machinery insurance covering pressure vessels, air tanks, boilers, machinery, pressure piping, heating, air-conditioning and elevator equipment and escalator equipment, provided the Improvements contain equipment of such nature, and insurance against loss of occupancy or use arising from any such breakdown, in such amounts as are satisfactory to Beneficiary;

(g) Flood insurance if the Property are in an area identified as a special flood hazard area pursuant to the Flood Disaster Protection Act of 1973, as amended, or other applicable law, with such insurance to be at least the amount available under the National Flood Insurance Act of 1968 and, if available under other policies issued by other sources, then in such additional amounts as Beneficiary may reasonably require; and

(h) Such other insurance, including, without limitation, earthquake insurance, as may from time to time be reasonably required by Beneficiary, in such amounts and against such hazards and risks as is commonly obtained by prudent owners of property similar in use to the Mortgaged Property and located in the same area in which the Property are located.

All policies of insurance required by the terms of this Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy, notwithstanding any act or negligence of Grantor which might otherwise result in forfeiture of said insurance, and the further agreement of the insurer waiving all rights of setoff, counterclaim or deductions against Grantor. All policies of insurance shall name

Beneficiary as an additional insured and shall have attached thereto a lender's loss payable endorsement for the benefit of Beneficiary, which endorsement indicates that all insurance proceeds are payable directly to Beneficiary and shall be otherwise in form satisfactory to Beneficiary. Grantor shall furnish Beneficiary with an original or certified copy of all policies of required insurance. Fifteen days prior to the expiration of each such policy, Grantor shall furnish Beneficiary with evidence satisfactory to Beneficiary of the reissuance of a policy continuing insurance in force as required by this Deed of Trust. All such policies shall contain a provision that such policies will not be canceled or materially amended in any manner, including, without limitation, amended to reduce the scope of limits of coverage, without 30 days' prior written notice to Beneficiary and shall provide that no claims shall be paid thereunder without at least 10 days' prior written notice to Beneficiary. In all cases, Grantor shall immediately give notice to Beneficiary of any notice received by Grantor of any expiration, cancellation or modification of, or material reduction of coverage under, any such policy.

Grantor assigns to Beneficiary all proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property. Grantor authorizes Beneficiary to collect and receive such proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Beneficiary, instead of to Grantor and Beneficiary jointly. Beneficiary may apply the same to payment of the indebtedness evidenced by the Note first to unpaid interest which is due and delinquent, and second, to principal of such indebtedness, and prior to such application, may deduct therefrom any expenses incurred in connection with the collection or handling of such proceeds, it being understood that Beneficiary shall not be, under any circumstances, liable, or responsible for failure to collect, or exercise diligence in the collection of, any of such proceeds.

In the event Grantor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary the policies of insurance required by this Deed of Trust or make the deposits required hereunder, Beneficiary may procure such insurance or single interest insurance for such risks covering Beneficiary's interest, and Grantor will pay all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Grantor the amount of all such premiums, together with interest thereon at the Default Rate (as defined in the Note), shall be secured by this Deed of Trust.

Section 4.4 Repair. Grantor shall maintain the Mortgaged Property, or cause the Mortgaged Property to be maintained, in good condition and repair.

ARTICLE 5

DEFAULT AND FORECLOSURE

Section 5.1 Remedies. Upon the occurrence and during the continuance of an Event of Default, Beneficiary may, by or through Trustee, exercise any or all of the following rights and remedies:

(a) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Grantor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Beneficiary's prior written consent, Beneficiary may invoke any legal remedies to dispossess Grantor.

(b) Operation of Mortgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property to the same extent as Grantor, its successors or assigns,

might at the time do and may exercise all rights and powers of Grantor, in the name, place and stead of Grantor, or otherwise as Beneficiary shall deem best (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Beneficiary deems necessary or desirable), and apply all Rents and other amounts collected by Trustee or Beneficiary in connection therewith in accordance with this Article 5.

(c) **Foreclosure and Sale.** Institute proceedings for the complete or partial foreclosure of this Deed of Trust by judicial action in the manner provided by law for the foreclosure of mortgages on real property or by power of sale in the manner provided in the Nebraska Trust Deeds Act, Neb. Rev. Stat. § 76 1001 et seq. (the "Trust Deeds Act"), in which case the Mortgaged Property may be sold for cash or credit in one or more parcels as Beneficiary may determine. Any foreclosure or other sale of less than the whole of the Mortgaged Property or any defective or irregular sale made hereunder shall not exhaust the power of foreclosure or of sale provided for herein; and subsequent sales may be made hereunder until the entirety of the Mortgaged Property has been sold. Subject to the terms and restrictions herein contained, Beneficiary shall have the right to sell the Mortgaged Property, or any portion thereof, by private sale if, and to the extent that, such private sale is permitted under the laws of the applicable jurisdiction or by public or private sale after entry of a judgment by any court of competent jurisdiction so ordering. Beneficiary may adjourn from time to time any sale by it to be made under or by virtue of this Deed of Trust by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and, except as otherwise provided by any applicable provisions of law or this Agreement, Beneficiary, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned. Notwithstanding anything herein to the contrary, the Beneficiary and Trustee shall not proceed with any sale of all or any portion of the Mortgaged Property without the prior written consent of the Beneficiary. At any such sale by virtue of any judicial proceedings, power of sale, or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Grantor, and against all other persons claiming or to claim the property sold or any part thereof, by, through or under Grantor. Beneficiary may be a purchaser at such sale. In the event this Deed of Trust is foreclosed by judicial action, appraisalment of the Mortgaged Property is waived.

If Beneficiary elects to sell Grantor's interest in the Mortgaged Property by exercise of the power of sale herein contained, Beneficiary shall notify Trustee in the manner then required by Nebraska law.

Upon receipt of such notice of Beneficiary and at the direction of Beneficiary, Trustee shall cause to be recorded, published and delivered such notices of default and notices of sale as may then be required by law and by this Deed of Trust. Trustee shall, only at the direction of Beneficiary and without demand on Grantor, after such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Mortgaged Property at the time and place of sale fixed by it in such notice of sale, either as whole or in separate lots or parcels or items as Beneficiary shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale, or as otherwise may then be required by law. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof.

Any person, including, without limitation, Grantor, Trustee or Beneficiary, may purchase at such sale. Trustee may in the manner provided by law postpone sale of all or any portion of the Mortgaged Property.

(d) **Receiver.** Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Grantor or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, the appointment of a receiver of the Mortgaged Property, and Grantor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent, maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 5.7.

(e) **Other.** Exercise all other rights and remedies available at law or in equity.

Section 5.2 Separate Sales. The Mortgaged Property may, upon the occurrence and during the continuance of an Event of Default, be sold in one or more parcels and in such manner and order as Beneficiary may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

Section 5.3 Remedies Cumulative, Concurrent and Nonexclusive. Upon the occurrence and during the continuance of an Event of Default, Trustee, Beneficiary shall have all rights, remedies and recourses granted herein and available at law or equity (including the Nebraska Uniform Commercial Code (the "UCC")), now or hereafter existing, which rights (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Trustee or Beneficiary, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Trustee, or Beneficiary, in the enforcement any rights or remedies at law or equity shall be deemed to cure any Event of Default.

Section 5.4 Release of and Resort to Collateral. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property. For payment of the Obligations, Beneficiary may resort to any other security in such order and manner as Beneficiary may elect.

Section 5.5 Waiver of Redemption, Notice and Marshalling of Assets. To the fullest extent permitted by law, Grantor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Grantor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of any election by Trustee or Beneficiary to exercise or the actual exercise of any right, remedy or recourse provided for hereunder, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

Section 5.6 Discontinuance of Proceedings. If Trustee, Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted hereunder and shall thereafter elect to discontinue or abandon it for any reason, Trustee or Beneficiary shall have the unqualified right to do so and, in such an event, Grantor, Trustee, and Beneficiary shall be restored to their former positions with

respect to the Obligations, this Deed of Trust, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Trustee, and Beneficiary shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Trustee or Beneficiary thereafter to exercise any right, remedy or recourse under this Deed of Trust for such Event of Default.

Section 5.7 Application of Proceeds. The Trustee shall apply the proceeds of the trustee's sale, first, to the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's fees actually incurred not to exceed the amount which may be provided for in the Deed of Trust, second, to payment of the obligation secured by the Deed of Trust, third, to the payment of junior deeds of trust, mortgages or other lien holders, and the balance, if any, to the person or persons legally entitled thereto. Grantor shall be liable for any deficiency remaining after application of all proceeds of the Mortgaged Property; provided that, such action for deficiency judgment is done in strict accordance with the requirements of Nebraska law.

Section 5.8 Occupancy After Foreclosure. Any sale of the Mortgaged Property or any part thereof in accordance with Section 5.1 will divest all right, title and interest of Grantor in and to the property sold, subject to any rights of redemption under applicable law. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Grantor retains possession of such property or any part thereof subsequent to such sale, Grantor will be considered a tenant at sufferance of the purchaser, and will, if Grantor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

Section 5.9 Additional Advances and Disbursements; Costs of Enforcement.

(a) All sums advanced and expenses incurred at any time by Beneficiary under this Section 5.9, or otherwise under this Deed of Trust or applicable law, shall be part of the Obligations and shall be secured by this Deed of Trust; provided, however, that the foregoing obligation shall not extend to any action by the Beneficiary which constitutes negligence or willful misconduct by the Beneficiary.

(b) Grantor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Deed of Trust or the enforcement, compromise or settlement of the Obligations or any claim under this Deed of Trust and for the curing thereof, or for defending or asserting the rights and claims of Beneficiary in respect thereof, by litigation or otherwise; provided, however, that the foregoing obligation shall not extend to any action by the Beneficiary which constitutes negligence or willful misconduct by the Beneficiary.

Section 5.10 No Mortgagee in Possession. Neither the enforcement of any of the remedies under this Article 5, the assignment of the Rents and Leases under Article 6, the security interests under Article 7, nor any other remedies afforded to Beneficiary at law or in equity shall cause Trustee, Beneficiary to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Trustee, Beneficiary to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise, except that from and after the date that title to the Mortgaged Property is transferred to Beneficiary (or foreclosure purchaser therefrom), such party shall be liable for the performance of all Leases to the extent required by applicable law.

ARTICLE 6
ASSIGNMENT OF RENTS AND LEASES

Section 6.1 **Assignment.** In furtherance of and in addition to the assignment made by Grantor in Section 2.1 of this Deed of Trust, Grantor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Trustee (for the benefit of Beneficiary) and to Beneficiary all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Grantor shall have a revocable license from Trustee and Beneficiary to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Grantor, the license herein granted shall immediately and automatically expire and terminate, without notice to Grantor by Trustee or Beneficiary (any such notice being hereby expressly waived by Grantor to the extent permitted by applicable law).

Section 6.2 **Bankruptcy Provisions.** Without limitation of the absolute nature of the assignment of the Rents hereunder, Grantor, Trustee and Beneficiary agree that (a) this Deed of Trust shall constitute a "security agreement" for purposes of Section 552(b) of Title 11 of the United States Code, (b) the security interest created by this Deed of Trust extends to property of Grantor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

Section 6.3 **No Merger of Estates.** So long as part of the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Grantor, Beneficiary, any tenant or any third party by purchase or otherwise.

ARTICLE 7
SECURITY AGREEMENT

Section 7.1 **Security Interest.** This Deed of Trust constitutes a "security agreement" on personal property within the meaning of the UCC and other applicable law and with respect to the, Fixtures, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, and Condemnation Awards. To this end, Grantor grants to Beneficiary a security interest in the Fixtures, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, Condemnation Awards and all other Mortgaged Property which is personal property, prior to all liens or encumbrances other than Permitted Liens, to secure the payment and performance of the Obligations, and agrees that Beneficiary shall, upon the occurrence and during the continuance of an Event of Default, have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Fixtures, Leases, Rents, Property Agreements, Tax Refunds, Proceeds, and Condemnation Awards sent to Grantor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Grantor.

Section 7.2 Fixture Filing. This Deed of Trust shall be effective as a financing statement filed as a "fixture filing" for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 7.2 is provided so that this Deed of Trust shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Grantor is the "Debtor" and its name and mailing address are set forth in the preamble of this Deed of Trust immediately preceding Article 1. Beneficiary is the "Secured Party" and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Deed of Trust immediately preceding Article 1. A statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in Section 1.1(d) of this Deed of Trust. The organizational number of "Debtor" is: [_____]. This Deed of Trust shall be filed for record in the real estate records of each county where any part of Mortgaged Property (including such fixtures) is situated. A carbon, photographic or other reproduction of this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in this Section 7.2.

ARTICLE 8 CONCERNING THE TRUSTEE

Section 8.1 Certain Rights. With the approval of Beneficiary, Trustee shall have the right to select, employ and consult with counsel. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. Trustee shall be entitled to reimbursement for actual, reasonable expenses incurred by it in the performance of its duties and to reasonable compensation for Trustee's services hereunder as shall be rendered. Grantor shall, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and indemnify, defend and save Trustee harmless against, all liability and reasonable expenses which may be incurred by it in the performance of its duties, including those arising from joint, concurrent, or comparative negligence of Trustee; provided, however, that Grantor shall not be liable under such indemnification to the extent such liability or expenses result solely from Trustee's gross negligence or willful misconduct. Grantor's obligations under this Section 8.1 shall not be reduced or impaired by principles of comparative or contributory negligence.

Section 8.2 Retention of Money. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

Section 8.3 Successor Trustees. If Trustee or any successor Trustee shall die, resign or become disqualified from acting in the execution of this trust, or Beneficiary shall desire to appoint a substitute Trustee, Beneficiary shall have full power to appoint a substitute Trustee, who shall succeed to all the estates, rights, powers and duties of Trustee. Such appointment may be executed by any authorized agent of Beneficiary and as so executed, such appointment shall be conclusively presumed to be executed with authority, valid and sufficient, without further proof of any action.

Section 8.4 Perfection of Appointment. Should any deed, conveyance or instrument of any nature be required from Grantor by any successor Trustee to more fully and certainly vest in and confirm to such successor Trustee such estates, rights, powers and duties, then, upon request by such Trustee, all such deeds, conveyances and instruments shall be made, executed, acknowledged and delivered and shall be caused to be recorded and/or filed by Grantor.

Section 8.5 Trustee Liability. In no event or circumstance shall Trustee or any substitute Trustee hereunder be personally liable under or as a result of this Deed of Trust, either as a result of any action by Trustee (or any substitute Trustee) in the exercise of the powers hereby granted or otherwise, except for such Trustee's or substitute Trustee's gross negligence or willful misconduct.

ARTICLE 9 MISCELLANEOUS

Section 9.1 Notices. Whenever Beneficiary or Grantor shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be deemed to have been given if sent by hand delivery, overnight courier or certified mail, postage prepaid, addressed to the following addresses:

If to Grantor:	HSR Investments, LLC 5010 Country Hill Road Lincoln, NE 68516
If to Beneficiary:	Turc Holdings, Inc. 9960 West Cheyenne Avenue, Suite 110, Las Vegas, Nevada, 89129
With copy to:	Kutak Rock LLP The Omaha Building 1650 Farnam Street Omaha, NE 68102 Attention: Brian C. Eades, Esq.

Any party may at any time change its address for such notices by delivering to the other parties hereto, as aforesaid, a notice of such change.

Section 9.2 Covenants Running with the Land. All Obligations contained in this Deed of Trust are intended by Grantor, Beneficiary and Trustee to be, and shall be construed as, covenants running with the Land. As used herein, "Grantor" shall refer to the party named in the first paragraph of this Deed of Trust and to any subsequent owner of all or any portion of the Mortgaged Property. All persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be subject to, the terms of the Note and this Deed of Trust.

Section 9.3 Attorney-in-Fact. Effective upon the occurrence and during the continuance of an Event of Default, Grantor hereby irrevocably appoints Beneficiary as its attorney-in-fact, which agency is coupled with an interest and with full power of substitution, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise (a) to execute and/or record any notices of completion, cessation of labor or any other notices that Beneficiary deems appropriate to protect Beneficiary's interest, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment, conveyance or further assurance with respect to the Mortgaged Property in favor of the grantee of any such deed and as may be necessary or desirable for such purpose, (c) to prepare and file or record financing statements and UCC continuation statements,

and to prepare, execute and file or record applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any of the Mortgaged Property, and (d) to perform any obligation of Grantor hereunder; provided, however, that (1) Beneficiary shall not under any circumstances be obligated to perform any obligation of Grantor; (2) any reasonable sums advanced by Beneficiary in such performance shall be added to and included in the Obligations; provided, however, that the foregoing reimbursement obligation shall not extend to any action by the Beneficiary which constitutes negligence or willful misconduct by the Beneficiary; (3) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (4) Beneficiary shall not be liable to Grantor or any other person or entity for any failure to take any action which it is empowered to take under this Section 9.3.

Section 9.4 Successors and Assigns. This Deed of Trust shall be binding upon and inure to the benefit of Beneficiary, Trustee and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of Beneficiary, assign any rights, duties or obligations hereunder.

Section 9.5 No Waiver. Any failure by Beneficiary or Trustee to insist upon strict performance of any of the terms, provisions or conditions of the Note or this Deed of Trust shall not be deemed to be a waiver of same, and Beneficiary and Trustee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

Section 9.6 Release or Reconveyance. Upon payment in full and the satisfaction of all of the Obligations, Beneficiary, at Grantor's request and expense, shall release the liens and security interests created by this Deed of Trust or reconvey the Mortgaged Property to Grantor. Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon payment by Beneficiary of Trustee's fees, Trustee shall reconvey to Beneficiary, or the person or persons legally entitled thereto, without warranty, any portion of the Mortgaged Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

Section 9.7 Waiver of Stay, Moratorium and Similar Rights. Grantor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Deed of Trust or the Obligations secured hereby, or any agreement between Grantor and Beneficiary or any rights or remedies of Trustee, Beneficiary.

Section 9.8 Applicable Law. The provisions of this Deed of Trust shall be governed by the laws of the State of Nebraska.

Section 9.9 Headings. The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

Section 9.10 Severability. If any provision of this Deed of Trust shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way affect the enforceability and validity of the remaining provisions of this Deed of Trust.

Section 9.11 Entire Agreement. This Deed of Trust and the Note embody the entire agreement and understanding between Grantor and Beneficiary relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, this Deed of Trust and the Note may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

ARTICLE 10 LOCAL LAW PROVISIONS

In the event of any conflict with the provisions of this Deed of Trust set forth above and this Article 10, the provisions of this Article 10 shall govern.

Section 10.1 Trust Deeds Act. This Deed of Trust shall constitute a trust deed under the Trust Deeds Act as amended and as may be further amended from time to time. Grantor expressly subjects the Mortgaged Property to such Trust Deeds Act, and Trustee and Beneficiary shall be accorded all the rights, powers and remedies of a trustee and a beneficiary as provided for therein. All rights, powers and remedies of the Trust Deeds Act are hereby incorporated by reference as if the rights, powers and remedies were expressly provided herein, with Beneficiary as a "beneficiary," Grantor as a "trustor," Trustee as a "trustee," this Deed of Trust as a "trust deed" and that portion of the Mortgaged Property constituting real property as "trust property."

Section 10.2 Request for Notice. Grantor, for itself and for each party hereto, hereby requests a copy of any notice of default and a copy of any notice of sale hereunder be mailed to them at the applicable addresses provided herein

Section 10.3 Future Advances. This Deed of Trust shall secure the full and timely payment and performance of the Obligations including any and all future advances made to Grantor by Beneficiary. At no time during the term of this Deed of Trust or any extension thereof shall the unpaid and outstanding secured principal future advances, not including sums advanced by Beneficiary to protect the security of this Deed of Trust, exceed an amount equal to one and a half times the original principal amount of the Note. This provision shall not constitute an obligation upon or commitment of Beneficiary to make additional advances or loans to Grantor.

Section 10.4 Trustee. Trustee shall not be liable for any error of judgment or act done by Trustee, or be otherwise responsible or accountable under any circumstances whatsoever. Trustee shall not be personally liable in case of entry by Trustee or anyone acting by virtue of the powers herein granted to Trustee upon this Deed of Trust for debts contracted or liability for damages incurred in the management or operation of the Mortgaged Property. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder or believed by Trustee in good faith to be genuine. Trustee shall be entitled to reimbursement for expenses incurred by Trustee in the performance of Trustee's duties hereunder and to reasonable compensation for such of Trustee's services hereunder as shall be rendered. Grantor will, from time to time, pay compensation due Trustee hereunder and reimburse Trustee for and save and hold Trustee harmless from and

against any and all loss, cost, liability, damage and expense whatsoever incurred by Trustee in the performance of its duties. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

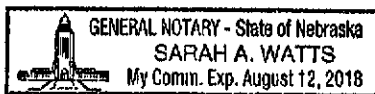
IN WITNESS WHEREOF, Grantor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

HSR INVESTMENTS, LLC, a Nebraska limited liability company,

By Gregory S. Hacker, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this 13 day of November 2015, by Gregory S. Hacker, the Managing Member of HSR Investments, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Sarah A. Watts
Notary Public

My Commission Expires:

8/12/2018

EXHIBIT A

LEGAL DESCRIPTION

The land referred to herein is described as follows:

Parcel 1:

Lot Four (4), Block One Hundred Fifty-Four (154), Original Lincoln, Lancaster County, Nebraska.

Parcel 2:

The South 92 feet of Lots Sixteen (16) and Seventeen (17), Block Four (4), Sawyer's Addition, Lincoln, Lancaster County, Nebraska.

Parcel 3:

Lot Three (3), Block Eight (8), Houtz Place, Lincoln, Lancaster County, Nebraska.

Parcel 4:

Lot Ten (10), Block Three (3), Second Hillsdale Addition to Lincoln, Lancaster County, Nebraska.

Parcel 5:

Lot Five (5), Block Seven (7), South Park Addition, Lincoln, Lancaster County, Nebraska.

Parcel 6:

Lot Two (2), Block Seven (7), South Park Addition, Lincoln, Lancaster County, Nebraska.

Parcel 7:

Lot Twenty-One (21), Prospect Subdivision, Lincoln, Lancaster County, Nebraska.

Parcel 8:

The West 20.5 feet of Lot Two (2) and all of Lot Three (3), Block One Hundred Eleven (111), University Place, Lincoln, Lancaster County, Nebraska.

LINCOLN
SAWYERS
HOUPL
HILLSDALE2

SOPA
NO
PROSPECT
UNIPL