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Nebraska Judicial Branch

Case Summary

In the County Court of Douglas County
 The Case ID is PR 13 000025
 Milo P Vacanti, Deceased
 The Honorable Stephanie R Hansen, presiding.
 Classification: Informal Testate
 Filed on 01/07/2013
 This case is Closed as of 09/19/2017
 It was disposed as Uncontested Default

Parties/Attorneys to the Case

Party	Attorney
Deceased ACTIVE Milo P Vacanti	
Personal Representative ACTIVE Barbara M Vacanti 2202 South 189th Circle Omaha NE 68130	Nick R Taylor & Brennan, PC LLO 10050 Regency Circle Ste 200 Omaha NE 68114 402-342-1000
Claimant ACTIVE Mutual of Omaha Bank 3333 Farnam Street Omaha NE 68131	

Court Costs Information

Incurring By	Account	Date	Amount
Personal Representative	Filing Fees	01/07/2013	\$20.00
Personal Representative	Filing Fees	09/26/2013	\$20.00
Personal Representative	Filing Fees	07/14/2014	\$20.00
Personal Representative	NSC Education Fee	01/07/2013	\$1.00
Personal Representative	Dispute Resolution Fee	01/07/2013	\$0.75
Personal Representative	Indigent Defense Fee	01/07/2013	\$3.00
Personal Representative	Uniform Data Analysis Fee	01/07/2013	\$1.00
Personal Representative	J.R.F.	01/07/2013	\$2.00
Personal Representative	J.R.F.	09/26/2013	\$2.00
Personal Representative	J.R.F.	07/14/2014	\$2.00
Personal Representative	Filing Fee/JRF	01/07/2013	\$2.00
Personal Representative	Filing Fee/JRF	09/26/2013	\$2.00

Incurring By	Account	Date	Amount
Personal Representative	Filing Fee/JRF	07/14/2014	\$2.00
Personal Representative	Legal Aid/Services Fund	01/07/2013	\$5.25
Personal Representative	Automation Fee	01/07/2013	\$8.00

Financial Activity

No trust money is held by the court
No fee money is held by the court

Payments Made to the Court

Receipt	Type	Date	For	Amount
2871320	Electronic Trans	07/14/2014	Vacanti, Barbara, M,	\$24.00
			Filing Fees	\$20.00
			J.R.F.	\$2.00
			Filing Fee/JRF	\$2.00
2733301	Check	09/26/2013	Vacanti, Barbara, M,	\$24.00
			Filing Fees	\$20.00
			J.R.F.	\$2.00
			Filing Fee/JRF	\$2.00
2599302	Check	01/07/2013	Vacanti, Barbara, M,	\$43.00
			Filing Fees	\$20.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00
			J.R.F.	\$2.00
			Filing Fee/JRF	\$2.00
			Legal Aid/Services Fun	\$5.25
			Automation Fee	\$8.00

Register of Actions

09/27/2017 Note from Court Staff

STORED IN BASEMENT ds

09/19/2017 Disposition of Probate
ds

09/19/2017 Inf Closing of Estate by Verified S
This action initiated by party Barbara M Vacanti
e-filed ds
Image ID N17262EESC01

09/19/2017 Inf Closing Receipt
This action initiated by party Barbara M Vacanti
e-filed ds
Image ID N17262EEQC01

09/19/2017 Inf Closing Receipt

This action initiated by party Barbara M Vacanti
e-filed ds
Image ID N17262EEMC01

09/19/2017 Schedule of Distribution
This action initiated by party Barbara M Vacanti
e-filed ds
Image ID N17262EEIC01

06/07/2017 Journal Entry & Order
This action initiated by Stephanie R Hansen
CANCELLED - COMPLIED c1m
Image ID D04252017C01

06/07/2017 Hearing

04/11/2017 Journal Entry & Order
This action initiated by Stephanie R Hansen
Image ID D04194471C01

04/11/2017 Hearing

12/05/2016 Order-Continuance
This action initiated by Stephanie R Hansen
Matter continued to 04.11.17 @10:00 c1m eNotice Certificate Attached
Image ID P00458828C01

12/02/2016 Order-Hearing Issued
The document number is 04060901
MATTER IS RESCHEDULED TO 1:30 PM MH
Image ID D04060901C01

12/01/2016 Note from Court Staff
file sent to Judge ds

11/30/2016 Motion-Continuance
This action initiated by party Barbara M Vacanti
e-filed (Order provided) ds
Image ID N16335744C01

05/13/2016 Order-Continuance
This action initiated by Stephanie R Hansen
Hrg Cont to 12.08.16 @ 10:00am kg eNotice Certificate Attached
MATTER IS RESCHEDULED TO 1:30 PM
Image ID P00423040C01

05/13/2016 Affidavit

e-filed This action initiated by party Barbara M Vacanti
jw
Image ID N16134D90C01

05/06/2016 Note from Court Staff
Proposed order placed in file - file sent to Judge - tl

05/05/2016 Motion-Continuance
This action initiated by party Barbara M Vacanti
e-filed - tl
Image ID N16126KHSC01

04/27/2016 Journal Entry & Order
This action initiated by Stephanie R Hansen
Image ID D03849085C01

04/27/2016 Hearing

12/15/2015 Journal Entry & Order
This action initiated by Darryl R Lowe
Image ID D03726681C01

12/15/2015 Hearing

12/10/2015 Motion-Continuance
This action initiated by party Barbara M Vacanti
Motion with no order. Efiled. ta
Image ID N15344094C01

04/08/2015 Order-Continuance
This action initiated by Joseph P Caniglia
the PRP shall be allowed to continue the closing of this estate until

12-15-2015 @ 9:00--rm eNotice Certificate Attached
Image ID P00357409C01

04/02/2015 Motion-Continuance
This action initiated by party Barbara M Vacanti
E-Filed. mnc
Image ID N15092SWQC01

12/12/2014 Order-Continuance
This action initiated by Joseph P Caniglia
closing of estate cont to 4-7-2015 @ 8:00 per Judge Caniglia--rm
Image ID P00335075C01

12/10/2014 Note from Court Staff
Proposed order placed in the file for the Judge. mnc

12/09/2014 Motion-Continuance
This action initiated by party Barbara M Vacanti
E-Filed. mnc
Image ID N14343OSYC01

07/15/2014 Inheritance Tax Receipt
Image ID P00315970C01

07/15/2014 Order-Assess Inh Tax
tl
Image ID P00303207C01

07/15/2014 Note from Court Staff

Proposed order placed in the file for the Judge. mnc

07/14/2014 Vol App/wvr Ntc-Int Parties

This action initiated by party Barbara M Vacanti
Courtney Birnstihl. E-Filed. mnc
Image ID N14195UJYC01

07/14/2014 Vol App/wvr Ntc-Int Parties

This action initiated by party Barbara M Vacanti
Milo Paul Vacanti, Jr. E-Filed. mnc
Image ID N14195UJSC01

07/14/2014 Vol App/wvr Ntc-Int Parties

This action initiated by party Barbara M Vacanti
Leslie Donley. E-Filed. mnc
Image ID N14195UJOC01

07/14/2014 Vol App/wvr Ntc-Int Parties

This action initiated by party Barbara M Vacanti

Barbara Vacanti. E-Filed. mnc
Image ID N14195UJKC01

07/14/2014 Inheritance Tax worksheet

This action initiated by party Barbara M Vacanti
E-Filed. mnc
Image ID N14195UJAC01

07/14/2014 Pet-Det of Inheritance Tax

This action initiated by party Barbara M Vacanti
E-Filed. mnc
Image ID N14195UJ4C01

05/29/2014 Order-Continuance

This action initiated by Joseph P Caniglia
PR allowed to cont. closing of estate until 12/11/14 at 1:30 p.m.

smm
Image ID P00297988C01

05/29/2014 Note from Court Staff
file sent to judge w/ order

05/28/2014 Order-Continuance

This action initiated by Joseph P Caniglia
Continued until 6/18/14 @ 10 AM. mh
Image ID P00298351C01

05/23/2014 Note from Court Staff

Proposed order for continuance placed in file for Judge. E-Filed. mnc

05/22/2014 Motion

This action initiated by party Barbara M Vacanti

For Continuance. E-Filed. mnc
Image ID N141421JWC01

05/19/2014 Order-Hearing Issued

The document number is 03193339
Document Number 3193339 Close estate jw
Image ID P00289249C01

11/21/2013 Receipt

This action initiated by party Barbara M Vacanti
Image ID N13325CGIC01

09/30/2013 Order-Assess Inh Tax
entered in error - see Order Allowing Pmt of Tentative Ne Inh Tax
No doc attached to this record. jw

09/27/2013 Order-Allow Pmt Tentative Inh Tax
jw
Image ID P00250602C01

09/26/2013 Inheritance Tax Worksheet
clm
Image ID P00250809C01

09/26/2013 Vol App/wvr Ntc-Int Parties
Courtney Birnstihl - clm
Image ID P00250806C01

09/26/2013 Vol App/wvr Ntc-Int Parties
Leslie Donley - clm
Image ID P00250803C01

09/26/2013 Vol App/wvr Ntc-Int Parties
Milo Paul Vacanti, Jr - clm
Image ID P00250800C01

09/26/2013 Vol App/wvr Ntc-Int Parties
Barbara Vacanti - clm
Image ID P00250797C01

09/26/2013 App-Pay Tentative Inheritance Tax
This action initiated by party Barbara M Vacanti
clm
Image ID P00250794C01

07/18/2013 Order-Leave to Settle Claim
js - Notice dispensed; PR authorized to settle and release. Confidential
Settlmt Agrmt and Rel shall be sealed by court. Only IP's have access

Image ID P00235336C01

07/18/2013 Confidential Document

07/18/2013 Consent
and wvr of Hrg - Leslie Donley
Image ID P00235244C01

07/18/2013 Consent
and wvr of Hrg - Milo Vacanti, Jr., Trustee of Milo Vancanti III Trust
Image ID P00235241C01

07/18/2013 Consent
and wvr of Hrg - Milo Vacanti
Image ID P00235238C01

07/18/2013 Consent
and wvr of Hrg - Milo Vacanti, Jr., Trustee of Violet vacanti Trust
Image ID P00235235C01

07/18/2013 Consent
and wvr of Hrg - Courtney Birnstihl, Trustee of Livia Birnstihl TRust
Image ID P00235232C01

07/18/2013 Consent
and wvr of Hrg - Courtney Birstihl, Trustee of Xavier McCaig Trust
Image ID P00235229C01

07/18/2013 Consent
and wvr of Hrg - Courtney Birnstihl
Image ID P00235226C01

07/18/2013 Consent
and wvr of Hrg - Barbara Vacanti
Image ID P00235223C01

07/18/2013 Consent
and wvr of Hrg - Barbara Vacanti, Trustee
Image ID P00235249C01

07/18/2013 Motion-Leave to Settle Claim
Image ID P00235246C01

07/03/2013 Receipt
by Methodist Hospital cv
Image ID P00227822C01

04/08/2013 Inventory

This action initiated by party Barbara M Vacanti
TENTATIVE INVENTORY
Image ID N130988DXC01

03/05/2013 Statement
This action initiated by party Mutual of Omaha Bank
Image ID N13064864C01

02/28/2013 Statement of Claim (15:2)
Methodist Health System
Image ID P00206974C01

02/12/2013 Statement of Claim (15:2)
First Westroads Bank
Image ID P00203572C01

02/07/2013 Miscellaneous Document
amended statement of claim from Great Western Bank; the total figure
is what is reflected on the claim filed 1-30-2013
Image ID P00199583C01

01/30/2013 Statement of Claim (15:2)
Great Western Bank
Image ID P00200915C01

01/29/2013 Aff-Publication
This action initiated by party Barbara M Vacanti
Image ID P00197085C01

01/28/2013 Aff-Mailing Notice
This action initiated by party Barbara M Vacanti
Image ID N130286NSC01

01/08/2013 Note from Court Staff
made 1 c/c Letter PR for Nick Taylor & mailed to same

01/08/2013 Check Demand Index
attached demand # 20060 & mailed copy to Attorney & PR

01/08/2013 Ntc-Creditor/Inf Prob/Appt PR
Midlands Business Journal
Image ID P00192327C01

01/08/2013 General Appearance
Image ID P00192326C01

01/08/2013 Letters of PR
Barbara M. Vacanti

Image ID P00192325C01

01/07/2013 Ntc-Creditor/Inf Appt PR
WRONG NOTICE There is a Will
Image ID P00192324C01

01/07/2013 Accept Appt-Estate
Barbara M. Vacanti
Image ID P00192323C01

01/07/2013 Registrar Stmt-Inf Probate
Barbara M. Vacanti
Image ID P00192322C01

01/07/2013 Cert-Probate of will
Image ID P00192321C01

01/07/2013 will
dated 05/21/2008
Image ID P00192320C01

01/07/2013 App-Inf Probate of will/Appt of PR
This action initiated by party Barbara M Vacanti
date pf death 10/15/2012
Image ID P00191078C01

11/19/2012 Demand for Notice (15:1)
Demand Number 20060 Demandant Methodist Health System
Image ID P00192328C01

Judges Notes

06/12/2017
06-12-2017 Hansen
Audit period for Final Estate Tax has passed. Attorney advised court
they will be ready to close at next hearing.

PR13-25

**LAST WILL AND TESTAMENT
OF
MILO P. VACANTI**

**FILED
COUNTY COURT
PROBATE DIVISION
JAN 07 2013
By: Lenie Douglas
Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA**

I, MILO P. VACANTI, a resident of the State of Nebraska, being of sound mind and memory, do make this my Last Will and Testament, hereby revoking all prior Wills and all Codicils to such Wills, if any.

**ARTICLE ONE
RESIDUE**

I give the residue of my estate to the Trustee under the Milo P. Vacanti Revocable Trust Agreement, dated this same date, in which Milo P. Vacanti is designated as Grantor and Milo P. Vacanti is designated as initial Trustee, to be held and administered in accordance with the provisions of said Trust Agreement including any amendments to such trust made after the date of this will.

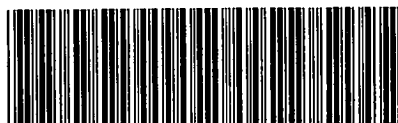
If the Trust referred to in the preceding paragraph is not in existence at the time of my death, I give, devise and bequeath all of my assets of every kind and wherever situated BARBARA M. VACANTI, as Trustee, in trust, to be held and administered in accordance with the provisions of the Milo P. Vacanti Revocable Trust Agreement dated this same date in which Milo P. Vacanti is designated as Grantor and Milo P. Vacanti is designated as initial Trustee, the provisions of said trust being incorporated into this Will by this reference.

**ARTICLE TWO
PAYMENT OF EXPENSES AND TAXES**

To the extent not otherwise paid by the Trustee of the Milo P. Vacanti Revocable Trust, my Personal Representative shall pay funeral expenses and administration expenses as my Personal Representative deems proper. Additionally, to the extent not otherwise paid by the Trustee of the Milo P. Vacanti Revocable Trust, my Personal Representative shall also pay from income or principal all estate, inheritance and other like taxes payable as a result of my death. There shall be no apportionment of said taxes to, and no reimbursement from, beneficiaries of my estate or from anyone else who receives assets through my estate or otherwise.

**ARTICLE THREE
PERSONAL REPRESENTATIVE**

I appoint my spouse, BARBARA M. VACANTI, as Personal Representative of this, my Will. If at any time she is for any reason unable to act or ceases to act as Personal



P00192320C01

MPV

Representative, I nominate and appoint the following in the order indicated as substitute or successor Personal Representative: (1) son, MILO PAUL VACANTI, JR.; (2) my daughter, LESLIE DONLEY; or (3) my daughter, COURTNEY BIRNSTIHL.

**ARTICLE FOUR
PERSONAL REPRESENTATIVE POWERS**

My Personal Representative and any substitute or successor Personal Representative which I have designated in this my Will shall serve without being required to post any bond. Any such Personal Representative shall have full discretionary powers, without court approval, to perform every act which a prudent person might perform in dealing with the property of another, including the power to sell real property without court authorization and all other powers which are conferred upon trustees by, as amended from time to time, and which provisions are hereby incorporated in this Will by this reference. Any such Personal Representative shall not be liable for any action taken in good faith or believed by the same to be within the power, authority, or discretion herein given, nor for any loss not resulting from the willful default of such Personal Representative.

In extension and not in limitation of the powers provided by law, my Personal Representative shall have the following discretionary powers to:

- I - Invest and Reinvest.* Invest and reinvest the money or property held by the fiduciary without regard to and free from all investment restrictions, whether imposed by statute or otherwise; invest or otherwise deal in common trust funds and margin accounts.

- II - Principal and Income.* Determine what adjustments should be made between principal and income to balance fairly the interests of income beneficiaries and remainder beneficiaries, including: (1) allocation of receipts and expenditures to principal or income; and (2) creation of reasonable reserves out of income for depreciation, obsolescence, improvements, extraordinary repairs, or amortization or for depletion of natural resources.

- III - Tax Elections.* Exercise or not exercise any election or option granted to fiduciaries by the Internal Revenue Code in force at my death. No adjustments shall be required between income or principal or between property interests passing to beneficiaries who may be affected by such elections.

Dated this 21 day of May, 2008, at Omaha, Nebraska.


MILO P. VACANTI

We, whose names are hereunto subscribed, hereby certify that MILO P. VACANTI, the Testator, subscribed his name on page 2 of this instrument consisting of 3 pages, and identified the remaining pages by affixing his initials thereon, on the date named above, all done in our presence and in the presence of each of us, and that said MILO P. VACANTI declared at the same time, in our presence and hearing, that this instrument was his Last Will and Testament, and we, at his request, sign our names hereto, in his presence and in the presence of each other as witnesses.

Theresa Taylor

Address: *Omaha, Neb.*

Ann C. Marenzale

Address: *Omaha, Neb.*

MPC

AFFIDAVIT

FILED
COUNTY COURT
PROBATE DIVISION

JAN 07 2013

By: Leslie Douglas
Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

I, MILO P. VACANTI, the Testator, sign my name to this instrument this 21 day of MAY, 2008, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly or willingly direct another to sign for me, that I execute it as my free and voluntary act for the purposes therein expressed and that I am eighteen years of age or older or am not at this time a minor, and am of sound mind and under no constraint or undue influence.

Milo P Vacanti
MILO P. VACANTI

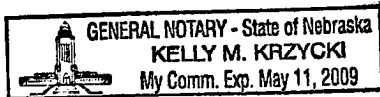
We, Nick R Taylor and Annie C. Massengale, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his Last Will and that he signs it willingly or willingly directs another to sign for him, and that he executes it as his free and voluntary act for the purposes therein expressed, and that each of us, in the presence and hearing of the Testator, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older or is not at this time a minor, and is of sound mind and under no constraint or undue influence.

Nick R Taylor
WITNESS

Annie C Massengale
WITNESS

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Subscribed, sworn to and acknowledged before me by MILO P. VACANTI, the Testator, and subscribed and sworn to before me by Nick R Taylor and Annie C. Massengale, this 21st day of May, 2008.



Kelly M. Krzycki
NOTARY PUBLIC

STATE OF	LETTERS OF	
NEBRASKA	PERSONAL REPRESENTATIVE	PR 11 (10/92)

**Douglas County Court, Probate Division
1701 Farnam Street, 3-West, Omaha, Nebraska 68183 (402) 444-7152**

**IN THE MATTER OF THE
ESTATE OF:**

Case No.: PR13-25

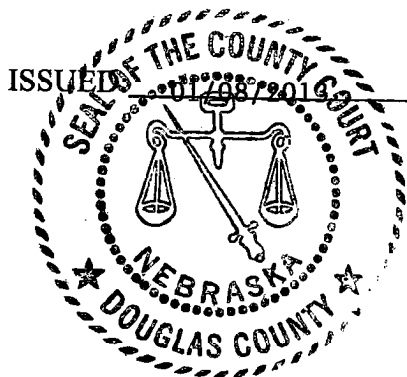
MILO P. VACANTI
Deceased

To: BARBARA M. VACANTI

WHEREAS, MILO P. VACANTI died on October 15, 2012, and on January 7, 2013, you were appointed and have qualified as Personal Representative of the above named decedent by the Division Manager of this Court.

NOW THEREFORE, your appointment is hereby confirmed, and this Letter of Personal Representative is issued as evidence of such appointment and qualification and authority of said **BARBARA M. VACANTI** to do and perform all acts which may be authorized or required by law. You are required to file an inventory within 90 days after your appointment. Limitation(s) of powers specified by will or Court order as of the date of certification of this Letter are as follows:

IN WITNESS WHEREOF, I have placed my signature and the seal of said Court on this 7 day of January 2013.



ISSUED 01/08/2013 BY THE COURT John A. Dagherty
(DIVISION MANAGER)

**FILED
COUNTY COURT
PROBATE DIVISION**

JAN 8 2013

By Leslie Douglas
Clerk of Court
**DOUGLAS COUNTY COURT
OMAHA, NEBRASKA**



P00192325C01

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE)
 ESTATE OF MILO P. VACANTI,)
)
 Deceased)

PR 13-25
STATEMENT OF CLAIM

TO THE CLERK OF COURT:

COMES NOW First Westroads Bank, and hereby presents its claim against the above-captioned Estate as follows:

Description of Claim	Amount
1. Promissory Note of Milo P. Vacanti dated February 27, 2012 in the original principal amount of \$245,973.00 along with the Assignment of Deposit Account dated March 12, 2008, Business Loan Agreement dated March 12, 2008, and the Mortgage dated March 13, 2008	\$247,149.91 as of January 31, 2013 Together with interest at the rate of \$18.11 per diem thereafter
2. Promissory Note of Milo P. Vacanti dated March 13, 2012 in the original principal amount of \$151,132.00 along with the Assignment of Deposit Account dated March 12, 2008, the Business Loan Agreement dated March 13, 2012, and the Mortgage dated March 13, 2008	\$152,263.37 as of January 31, 2013 Together with interest at the rate of \$23.09 per diem thereafter
3. Commercial Guaranties of Milo P. Vacanti dated December 1, 2004 and August 10, 2009 guaranteeing the Loans made by First Westroads Bank to V & R Joint Venture, a Nebraska general partnership, evidenced by:	
a. the Promissory Note dated September 29, 2012 in the original principal amount of \$1,050,823.00	\$1,055,639.27 as of January 31, 2013 Together with interest at the rate of \$145.95 per diem thereafter
b. the Promissory Note dated February 27, 2010 in the original principal amount of \$275,988.01	\$248,425.50 as of January 31, 2013 Together with interest at the rate of \$46.55 per diem thereafter
c. the Promissory Note dated February 10, 2011 in the original principal amount of \$250,000.00	\$233,353.93 as of January 31, 2013 Together with interest at the rate of \$43.55 per diem thereafter

FILED
COUNTY COURT
PROBATE DIVISION
 FEB 12 2013
 By: Leshe Douglas
 Clerk of Court
 DOUGLAS COUNTY COURT
 OMAHA, NEBRASKA

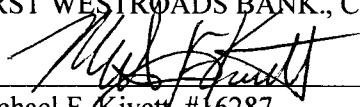


- | | | |
|----|---|--|
| d. | the Promissory Note dated August 10, 2009 in the original principal amount of \$201,634.00 | \$187,263.09 as of January 31, 2013
Together with interest at the rate of \$33.01 per diem thereafter |
| e. | the Promissory Note dated September 29, 2012 in the original principal amount of \$300,823.00 | \$302,201.77 as of January 31, 2013
Together with interest at the rate of \$41.78 per diem thereafter |

The foregoing V & R Joint Venture loans are further secured by any other collateral granted by Milo P. Vacanti, deceased, including pursuant to any cross-collateralization provision.

TOTAL \$2,426,296.84 as of January 31, 2013

FIRST WESTROADS BANK., Claimant,

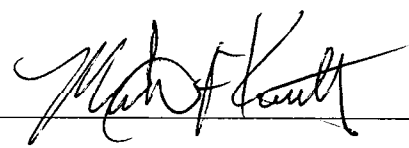


Michael F. Kivett, #16287
WALENTINE, O'TOOLE,
McQUILLAN & GORDON
P O Box 540125
11240 Davenport Street
Omaha NE 68154-0125
(402) 330-6300
Attorney for Claimant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was mailed by U.S. mail, postage prepaid on the 11th day of February, 2013, to:

Nick R. Taylor
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
10050 Regency Circle, 200 Regency One
Omaha, NE 68114-3794
Attorney for the Estate and Personal Representative



PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$245,973.00	02-27-2012	02-27-2013	9064	405	113188	SROBI	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing ***** has been omitted due to text length limitations.

Borrower: Milo P. Vacanti
11205 John Gall Blvd
Omaha, NE 68137

Lender: First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

Principal Amount: \$245,973.00

Date of Note: February 27, 2012

PROMISE TO PAY. Milo P. Vacanti ("Borrower") promises to pay to First Westroads Bank, Inc. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Forty-five Thousand Nine Hundred Seventy-three & 00/100 Dollars (\$245,973.00), together with interest on the unpaid principal balance from February 27, 2012, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 2.650% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one principal payment of \$245,973.00 plus interest on February 27, 2013. This payment due on February 27, 2013, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular quarterly payments of all accrued unpaid interest due as of each payment date, beginning May 27, 2012, with all subsequent interest payments to be due on the same day of each quarter after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Westroads Bank, Inc.; 15750 West Dodge Road; Omaha, NE 68118.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 19.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fourteen (14) days; or (2) if the cure requires more than fourteen (14) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Nebraska.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by Assignment of Deposit Account dated March 12, 2008, in addition to other collateral that may secure this indebtedness, all the terms and conditions of which are hereby incorporated and made a part of this Note.

CREDIT INVESTIGATION. Lender is authorized to verify and make any investigation of my/our credit and employment history with other parties, either directly or through any agency employed by Lender for that purpose. This authorization will be applicable when Lender is administering, extending, renewing or modifying my/our notes or credit agreements. Lender may disclose to any authorized parties information regarding Lender's experiences or transactions with my/our account.

PROMISSORY NOTE
(Continued)

Loan No: 9064

Page 2

CREDITING OF PAYMENTS. All loan payments must be made in U.S. dollars and accompanied by the account number or payment coupon provided. Loan payments may be mailed to First Westroads Bank, P.O. Box 241259, Omaha, Nebraska 68124-9929, or made in person to First Westroads Bank personnel at one of our bank locations, or paid electronically to First Westroads Bank. Payments must be received by 6:00 PM Central time Monday through Friday, excluding Federal holidays, to be credited as of that business day. All other payments received will be credited as of the next business day or as otherwise permitted by law.

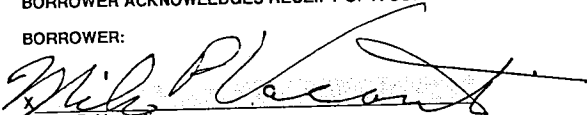
SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:


Milo P. Vacanti

BUSINESS LOAN AGREEMENT

Principal \$245,150.00	Loan Date 03-12-2008	Maturity 02-27-2009	Loan No 9064	Call / Coll 405	Account 113188	Officer SROBI	Initials <i>[Signature]</i>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Milo P. Vacanti
11205 John Galt Blvd
Omaha, NE 68137

Lender: First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

THIS BUSINESS LOAN AGREEMENT dated March 12, 2008, is made and executed between Milo P. Vacanti ("Borrower") and First Westroads Bank, Inc. ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement ("Loan"). Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of March 12, 2008, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

ADVANCE AUTHORITY. The following person or persons are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Milo P. Vacanti, Individually and Milo P. Vacanti, Jr.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Business Activities. Borrower maintains an office at 11205 John Galt Blvd, Omaha, NE 68137. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's principal office address or any change in Borrower's name. Borrower shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all liens and security interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with accounting principles acceptable to Lender, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, prepared by Borrower in form satisfactory to Lender.

Tax Returns. As soon as available after the applicable filing date for the tax reporting period ended, Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Loan Fees, Charges and Expenses. In addition to all other agreed upon fees, charges, and expenses, pay the following: Document Preparation Fee \$150.00.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records

Loan No: 9064

and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

RECOVERY OF ADDITIONAL COSTS. If the imposition of or any change in any law, rule, regulation or guideline, or the interpretation or application of any thereof by any court or administrative or governmental authority (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate on any Collateral and paying all costs for insuring, maintaining and preserving the any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, or (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change ownership, dissolve or transfer or sell Collateral out of the ordinary course of business.

Agreements. Borrower will not enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan advances or to disburse Loan proceeds if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any other agreement that Borrower or any guarantor has with Lender; (B) Borrower or any guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any guarantor, or in the value of any collateral securing any Loan; or (D) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Default. Borrower fails to comply with any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay the Loans or perform Borrower's obligations under this Agreement or any related document.

False Statements. Any representation or statement made by Borrower to Lender is false in any material respect.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies, or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Insecurity. Lender in good faith believes itself insecure.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

DISCRETIONARY AUTHORITY. In addition to circumstances under which lender will have no obligation to advance funds under this note, the conditions for future advances are with the understanding that lender is not committed to advance funds up to the maximum amount of principal; lender reserves full discretion as to the amount of funds to be advanced.

CONSENT TO LOAN PARTICIPATION. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loans to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy it may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests.

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

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

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

Borrower. The word "Borrower" means Milo P. Vacanti and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or

any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means First Westroads Bank, Inc., its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note executed by Milo P. Vacanti in the principal amount of \$245,150.00 dated March 12, 2008, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

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

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.


BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED MARCH 12, 2008.

BORROWER:


Milo P. Vacanti

LENDER:

FIRST WESTROADS BANK, INC.

By: 
Authorized Signer

ASSIGNMENT OF DEPOSIT ACCOUNT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$245,150.00	03-12-2008	02-27-2009	9064	405	113188	SROBI	[Signature]
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Milo P. Vacanti
11205 John Galt Blvd
Omaha, NE 68137

Lender: First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

Grantor: Milo P. Vacanti
Barbara M. Vacanti
11205 John Galt Blvd
Omaha, NE 68137

THIS ASSIGNMENT OF DEPOSIT ACCOUNT dated March 12, 2008, is made and executed among Milo P. Vacanti and Barbara M. Vacanti ("Grantor"); Milo P. Vacanti ("Borrower"); and First Westroads Bank, Inc. ("Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and grants to Lender a security interest in the Collateral, including without limitation the deposit accounts described below, to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" means the following described deposit account ("Account"):

CD Account Number 30219 with Lender with an approximate balance of \$245,911.63

together with (A) all interest, whether now accrued or hereafter accruing; (B) all additional deposits hereafter made to the Account; (C) any and all proceeds from the Account; and (D) all renewals, replacements and substitutions for any of the foregoing.

In addition, the word "Collateral" includes all of Grantor's property (however owned if owned by more than one person or entity), in Lender's possession (or in the possession of a third party subject to Lender's control), whether existing now or later and whether tangible or intangible in character, including without limitation each and all of the following:

- (A) All property to which Lender acquires title or documents of title.
- (B) All property assigned to Lender.
- (C) All promissory notes, bills of exchange, stock certificates, bonds, savings passbooks, time certificates of deposit, insurance policies, and all other instruments and evidences of an obligation.
- (D) All records relating to any of the property described in this Collateral section, whether in the form of writing, microfilm, microfiche, or electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (A) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (B) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (C) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) this Agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (D) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or non-payment to Borrower or Grantor, or any other party to the Indebtedness or the Collateral. Lender may do any of the following with respect to any obligation of any Borrower, without first obtaining the consent of Grantor: (A) grant any extension of time for any payment, (B) grant any renewal, (C) permit any modification of payment terms or other terms, or (D) exchange or release any Collateral or other security. No such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Ownership. Grantor is the lawful owner of the Collateral free and clear of all loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Grant Security Interest. Grantor has the full right, power, and authority to enter into this Agreement and to assign the Collateral to Lender.

No Prior Assignment. Grantor has not previously granted a security interest in the Collateral to any other creditor.

No Further Transfer. Grantor shall not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly do everything required of Grantor under the terms, conditions, promises, and agreements contained in or relating to the Collateral.

Proceeds. Any and all replacement or renewal certificates, instruments, or other benefits or proceeds related to the Collateral that are received by Grantor shall be held by Grantor in trust for Lender and immediately shall be delivered by Grantor to Lender to be held as part of the Collateral.

Validity; Binding Effect. This Agreement is binding upon Grantor and Grantor's successors and assigns and is legally enforceable in accordance with its terms.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. While this Agreement is in effect, Lender may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. This Agreement will remain in effect until (a) there no longer is any Indebtedness owing to Lender; (b) all other obligations secured by this Agreement have been fulfilled; and (c) Grantor, in writing, has requested from Lender a release of this Agreement.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date

incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of any certificate or passbook for the Collateral but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility (A) for the collection or protection of any income on the Collateral; (B) for the preservation of rights against issuers of the Collateral or against third persons; (C) for ascertaining any maturities, conversions, exchanges, offers, tenders, or similar matters relating to the Collateral; nor (D) for informing the Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fourteen (14) days; or (2) if the cure requires more than fourteen (14) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, or at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any rights or remedies that may be available at law, in equity, or otherwise:

Accelerate Indebtedness. Lender may declare all Indebtedness of Borrower to Lender immediately due and payable, without notice of any kind to Borrower or Grantor.

Application of Account Proceeds. Lender may take directly all funds in the Account and apply them to the Indebtedness. If the Account is subject to an early withdrawal penalty, that penalty shall be deducted from the Account before its application to the Indebtedness, whether the Account is with Lender or some other institution. Any excess funds remaining after application of the Account proceeds to the Indebtedness will be paid to Borrower or Grantor as the interests of Borrower or Grantor may appear. Borrower agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Account to the Indebtedness. Lender also shall have all the rights of a secured party under the Nebraska Uniform Commercial Code, even if the Account is not otherwise subject to such Code concerning security interests, and the parties to this Agreement agree that the provisions of the Code giving rights to a secured party shall nonetheless be a part of this Agreement.

Transfer Title. Lender may effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Lender shall have and may exercise any or all of the rights and remedies of a secured creditor under the provisions of the Nebraska Uniform Commercial Code, at law, in equity, or otherwise.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Nebraska.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

Joint and Several Liability. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (2) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (3) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

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

Account. The word "Account" means the deposit account described in the "Collateral Description" section.

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

Borrower. The word "Borrower" means Milo P. Vacanti and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means Milo P. Vacanti and Barbara M. Vacanti.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means First Westroads Bank, Inc., its successors and assigns.

Note. The word "Note" means the Note executed by Milo P. Vacanti in the principal amount of \$245,150.00 dated March 12, 2008, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

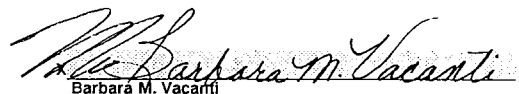
Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

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

BORROWER AND GRANTOR HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEPOSIT ACCOUNT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED MARCH 12, 2008.

GRANTOR:


Milo P. Vacanti

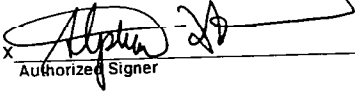

Barbara M. Vacanti

BORROWER:


Milo P. Vacanti

LENDER:

FIRST WESTROADS BANK, INC.


Authorized Signer

ASSIGNMENT OF DEPOSIT ACCOUNT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$245,150.00	03-12-2008	02-27-2009	9064	406	113188	SROBI	/
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Milo P. Vacanti
11205 John Galt Blvd
Omaha, NE 68137

Lender: First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

Grantor: Milo P. Vacanti
Barbara M. Vacanti
11205 John Galt Blvd
Omaha, NE 68137

THIS ASSIGNMENT OF DEPOSIT ACCOUNT dated March 12, 2008, is made and executed among Milo P. Vacanti and Barbara M. Vacanti ("Grantor"); Milo P. Vacanti ("Borrower"); and First Westroads Bank, Inc. ("Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and grants to Lender a security interest in the Collateral, including without limitation the deposit accounts described below, to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" means the following described deposit account ("Account"):

CD Account Number 30219 with Lender with an approximate balance of \$245,911.63

together with (A) all interest, whether now accrued or hereafter accruing; (B) all additional deposits hereafter made to the Account; (C) any and all proceeds from the Account; and (D) all renewals, replacements and substitutions for any of the foregoing.

In addition, the word "Collateral" includes all of Grantor's property (however owned if owned by more than one person or entity), in Lender's possession (or in the possession of a third party subject to Lender's control), whether existing now or later and whether tangible or intangible in character, including without limitation each and all of the following:

- (A) All property to which Lender acquires title or documents of title.
- (B) All property assigned to Lender.
- (C) All promissory notes, bills of exchange, stock certificates, bonds, savings passbooks, time certificates of deposit, insurance policies, and all other instruments and evidences of an obligation.
- (D) All records relating to any of the property described in this Collateral section, whether in the form of writing, microfilm, microfiche, or electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (A) Borrower agrees that Lender need not toll Borrower about any action or inaction Lender takes in connection with this Agreement; (B) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (C) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) this Agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (D) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or non-payment to Borrower or Grantor, or any other party to the Indebtedness or the Collateral. Lender may do any of the following with respect to any obligation of any Borrower, without first obtaining the consent of Grantor: (A) grant any extension of time for any payment, (B) grant any renewal, (C) permit any modification of payment terms or other terms, or (D) exchange or release any Collateral or other security. No such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Ownership. Grantor is the lawful owner of the Collateral free and clear of all loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Grant Security Interest. Grantor has the full right, power, and authority to enter into this Agreement and to assign the Collateral to Lender.

No Prior Assignment. Grantor has not previously granted a security interest in the Collateral to any other creditor.

No Further Transfer. Grantor shall not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly do everything required of Grantor under the terms, conditions, promises, and agreements contained in or relating to the Collateral.

Proceeds. Any and all replacement or renewal certificates, instruments, or other benefits or proceeds related to the Collateral that are received by Grantor shall be held by Grantor in trust for Lender and immediately shall be delivered by Grantor to Lender to be held as part of the Collateral.

Validity; Binding Effect. This Agreement is binding upon Grantor and Grantor's successors and assigns and is legally enforceable in accordance with its terms.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. While this Agreement is in effect, Lender may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. This Agreement will remain in effect until (a) there no longer is any indebtedness owing to Lender; (b) all other obligations secured by this Agreement have been fulfilled; and (c) Grantor, in writing, has requested from Lender a release of this Agreement.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date

incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of any certificate or passbook for the Collateral but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility (A) for the collection or protection of any income on the Collateral; (B) for the preservation of rights against issuers of the Collateral or against third persons; (C) for ascertaining any maturities, conversions, exchanges, offers, lenders, or similar matters relating to the Collateral; nor (D) for informing the Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Indebtedness or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fourteen (14) days; or (2) if the cure requires more than fourteen (14) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, or at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any rights or remedies that may be available at law, in equity, or otherwise:

Accelerate Indebtedness. Lender may declare all Indebtedness of Borrower to Lender immediately due and payable, without notice of any kind to Borrower or Grantor.

Application of Account Proceeds. Lender may take directly all funds in the Account and apply them to the Indebtedness. If the Account is subject to an early withdrawal penalty, that penalty shall be deducted from the Account before its application to the Indebtedness, whether the Account is with Lender or some other institution. Any excess funds remaining after application of the Account proceeds to the Indebtedness will be paid to Borrower or Grantor as the interests of Borrower or Grantor may appear. Borrower agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Account to the Indebtedness. Lender also shall have all the rights of a secured party under the Nebraska Uniform Commercial Code, even if the Account is not otherwise subject to such Code concerning security interests, and the parties to this Agreement agree that the provisions of the Code giving rights to a secured party shall nonetheless be a part of this Agreement.

Transfer Title. Lender may effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Lender shall have and may exercise any or all of the rights and remedies of a secured creditor under the provisions of the Nebraska Uniform Commercial Code, at law, in equity, or otherwise.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Nebraska.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

Joint and Several Liability. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (2) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (3) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

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

Account. The word "Account" means the deposit account described in the "Collateral Description" section.

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

Borrower. The word "Borrower" means Milo P. Vacanti and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means Milo P. Vacanti and Barbara M. Vacanti.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means First Westroads Bank, Inc., its successors and assigns.

Note. The word "Note" means the Note executed by Milo P. Vacanti in the principal amount of \$245,150.00 dated March 12, 2008, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

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

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

BORROWER AND GRANTOR HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEPOSIT ACCOUNT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED MARCH 12, 2008.

GRANTOR:


Milo P. Vacanti

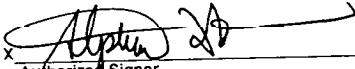

Barbara M. Vacanti

BORROWER:


Milo P. Vacanti

LENDER:

FIRST WESTROADS BANK, INC.


Authorized Signer

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$151,132.00	03-13-2012	03-13-2013	9062	2024	113188	SROBI	K
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: Milo P. Vacanti
Charles J. Vacanti, Sr.
11205 John Galt Blvd
Omaha, NE 68137

Lender: First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

Principal Amount: \$151,132.00

Date of Note: March 13, 2012

PROMISE TO PAY. Milo P. Vacanti; and Charles J. Vacanti, Sr. ("Borrower") jointly and severally promise to pay to First Westroads Bank, Inc. ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Fifty-one Thousand One Hundred Thirty-two & 00/100 Dollars (\$151,132.00), together with interest on the unpaid principal balance from March 13, 2012, until paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in or principal payment of \$151,132.00 plus interest on March 13, 2013. This payment due on March 13, 2013, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular quarterly payments of all accrued unpaid interest due as of each payment date beginning June 13, 2012, with all subsequent interest payments to be due on the same day of each quarter after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to an accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the First Westroads Bank Base Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans and is set by Lender in its sole discretion. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 4.570% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.500% per annum based on a year of 360 days. NOTICE Under no circumstances will the interest rate on this Note be less than 5.500% per annum or more than (except for any higher default rate shown below) the lesser of 7.500% per annum or the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Westroads Bank, Inc.; 15750 West Dodge Road; Omaha, NE 68118.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 8.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fourteen (14) days; or (2) if the cure requires more than fourteen (14) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Nebraska.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether

PROMISSORY NOTE
(Continued)

Loan No: 9062

checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by Mortgage dated March 13, 2008, in addition to other collateral that may secure this indebtedness, all the terms and conditions of which are hereby incorporated and made a part of this Note.

CREDIT INVESTIGATION. Lender is authorized to verify and make any investigation of my/our credit and employment history with other parties, either directly or through any agency employed by Lender for that purpose. This authorization will be applicable when Lender is administering, extending, renewing or modifying my/our notes or credit agreements. Lender may disclose to any authorized parties information regarding Lender's experiences or transactions with my/our account.

CREDITING OF PAYMENTS. All loan payments must be made in U.S. dollars and accompanied by the account number or payment coupon provided. Loan payments may be mailed to First Westroads Bank, P.O. Box 241259, Omaha, Nebraska 68124-9929, or made in person to First Westroads Bank personnel at one of our bank locations, or paid electronically to First Westroads Bank. Payments must be received by 6:00 PM Central time Monday through Friday, excluding Federal holidays, to be credited as of that business day. All other payments received will be credited as of the next business day or as otherwise permitted by law.

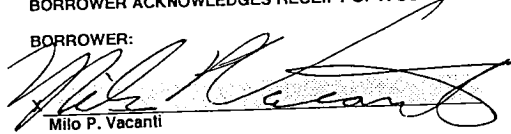
SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

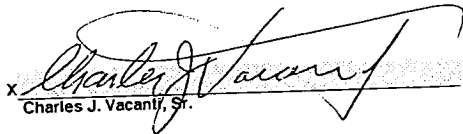
GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:


Milo P. Vacanti


Charles J. Vacanti, Sr.

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$151,132.00	03-13-2012	03-13-2013	9062	2024	113188	SROBI	/
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Milo P. Vacanti
Charles J. Vacanti, Sr.
11205 John Galt Blvd
Omaha, NE 68137

Lender: First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

THIS BUSINESS LOAN AGREEMENT dated March 13, 2012, is made and executed between Milo P. Vacanti; and Charles J. Vacanti, Sr. ("Borrower") and First Westroads Bank, Inc. ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of March 13, 2012, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

ADVANCE AUTHORITY. The following person or persons are authorized to request advances and authorize payments under the loan until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of such authority: Milo P. Vacanti, Individually; Charles J. Vacanti, Sr., Individually and Milo P. Vacanti, Jr.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Business Activities. Milo P. Vacanti maintains an office at 11205 John Galt Blvd, Omaha, NE 68137. Unless Milo P. Vacanti has designated otherwise in writing, the principal office is the office at which Milo P. Vacanti keeps its books and records including its records concerning the Collateral. Milo P. Vacanti will notify Lender prior to any change in the location of Milo P. Vacanti's principal office address or any change in Milo P. Vacanti's name. Milo P. Vacanti shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Milo P. Vacanti and Milo P. Vacanti's business activities.

Charles J. Vacanti, Sr. maintains an office at 11205 John Galt Blvd, Omaha, NE 68137. Unless Charles J. Vacanti, Sr. has designated otherwise in writing, the principal office is the office at which Charles J. Vacanti, Sr. keeps its books and records including its records concerning the Collateral. Charles J. Vacanti, Sr. will notify Lender prior to any change in the location of Charles J. Vacanti, Sr.'s principal office address or any change in Charles J. Vacanti, Sr.'s name. Charles J. Vacanti, Sr. shall do all things necessary to comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Charles J. Vacanti, Sr. and Charles J. Vacanti, Sr.'s business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all liens and security interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with accounting principles acceptable to Lender, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, prepared by Borrower in form satisfactory to Lender.

Tax Returns. As soon as available after the applicable filing date for the tax reporting period ended, Federal and other governmental tax returns, prepared by a tax professional satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Loan Fees, Charges and Expenses. In addition to all other agreed upon fees, charges, and expenses, pay the following: **Loan Administration Fee \$231.00.**

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

RECOVERY OF ADDITIONAL COSTS. If the imposition of or any change in any law, rule, regulation or guideline, or the interpretation or application of any thereof by any court or administrative or governmental authority (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or the Related Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either: (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, or (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change ownership, dissolve or transfer or sell Collateral out of the ordinary course of business.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan advances or to disburse Loan proceeds if: (A) Borrower or any guarantor is in default under the terms of this Agreement or any other agreement that Borrower or any guarantor has with Lender; (B) Borrower or any guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any guarantor, or in the value of any collateral securing any Loan; or (D) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Default. Borrower fails to comply with any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay the Loans or perform Borrower's obligations under this Agreement or any related document.

False Statements. Any representation or statement made by Borrower to Lender is false in any material respect.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

CONSENT TO LOAN PARTICIPATION. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loans to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy it may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests.

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

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

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

Borrower. The word "Borrower" means Milo P. Vacanti; and Charles J. Vacanti, Sr. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 9062

Page :

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means First Westroads Bank, Inc., its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note executed by Milo P. Vacanti; and Charles J. Vacanti, Sr. in the principal amount of \$151,132.00 dated March 13, 2012, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

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

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED MARCH 13, 2012.

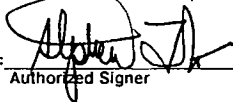
BORROWER:


Milo P. Vacanti

x 
Charles J. Vacanti, Sr.

LENDER:

FIRST WESTROADS BANK, INC.

By: 
Authorized Signer

COMPARED

Pottawattamie County, IA 2008-004427
Recorder John Sciortino
Book-Page: 2008-004427
File Time: 03/28/2008 11:03:58 AM
Rec-\$55.00 Aud-\$0.00 RMA-\$1.00 ECM-\$1.00
Current Transfer Tax Paid: \$0.00

R Fee 65⁰⁰
A Fee _____
T Tax _____

FOR RECORDER'S USE ONLY

Prepared By: Shari Pate, Loan Administrative Assistant, First Westroads Bank, Inc., 15750 West Dodge Road, Omaha, NE 68118, (402) 330-7200

RECORDATION REQUESTED BY:
First Westroads Bank, Inc.; 15750 West Dodge Road; Omaha, NE 68118

★ WHEN RECORDED MAIL TO:
First Westroads Bank, Inc.; 15750 West Dodge Road; Omaha, NE 68118

MORTGAGE

NOTICE: This Mortgage secures credit in the amount of \$150,309.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Mortgage. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Mortgage. The property address can be found on page 1 of this Mortgage. The legal description can be found on page 1 of this Mortgage.

THIS MORTGAGE dated March 13, 2008 is made and executed between Milo P. Vacanti; Barbara M. Vacanti, Husband and Wife; Charles J. Vacanti, Sr., a/k/a Charles J. Vacanti and Arlinda S. Vacanti, Husband and Wife, whose address is 11205 John Galt Blvd, Omaha, NE 68137 (referred to below as "Grantor") and First Westroads Bank, Inc., whose address is 15750 West Dodge Road, Omaha, NE 68118 (referred to below as "Lender").

grants to Lender a security interest in all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; rents and profits; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Pottawattamie County, State of Iowa:

See EXHIBIT "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 35th and Nebraska Ave, Co. Bluffs, IA. The Real Property tax identification number is 000 035 35 000582 011 000.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents. The lien on the rents

7-08109149

granted in this Mortgage shall be effective from the date of the Mortgage and not just in the event of default.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions: None of the collateral for the Indebtedness constitutes, and none of the funds represented by the Indebtedness will be used to purchase: (1) Agricultural products or property used for an agricultural purpose as defined in Iowa Code Section 535.13; (2) Agricultural land as defined in Iowa Code Section 9H1 (2) or 175.2 (1); or (3) Property used for an agricultural purpose as defined in Iowa Code Section 570.A.1 (2). Grantor represents and warrants that: (1) There are not now and will not be any wells situated on the Property; (2) There are not now and will not be any solid waste disposal sites on the Property; (3) There are not now and there will not be any hazardous wastes on the Property; (4) There are not now and there will not be any underground storage tanks on the Property.

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not

the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE – CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Iowa law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services,

or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender, and (c) the liens granted hereby are not the type of lien referred to in Chapter 575 of the Iowa Code Supplement, as now enacted or hereafter modified, amended or replaced. Grantor, for itself and all persons claiming by, through or under Grantor, agrees that it claims no lien or right to a lien of the type contemplated by Chapter 575 or any other chapter of the Code of Iowa and further waives all notices and rights pursuant to said law with

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respect to the liens hereby granted, and represents and warrants that it is the sole party entitled to do so and agrees to indemnify, defend, and hold harmless Lender from any loss, damage, and costs, including reasonable attorneys' fees, threatened or suffered by Lender arising either directly or indirectly as a result of any claim of the applicability of said law to the liens hereby granted.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in

perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose, the name and address of the debtor is the name and address of Grantor as set forth on the first page of this Mortgage and the name and address of the secured party is the name and address of Lender as set forth on the first page of this Mortgage.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Mortgage or any related document.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the

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appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fourteen (14) days; or (2) if the cure requires more than fourteen (14) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay without notice, except as may be expressly required by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Foreclosure. Lender may exercise the right to non-judicial foreclosure pursuant to Iowa Code Section 654.18 and Chapter 655A as now enacted or hereafter modified, amended or replaced.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender. This paragraph is subject to any rights of Grantor, under Iowa law, to remain in possession of the Property during a redemption period.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Shortened Redemption. Grantor hereby agrees that, in the event of foreclosure of this Mortgage, Lender may, at Lender's sole option, elect to reduce the period of redemption pursuant to Iowa Code Sections 628.26, 628.27, or 628.28, or any other Iowa Code Section, to such time as may be then applicable and provided by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Iowa. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Nebraska.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Release of Rights of Dower, Homestead and Distributive Share. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to any of the Property. If a Grantor is not an owner of the Property, that

Grantor executes this Mortgage for the sole purpose of relinquishing and waiving such rights.

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

Borrower. The word "Borrower" means Milo P. Vacanti; and Charles J. Vacanti, Sr. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

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

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Milo P. Vacanti; Barbara M. Vacanti; Charles J. Vacanti, Sr.; and Arlinda S. Vacanti.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

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

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest and late fees, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means First Westroads Bank, Inc., its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated March 13, 2008, in the original principal amount of \$150,309.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is March 13, 2009. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

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

**MORTGAGE
(Continued)**

Loan No: 9062

Page 11

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

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Milo P. Vacanti
Milo P. Vacanti

x Barbara M. Vacanti
Barbara M. Vacanti

x Charles J. Vacanti, Sr.
Charles J. Vacanti, Sr.

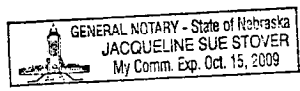
x Arlinda S. Vacanti
Arlinda S. Vacanti

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 13th day of March, A.D., 20 08, before me, a Notary Public in and for said County and State, personally appeared Milo P. Vacanti, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.

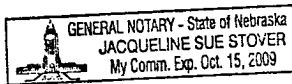
Jacqueline Sue Stover
Notary Public in the State of
Nebraska



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 13th day of March, A.D., 20 08, before me, a Notary Public in and for said County and State, personally appeared **Barbara M. Vacanti**, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.



Jacqueline Sue Stover
Notary Public in the State of
Nebraska

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 13th day of March, A.D., 20 08, before me, a Notary Public in and for said County and State, personally appeared **Charles J. Vacanti, Sr.**, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.

Jacqueline Sue Stover
Notary Public in the State of
Nebraska

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 13th day of March, A.D., 20 08, before me, a Notary Public in and for said County and State, personally appeared **Arlinda S. Vacanti**, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he or she executed the same as his or her voluntary act and deed.

Jacqueline Sue Stover
Notary Public in the State of
Nebraska

EXHIBIT "A"

A part of the Northwest 1/4 of the Northwest 1/4 of Section 3, and a part of the Northeast 1/4 of the Northeast 1/4 of Section 4 (Government Lot 2) all in Township 74, Range 44, Pottawattamie County, Iowa, in the City of Council Bluffs which is more particularly described as follows: Commencing at the Northwest corner of said Section 3; thence South 433.15 feet; thence East 174.65 feet to the point of beginning; thence $S00^{\circ}02'30''W$, 400.00 feet; thence along the Northerly right-of-way of a Union Pacific Railroad spur line on the following courses; $N89^{\circ}37'W$, 378.38 feet; thence along a 469.28 foot radius curve to the left 304.52 feet; $S53^{\circ}12'15''W$, 34.25 feet; thence along the Easterly and Southerly right of way of 35th Street Diagonal and Nebraska Avenue on the following courses; $N29^{\circ}21'30''W$, 30.25 feet; $N08^{\circ}12'20''E$, 21.23 feet; $N31^{\circ}46'55''E$, 41.07 feet; $N53^{\circ}12'25''E$, 631.49 feet; thence continuing along said right of way Easterly along a 256.48 foot radius curve to the right, 166.43 feet; $S89^{\circ}37'E$, 19.40 feet to the point of beginning.

COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
				2021	113188	CMURP	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: V & R Joint Venture, A Nebraska General Partnership
11205 John Galt Blvd.
Omaha, NE 68137

Lender: First Westroads Bank, Inc.
10855 West Dodge Road
Omaha, NE 68154

Guarantor: Milo P. Vacanti
2202 So. 189th Circle
Omaha, NE 68130

AMOUNT OF GUARANTY. The amount of this Guaranty is Unlimited.

CONTINUING UNLIMITED GUARANTY. For good and valuable consideration, Milo P. Vacanti ("Guarantor") absolutely and unconditionally guarantees and promises to pay to First Westroads Bank, Inc. ("Lender") or its order, on demand, in legal tender of the United States of America, the Indebtedness (as that term is defined below) of V & R Joint Venture, A Nebraska General Partnership ("Borrower") to Lender on the terms and conditions set forth in this Guaranty. Under this Guaranty, the liability of Guarantor is unlimited and the obligations of Guarantor are continuing.

INDEBTEDNESS GUARANTEED. The Indebtedness guaranteed by this Guaranty includes any and all of Borrower's indebtedness to Lender and is used in the most comprehensive sense and means and includes any and all of Borrower's liabilities, obligations and debts to Lender, now existing or hereinafter incurred or created, including, without limitation, all loans, advances, interest, costs, debts, overdraft indebtedness, credit card indebtedness, lease obligations, other obligations, and liabilities of Borrower, or any of them, and any present or future judgments against Borrower, or any of them; and whether any such Indebtedness is voluntarily or involuntarily incurred, due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined; whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as guarantor or surety; whether recovery on the Indebtedness may be or may become barred or unenforceable against Borrower for any reason whatsoever; and whether the Indebtedness arises from transactions which may be voidable on account of infancy, insanity, ultra vires, or otherwise.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to advances or new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. This Guaranty will continue to bind Guarantor for all Indebtedness incurred by Borrower or committed by Lender prior to receipt of Guarantor's written notice of revocation, including any extensions, renewals, substitutions or modifications of the Indebtedness. All renewals, extensions, substitutions, and modifications of the Indebtedness granted after Guarantor's revocation, are contemplated under this Guaranty and, specifically will not be considered to be new Indebtedness. This Guaranty shall bind Guarantor's estate as to Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guarantor or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of Indebtedness, even to zero dollars (\$0.00), prior to Guarantor's written revocation of this Guaranty shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the guaranteed Indebtedness remains unpaid and even though the Indebtedness guaranteed may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness of Borrower to Lender, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness of Borrower to Lender. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in legal bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by, construed and enforced in accordance with federal law and the laws of the State of Nebraska. This Guaranty has been accepted by Lender in the State of Nebraska.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

CREDIT INVESTIGATION. Lender is authorized to verify and make any investigation of my/our credit and employment history with other parties, either directly or through any agency employed by Lender for that purpose. This authorization will be applicable when Lender is administering, extending, renewing or modifying my/our notes or credit agreements. Lender may disclose to any authorized parties information regarding Lender's experiences or transactions with my/our account.

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

Borrower. The word "Borrower" means V & R Joint Venture, A Nebraska General Partnership and includes all co-signers and co-makers signing the Note.

Guarantor. The word "Guarantor" means each and every person or entity signing this Guaranty, including without limitation Milo P. Vacanti.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means First Westroads Bank, Inc., its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental

agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED DECEMBER 1, 2004.

GUARANTOR:

Milo P. Vacanti
Milo P. Vacanti

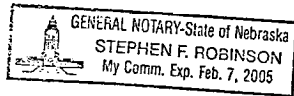
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this day before me, the undersigned Notary Public, personally appeared Milo P. Vacanti, to me known to be the individual described in and who executed the Commercial Guaranty, and acknowledged that he or she signed the Guaranty as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 01 day of December, 2004.

By *Stephen F. Robinson*
Notary Public in and for the State of _____
Residing at _____
My commission expires _____



COMMERCIAL GUARANTY

Principal	Loan Date	Maturity	Loan No	Call / Coll 2023	Account	Officer SROBI	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: V & R Joint Venture, a Nebraska General Partnership
11205 John Galt Blvd.
Omaha, NE 68137

Lender: First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

Guarantor: Milo P. Vacanti
2202 So. 189th Circle
Omaha, NE 68130

CONTINUING GUARANTEE OF PAYMENT AND PERFORMANCE. For good and valuable consideration, Guarantor absolutely and unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of Borrower to Lender, and the performance and discharge of all Borrower's obligations under the Note and the Related Documents. This is a guaranty of payment and performance and not of collection, so Lender can enforce this Guaranty against Guarantor even when Lender has not exhausted Lender's remedies against anyone else obligated to pay the Indebtedness or against any collateral securing the Indebtedness, this Guaranty or any other guaranty of the Indebtedness. Guarantor will make any payments to Lender or its order, on demand, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim, and will otherwise perform Borrower's obligations under the Note and Related Documents. Under this Guaranty, Guarantor's liability is unlimited and Guarantor's obligations are continuing.

INDEBTEDNESS. The word "Indebtedness" as used in this Guaranty means all of the principal amount outstanding from time to time and at any one or more times, accrued unpaid interest thereon and all collection costs and legal expenses related thereto permitted by law, attorneys' fees, arising from any and all debts, liabilities and obligations of every nature or form, now existing or hereafter arising or acquired, that Borrower individually or collectively or interchangeably with others, owes or will owe Lender. "Indebtedness" includes, without limitation, loans, advances, debts, overdraft indebtedness, credit card indebtedness, lease obligations, liabilities and obligations under any interest rate protection agreements or foreign currency exchange agreements or commodity price protection agreements, other obligations, and liabilities of Borrower, and any present or future judgments against Borrower, future advances, loans or transactions that renew, extend, modify, refinance, consolidate or substitute these debts, liabilities and obligations whether: voluntarily or involuntarily incurred; due or to become due by their terms or acceleration; absolute or contingent; liquidated or unliquidated; determined or undetermined; direct or indirect; primary or secondary in nature or arising from a guaranty or surety; secured or unsecured; joint or several or joint and several; evidenced by a negotiable or non-negotiable instrument or writing; originated by Lender or another or others; barred or unenforceable against Borrower for any reason whatsoever; for any transactions that may be voidable for any reason (such as insanity, insanity, ultra vires or otherwise); and originated then reduced or extinguished and then afterwards increased or reinstated.

If Lender presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, Lender's rights under all guaranties shall be cumulative. This Guaranty shall not (unless specifically provided below to the contrary) affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

CONTINUING GUARANTY. THIS IS A "CONTINUING GUARANTY" UNDER WHICH GUARANTOR AGREES TO GUARANTEE THE FULL AND PUNCTUAL PAYMENT, PERFORMANCE AND SATISFACTION OF THE INDEBTEDNESS OF BORROWER TO LENDER, NOW EXISTING OR HEREAFTER ARISING OR ACQUIRED, ON AN OPEN AND CONTINUING BASIS. ACCORDINGLY, ANY PAYMENTS MADE ON THE INDEBTEDNESS WILL NOT DISCHARGE OR DIMINISH GUARANTOR'S OBLIGATIONS AND LIABILITY UNDER THIS GUARANTY FOR ANY REMAINING AND SUCCEEDING INDEBTEDNESS EVEN WHEN ALL OR PART OF THE OUTSTANDING INDEBTEDNESS MAY BE A ZERO BALANCE FROM TIME TO TIME.

DURATION OF GUARANTY. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Indebtedness incurred or contracted before receipt by Lender of any notice of revocation shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. If Guarantor elects to revoke this Guaranty, Guarantor may only do so in writing. Guarantor's written notice of revocation must be mailed to Lender, by certified mail, at Lender's address listed above or such other place as Lender may designate in writing. Written revocation of this Guaranty will apply only to new Indebtedness created after actual receipt by Lender of Guarantor's written revocation. For this purpose and without limitation, the term "new Indebtedness" does not include the Indebtedness which at the time of notice of revocation is contingent, unliquidated, undetermined or not due and which later becomes absolute, liquidated, determined or due. For this purpose and without limitation, "new Indebtedness" does not include all or part of the Indebtedness that is: incurred by Borrower prior to revocation; incurred under a commitment that became binding before revocation; any renewals, extensions, substitutions, and modifications of the Indebtedness. This Guaranty shall bind Guarantor's estate as to the Indebtedness created both before and after Guarantor's death or incapacity, regardless of Lender's actual notice of Guarantor's death. Subject to the foregoing, Guarantor's executor or administrator or other legal representative may terminate this Guaranty in the same manner in which Guarantor might have terminated it and with the same effect. Release of any other guaranty or termination of any other guaranty of the Indebtedness shall not affect the liability of Guarantor under this Guaranty. A revocation Lender receives from any one or more Guarantors shall not affect the liability of any remaining Guarantors under this Guaranty. It is anticipated that fluctuations may occur in the aggregate amount of the Indebtedness covered by this Guaranty, and Guarantor specifically acknowledges and agrees that reductions in the amount of the Indebtedness, even to zero dollars (\$0.00), shall not constitute a termination of this Guaranty. This Guaranty is binding upon Guarantor and Guarantor's heirs, successors and assigns so long as any of the Indebtedness remains unpaid and even though the Indebtedness may from time to time be zero dollars (\$0.00).

GUARANTOR'S AUTHORIZATION TO LENDER. Guarantor authorizes Lender, either before or after any revocation hereof, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) prior to revocation as set forth above, to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the Indebtedness or any part of the Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the Indebtedness; (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the Indebtedness; and (H) to assign or transfer this Guaranty in whole or in part.

GUARANTOR'S REPRESENTATIONS AND WARRANTIES. Guarantor represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) this Guaranty is executed at Borrower's request and not at the request of Lender; (C) Guarantor has full power, right and authority to enter into this Guaranty; (D) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (E) Guarantor has not and will not, without the prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer, or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein; (F) upon Lender's request, Guarantor will provide to Lender financial and credit information in form acceptable to Lender, and all such financial information which currently has been, and all future financial information which will be provided to Lender is and will be true and correct in all material respects and fairly present Guarantor's financial condition as of the dates the financial information is provided; (G) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to Lender and no event has occurred which may materially adversely affect Guarantor's financial condition; (H) no litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Guarantor is pending or threatened; (I) Lender has made no representation to Guarantor as to the creditworthiness of Borrower; and (J) Guarantor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Guarantor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Guarantor's risks under this Guaranty, and Guarantor further agrees that, absent a request for information, Lender shall have no obligation to disclose to Guarantor any information or documents acquired by Lender in the course of its relationship with Borrower.

GUARANTOR'S WAIVERS. Except as prohibited by applicable law, Guarantor waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Indebtedness or in connection with the creation of new or additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any other guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral including, but not limited to, any rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Guarantor, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Guarantor's subrogation rights or Guarantor's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason of any law limiting, or qualifying, or discharging the Indebtedness; (C) any disability or other defense of Borrower, of any other guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the Indebtedness; (D) any right to claim discharge of the Indebtedness on the basis of unjustified impairment of any collateral for the Indebtedness; (E) any statute of limitations, if at any time any action or suit brought by Lender against Guarantor is commenced, there is outstanding Indebtedness which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the Indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Indebtedness shall be considered unpaid for the purpose of the enforcement of this Guaranty.

Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Guarantor, or both.

GUARANTOR'S UNDERSTANDING WITH RESPECT TO WAIVERS. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Guarantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Guarantor holds jointly with someone else and all accounts Guarantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Guarantor authorizes Lender, to the extent permitted by applicable law, to hold these funds if there is a default, and Lender may apply the funds in these accounts to pay what Guarantor owes under the terms of this Guaranty.

SUBORDINATION OF BORROWER'S DEBTS TO GUARANTOR. Guarantor agrees that the Indebtedness, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Indebtedness. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender. Guarantor agrees, and Lender is hereby authorized, in the name of Guarantor, from time to time to file financing statements and continuation statements and to execute documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Guaranty.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Guaranty:

Amendments. This Guaranty, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Guaranty. No alteration or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Guarantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Guaranty. Lender may hire or pay someone else to help enforce this Guaranty, and Guarantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Guarantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Guaranty are for convenience purposes only and are not to be used to interpret or define the provisions of this Guaranty.

Governing Law. This Guaranty will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions.

Choice of Venue. If there is a lawsuit, Guarantor agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

Integration. Guarantor further agrees that Guarantor has read and fully understands the terms of this Guaranty; Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty; the Guaranty fully reflects Guarantor's intentions and parol evidence is not required to interpret the terms of this Guaranty. Guarantor hereby indemnifies and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Guarantor of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower or Guarantor, then all words used in this Guaranty in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Guaranty or when this Guaranty is executed by more than one Guarantor, the words "Borrower" and "Guarantor" respectively shall mean all and any one or more of them. The words "Guarantor," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, that fact by itself will not mean that the rest of this Guaranty will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Guaranty even if a provision of this Guaranty may be found to be invalid or unenforceable. If any one or more of Borrower or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for Lender to inquire into the powers of Borrower or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

Notices. Any notice required to be given under this Guaranty shall be given in writing, and, except for revocation notices by Guarantor, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Guaranty. All revocation notices by Guarantor shall be in writing and shall be effective upon delivery to Lender as provided in the section of this Guaranty entitled "DURATION OF GUARANTY." Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Guarantor agrees to keep Lender informed at all times of Guarantor's current address. Unless otherwise provided or required by law, if there is more than one Guarantor, any notice given by Lender to any Guarantor is deemed to be notice given to all Guarantors.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Guaranty shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by Lender, nor any course of dealing between Lender and Guarantor, shall constitute a waiver of any of Lender's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Guaranty, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Guaranty on transfer of Guarantor's interest, this Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Credit Investigation. Lender is authorized to verify and make any investigation of my/our credit and employment history with other parties, either directly or through any agency employed by Lender for that purpose. This authorization will be applicable when Lender is administering, extending, renewing or modifying my/our notes or credit agreements. Lender may disclose to any authorized parties information regarding Lender's experiences or transactions with my/our account.

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

Borrower. The word "Borrower" means V & R Joint Venture, a Nebraska General Partnership and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Guarantor. The word "Guarantor" means everyone signing this Guaranty, including without limitation Milo P. Vacanti, and in each case, any signer's successors and assigns.

Guaranty. The word "Guaranty" means this guaranty from Guarantor to Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Guaranty.

Lender. The word "Lender" means First Westroads Bank, Inc., its successors and assigns.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements.

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

EACH UNDERSIGNED GUARANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS GUARANTY AND AGREES TO ITS TERMS. IN ADDITION, EACH GUARANTOR UNDERSTANDS THAT THIS GUARANTY IS EFFECTIVE UPON GUARANTOR'S EXECUTION AND DELIVERY OF THIS GUARANTY TO LENDER AND THAT THE GUARANTY WILL CONTINUE UNTIL TERMINATED IN THE MANNER SET FORTH IN THE SECTION TITLED "DURATION OF GUARANTY". NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS GUARANTY EFFECTIVE. THIS GUARANTY IS DATED AUGUST 10, 2009.

GUARANTOR:

X 
Milo P. Vacanti

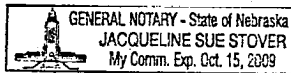
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this day before me, the undersigned Notary Public, personally appeared Milo P. Vacanti, to me known to be the individual described in and who executed the Commercial Guaranty, and acknowledged that he or she signed the Guaranty as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of August, 2009.

By Jacqueline Sue Stover
Notary Public in and for the State of Nebraska
Residing at 11205 John Malt Blvd, Omaha, NE
My commission expires 10-15-2009



PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,050,823.00	09-29-2012	09-29-2013	8399	2021	401246	SROBI	[Signature]
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*" has been omitted due to text length limitations.							

Borrower: V & R Joint Venture, A Nebraska General Partnership
11205 John Galt Blvd.
Omaha, NE 68137

Lender: First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

Principal Amount: \$1,050,823.00

Date of Note: September 29, 2012

PROMISE TO PAY. V & R Joint Venture, A Nebraska General Partnership ("Borrower") promises to pay to First Westroads Bank, Inc. ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Fifty Thousand Eight Hundred Twenty-three & 00/100 Dollars (\$1,050,823.00), together with interest on the unpaid principal balance from September 29, 2012, until paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one principal payment of \$1,050,823.00 plus interest on September 29, 2013. This payment due on September 29, 2013, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular quarterly payments of all accrued unpaid interest due as of each payment date, beginning December 29, 2012, with all subsequent interest payments to be due on the same day of each quarter after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the rate of interest quoted as the Prime Rate in the Money Rates Section of the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.000% per annum based on a year of 360 days. NOTICE: Under no circumstances will the interest rate on this Note be less than 5.000% per annum or more than (except for any higher default rate shown below) the lesser of 7.000% per annum or the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Westroads Bank, Inc.; 15750 West Dodge Road; Omaha, NE 68118.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 8.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution or termination of Borrower's existence as a going business or the death of any partner, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Events Affecting General Partner of Borrower. Any of the preceding events occurs with respect to any general partner of Borrower or any general partner dies or becomes incompetent.

Change in Ownership. The resignation or expulsion of any general partner with an ownership interest of twenty-five percent (25%) or more in Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fourteen (14) days; or (2) if the cure requires more than fourteen (14) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of

**PROMISSORY NOTE
(Continued)**

Loan No: 8399

the State of Nebraska without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Nebraska.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by Deed of Trust dated December 1, 2004, amended August 1, 2005, Assignment of Rents and Commercial Security Agreement all dated December 1, 2004, in addition to other collateral that may secure this indebtedness, all the terms and conditions of which are hereby incorporated and made a part of this Note.

CREDITING OF PAYMENTS. All loan payments must be made in U.S. dollars and accompanied by the account number or payment coupon provided. Loan payments may be mailed to First Westroads Bank, P.O. Box 241259, Omaha, Nebraska 68124-9929, or made in person to First Westroads Bank personnel at one of our bank locations, or paid electronically to First Westroads Bank. Payments must be received by 5:00 PM Central time Monday through Friday, excluding Federal holidays, to be credited as of that business day. All other payments received will be credited as of the next business day or as otherwise permitted by law.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party, partner, or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

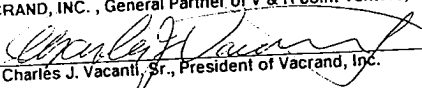
PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

V & R JOINT VENTURE, A NEBRASKA GENERAL PARTNERSHIP

VACRAND, INC. , General Partner of V & R Joint Venture, A Nebraska General Partnership

By: 
Charles J. Vacanti, Sr., President of Vacrand, Inc.

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$275,988.01	02-27-2010	02-27-2013	8857	2023	401246	SROBI	/
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: V & R Joint Venture, A Nebraska General Partnership
11205 John Galt Blvd.
Omaha, NE 68137

Lender: First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

Principal Amount: \$275,988.01

Date of Note: February 27, 2010

PROMISE TO PAY. V & R Joint Venture, A Nebraska General Partnership ("Borrower") promises to pay to First Westroads Bank, Inc. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Seventy-five Thousand Nine Hundred Eighty-eight & 01/100 Dollars (\$275,988.01), together with interest on the unpaid principal balance from February 27, 2010, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 6.750% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in 35 regular payments of \$2,292.75 each and one irregular last payment estimated at \$249,675.66. Borrower's first payment is due March 27, 2010, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on February 27, 2013, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT PENALTY. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: If, during the term of this Note, prepayment of principal is made in full or in part from the proceeds of borrowings from any other financial institution, or in contemplation of borrowings from another financial institution, a prepayment fee equal to 2.00% of the outstanding principal balance of the note shall be immediately due and payable. No prepayment fee shall be assessed upon payment in full or in part made as a result of or in consequence of a notice of default or acceleration declared at Lender's option. Lender, at its option, has the right to waive the prepayment penalty. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Westroads Bank, Inc.; 15750 West Dodge Road; Omaha, NE 68118.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 19.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution or termination of Borrower's existence as a going business or the death of any partner, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Events Affecting General Partner of Borrower. Any of the preceding events occurs with respect to any general partner of Borrower or any general partner dies or becomes incompetent.

Change in Ownership. The resignation or expulsion of any general partner with an ownership interest of twenty-five percent (25%) or more in Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fourteen (14) days; or (2) if the cure requires more than fourteen (14) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Nebraska.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower

PROMISSORY NOTE
(Continued)

Loan No: 8857

Page 2

authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by Deed of Trust, Assignment of Rents and Commercial Security Agreement all dated February 27, 2007, in addition to other collateral that may secure this indebtedness, all the terms and conditions of which are hereby incorporated and made a part of this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party, partner, or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.


PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

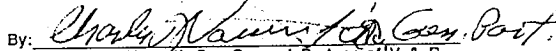
V & R JOINT VENTURE, A NEBRASKA GENERAL PARTNERSHIP

VACRAND, INC., General Partner of V & R Joint Venture, A Nebraska General Partnership

By: 
Milo P. Vacanti, President of Vacrand, Inc.

V & R COMPANY, A NEBRASKA GENERAL PARTNERSHIP, General Partner of V & R Joint Venture, A Nebraska General Partnership

By: 
Milo P. Vacanti, General Partner of V & R Company,
A Nebraska General Partnership

By: 
Charles J. Vacanti, Sr., General Partner of V & R
Company, A Nebraska General Partnership

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$250,000.00	02-10-2011	02-10-2014	8879	2024	401246	SROBI	<i>[Signature]</i>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: V & R Joint Venture, A Nebraska General Partnership
11205 John Galt Blvd.
Omaha, NE 68137

Lender: First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

Principal Amount: \$250,000.00

Date of Note: February 10, 2011

PROMISE TO PAY. V & R Joint Venture, A Nebraska General Partnership ("Borrower") promises to pay to First Westroads Bank, Inc. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Fifty Thousand & 00/100 Dollars (\$250,000.00), together with interest on the unpaid principal balance from February 10, 2011, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 6.750% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in 36 regular payments of \$2,146.11 each and one irregular last payment estimated at \$223,480.00. Borrower's first payment is due March 10, 2011, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on February 10, 2014, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT PENALTY. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: If, during the term of this Note, prepayment of principal is made in full or in part from the proceeds of borrowings from any other financial institution, or in contemplation of borrowings from another financial institution, a prepayment fee equal to 2.00% of the outstanding principal balance of the note shall be immediately due and payable. No prepayment fee shall be assessed upon payment in full or in part made as a result of or in consequence of a notice of default or acceleration declared at Lender's option. Lender, at its option, has the right to waive the prepayment penalty. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Westroads Bank, Inc.; 15750 West Dodge Road; Omaha, NE 68118.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 19.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution or termination of Borrower's existence as a going business or the death of any partner, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Events Affecting General Partner of Borrower. Any of the preceding events occurs with respect to any general partner of Borrower or any general partner dies or becomes incompetent.

Change In Ownership. The resignation or expulsion of any general partner with an ownership interest of twenty-five percent (25%) or more in Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fourteen (14) days; or (2) if the cure requires more than fourteen (14) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Nebraska.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower

PROMISSORY NOTE
(Continued)

Loan No: 8879

authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by Mortgage (Modified on February 10, 2011), Assignment of Rents and Commercial Security Agreement all dated April 10, 2007, in addition to other collateral that may secure this indebtedness, all the terms and conditions of which are hereby incorporated and made a part of this Note.

CREDITING OF PAYMENTS. All loan payments must be accompanied by the account number or payment coupon provided. Loan payments may be mailed to First Westroads Bank, P.O. Box 241259, Omaha, Nebraska 68124-9929, or made in person to First Westroads Bank personnel at one of our bank locations, or paid electronically to the Bank. Payments must be received by 6:00 PM Central time Monday through Friday, excluding Federal holidays, to be credited as of that business day. All other payments received will be credited as of the next business day or as otherwise permitted by law.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note, as well as directions for payment from my accounts, may be requested either orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. The following party or parties are authorized to request advances under the line of credit until Lender receives from Borrower at Lender's address shown above written notice of revocation of their authority: Milo P. Vacanti, Charles J. Vacanti, Sr. and Paul Vacanti. Borrower agrees to be liable for all sums either: (a) advanced in accordance with the instructions of an authorized person or (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan advances or to disburse Loan proceeds if: (a) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender; (b) Borrower or any guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (c) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any guarantor, or in the value of any collateral securing any loan; or (d) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guaranty of the Loan or any other loan with Lender; or (e) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party, partner, or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

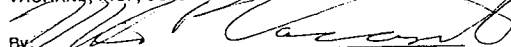
PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

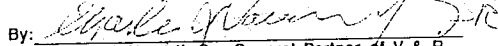
V & R JOINT VENTURE, A NEBRASKA GENERAL PARTNERSHIP

VACRAND, INC., General Partner of V & R Joint Venture, A Nebraska General Partnership

By: 
Milo P. Vacanti, President of Vacrand, Inc.

V & R COMPANY, A NEBRASKA GENERAL PARTNERSHIP, General Partner of V & R Joint Venture, A Nebraska General Partnership

By: 
Milo P. Vacanti, General Partner of V & R Company,
a Nebraska General Partnership

By: 
Charles J. Vacanti, Sr., General Partner of V & R
Company, a Nebraska General Partnership

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$201,634.00	08-10-2009	08-10-2014	9265	2023	401246	SROBI	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: V & R Joint Venture, a Nebraska General Partnership
11205 John Galt Blvd.
Omaha, NE 68137

Lender: First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

Principal Amount: \$201,634.00

Date of Note: August 10, 2009

PROMISE TO PAY. V & R Joint Venture, a Nebraska General Partnership ("Borrower") promises to pay to First Westroads Bank, Inc. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred One Thousand Six Hundred Thirty-four & 00/100 Dollars (\$201,634.00), together with interest on the unpaid principal balance from August 10, 2009, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 6.500% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in 99 regular payments of \$1,514.61 each and one irregular last payment estimated at \$174,341.31. Borrower's first payment is due September 10, 2009, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on August 10, 2014, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT PENALTY. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: If, during the term of this Note, prepayment of principal is made in full or in part from the proceeds of borrowings from any other financial institution, or in contemplation of borrowings from another financial institution, a prepayment fee equal to 2.00% of the outstanding principal balance of the note shall be immediately due and payable. No prepayment fee shall be assessed upon payment in full or in part made as a result of or in consequence of a notice of default or acceleration declared at Lender's option. Lender, at its option, has the right to waive the prepayment penalty. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Westroads Bank, Inc.; 15750 West Dodge Road; Omaha, NE 68118.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 19.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution or termination of Borrower's existence as a going business or the death of any partner, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Events Affecting General Partner of Borrower. Any of the preceding events occurs with respect to any general partner of Borrower or any general partner dies or becomes incompetent.

Change In Ownership. The resignation or expulsion of any general partner with an ownership interest of twenty-five percent (25%) or more in Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fourteen (14) days; or (2) if the cure requires more than fourteen (14) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Nebraska.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in

PROMISSORY NOTE
(Continued)

the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by Deed of Trust, Assignment of Rents and Commercial Security Agreement all dated August 10, 2009, in addition to other collateral that may secure this indebtedness, all the terms and conditions of which are hereby incorporated and made a part of this Note.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party, partner, or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

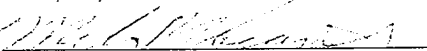
PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

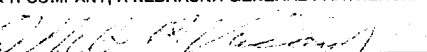
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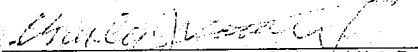
V & R JOINT VENTURE, A NEBRASKA GENERAL PARTNERSHIP

VACRAND, INC., General Partner of V & R Joint Venture, a Nebraska General Partnership


By: 
Milo P. Vacanti, President of Vacrand, Inc.

V & R COMPANY, A NEBRASKA GENERAL PARTNERSHIP, Partner of V & R Joint Venture, a Nebraska General Partnership

By: 
Milo P. Vacanti, General Partner of V & R Company,
a Nebraska General Partnership

By: 
Charles J. Vacanti, Sr., General Partner of V & R
Company, a Nebraska General Partnership

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$300,823.00	09-29-2012	09-29-2013	9148	2021	401246	SROBI	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: V & R Joint Venture, A Nebraska General Partnership
11205 John Galt Blvd.
Omaha, NE 68137

Lender: First Westroads Bank, Inc.
15750 West Dodge Road
Omaha, NE 68118

Principal Amount: \$300,823.00

Date of Note: September 29, 2012

PROMISE TO PAY. V & R Joint Venture, A Nebraska General Partnership ("Borrower") promises to pay to First Westroads Bank, Inc. ("Lender"), or order, in lawful money of the United States of America, the principal amount of Three Hundred Thousand Eight Hundred Twenty-three & 00/100 Dollars (\$300,823.00), together with interest on the unpaid principal balance from September 29, 2012, until paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one principal payment of \$300,823.00 plus interest on September 29, 2013. This payment due on September 29, 2013, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular quarterly payments of all accrued unpaid interest due as of each payment date, beginning December 29, 2012, with all subsequent interest payments to be due on the same day of each quarter after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any unpaid collection costs; then to any late charges; then to any accrued unpaid interest; and then to principal. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the rate of interest quoted as the Prime Rate in the Money Rates Section of the Wall Street Journal (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.000% per annum based on a year of 360 days. NOTICE: Under no circumstances will the interest rate on this Note be less than 5.000% per annum or more than (except for any higher default rate shown below) the lesser of 7.000% per annum or the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: First Westroads Bank, Inc.; 15750 West Dodge Road; Omaha, NE 68118.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding an additional 8.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution or termination of Borrower's existence as a going business or the death of any partner, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Events Affecting General Partner of Borrower. Any of the preceding events occurs with respect to any general partner of Borrower or any general partner dies or becomes incompetent.

Change In Ownership. The resignation or expulsion of any general partner with an ownership interest of twenty-five percent (25%) or more in Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fourteen (14) days; or (2) if the cure requires more than fourteen (14) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Nebraska.

PROMISSORY NOTE
(Continued)

Loan No: 9148

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Douglas County, State of Nebraska.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

COLLATERAL. Borrower acknowledges this Note is secured by Deed of Trust and Assignment of Rents dated August 13, 2008 and Commercial Security Agreement dated December 1, 2004, in addition to other collateral that may secure this indebtedness, all the terms and conditions of which are hereby incorporated and made a part of this Note.

CREDITING OF PAYMENTS. All loan payments must be made in U.S. dollars and accompanied by the account number or payment coupon provided. Loan payments may be mailed to First Westroads Bank, P.O. Box 241259, Omaha, Nebraska 68124-9929, or made in person to First Westroads Bank personnel at one of our bank locations, or paid electronically to First Westroads Bank. Payments must be received by 6:00 PM Central time Monday through Friday, excluding Federal holidays, to be credited as of that business day. All other payments received will be credited as of the next business day or as otherwise permitted by law.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party, partner, or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

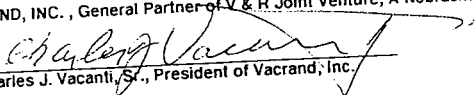
PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

V & R JOINT VENTURE, A NEBRASKA GENERAL PARTNERSHIP

VACRAND, INC., General Partner of V & R Joint Venture, A Nebraska General Partnership

By: 
Charles J. Vacanti, Sr., President of Vacrand, Inc.

FILED
COUNTY COURT
PROBATE DIVISION

FEB 12 2013

By: Leslie Douglas
Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

Law Offices
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
200 Regency One
10050 Regency Circle
Omaha, Nebraska 68114-3794
(402) 342-1000

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

In the Matter of the Estate of) PR 13-25
)
MILO P. VACANTI,) TENTATIVE
) INVENTORY
)
Deceased.)
)

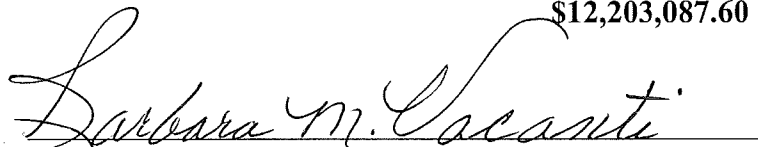
The undersigned Personal Representative of the Milo P. Vacanti Estate hereby certifies the following is a true and complete inventory of the property owned by the Decedent at the time of death, to the extent such information is available currently, together with the type and amount of any encumbrance existing with reference to any item.

Date of Death Value

Schedule B – Stocks and Bonds	\$13,134.00
Schedule C—Mortgages, Notes and Cash	\$17,575.60
Schedule E – Jointly Owned Property	\$450,030.00
Schedule F –Other Misc. Property	\$10,604,864.00
Schedule G –Transfers During Decedent’s Life	\$1,117,484.00

TOTAL: **\$12,203,087.60**

4-7-2013
Date


Barbara M. Vacanti, Personal Representative

Prepared and Submitted by:
Nick R. Taylor (#16695)
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114-3794
Telephone (402) 342-1000

Estate of: Milo Vacanti

SCHEDULE B—Stocks and Bonds

(For jointly owned property that must be disclosed on Schedule E, see instructions.)

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last four columns.

Item number	Description, including face amount of bonds or number of shares and par value for identification. Give CUSIP number. If trust, partnership, or closely held entity, give EIN	Unit value	Alternate valuation date	Alternate value	Value at date of death
	See schedule attached				
	Total from continuation schedules (or additional statements) attached to this schedule				13,134.00
	TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 2.)				13,134.00

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo Vacanti

Schedule B - Stocks and Bonds

<u>Item number</u>	<u>Description</u>	<u>Alternate valuation date</u>	<u>Alternate value</u>	<u>Value at date of death</u>
1	Ameritrade investment account number ending 4826			3,641.00
2	Prudential Stock account number ending 8690			9,493.00

TOTAL. (Carry forward to main schedule)

13,134.00

Estate of: Milo Vacanti

SCHEDULE C—Mortgages, Notes, and Cash

(For jointly owned property that must be disclosed on Schedule E, see instructions.)

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last three columns.

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
1	First National Bank Checking Account number ending 0246			17,575.60
Total from continuation schedules (or additional statements) attached to this schedule				0.00
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 3.)				17,575.60

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Decedent's social security number

Estate of: Milo Vacanti

SCHEDULE E—Jointly Owned Property

(If you elect section 2032A valuation, you must complete Schedule E and Schedule A-1.)

PART 1. Qualified Joint Interests—Interests Held by the Decedent and His or Her Spouse as the Only Joint Tenants (Section 2040(b)(2))

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last three columns.

Item number	Description. For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	Alternate valuation date	Alternate value	Value at date of death
1	FW Bank Certificate number ending 498 (owned jointly with spouse, Barbara Vacanti) (estimated)			1,264,813.00
2	FW Bank Demand Certificate number ending 368 (owned jointly with spouse, Barbara Vacanti) (estimated)			1,137,400.00
Total from continuation schedules (or additional statements) attached to this schedule . . .				450,030.00
1a Totals			1a	2,852,243.00
1b Amounts included in gross estate (one-half of line 1a)			1b	1,426,121.50

PART 2. All Other Joint Interests

2a State the name and address of each surviving co-tenant. If there are more than three surviving co-tenants, list the additional co-tenants on an attached sheet.

Name	Address (number and street, city, state, and ZIP code)
A.	
B.	
C.	

Item number	Enter letter for co-tenant	Description (including alternate valuation date if any). For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	Percentage includible	Includible alternate value	Includible value at date of death
Total from continuation schedules (or additional statements) attached to this schedule . . .					0.00
2b Total other joint interests				2b	0.00
3 Total includible joint interests (add lines 1b and 2b). Also enter on Part 5—Recapitulation, page 3, at item 5				3	1,426,121.50

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo Vacanti

Schedule E, Part 1 - Qualified Joint Interests

Item number	Description	Unit value CUSIP/EIN	Alternate valuation date	Alternate value	Value at date of death
3	FW Bank Certificate number ending 219 (owned jointly with spouse, Barbara Vacanti) (estimated)				272,549.00
4	First National Bank Savings account number ending 2320 (owned jointly with spouse, Barbara Vacanti)				67,724.00
5	Charles Schwab investment account number ending 2859 (owned jointly with spouse, Barbara Vacanti)				109,757.00

TOTAL. (Carry forward to main schedule)

450,030.00

Decedent's social security number

Estate of: Milo Vacanti

SCHEDULE F—Other Miscellaneous Property Not Reportable Under Any Other Schedule

(For jointly owned property that must be disclosed on Schedule E, see instructions)
 (If you elect section 2032A valuation, you must complete Schedule F and Schedule A-1.)

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last three columns.

	Yes	No
1 Did the decedent own any works of art, items, or any collections whose artistic or collectible value at date of death exceeded \$3,000? If "Yes," submit full details on this schedule and attach appraisals.		
2 Has the decedent's estate, spouse, or any other person received (or will receive) any bonus or award as a result of the decedent's employment or death? If "Yes," submit full details on this schedule.		
3 Did the decedent at the time of death have, or have access to, a safe deposit box? If "Yes," state location, and if held jointly by decedent and another, state name and relationship of joint depositor.		

If any of the contents of the safe deposit box are omitted from the schedules in this return, explain fully why omitted.

Item number	Description. For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	Alternate valuation date	Alternate value	Value at date of death
1	Miscellaneous household goods and furnishings and personal property			20,000.00
2	Net equity of 50% ownership in KV Joint Venture business			2,900,992.00
3	Net equity of 50% ownership of V&R Joint Venture business			3,076,632.50
4	Net equity of 50% ownership of Tregaron Town Center 1 LLC			338,804.50
5	Net equity of 50% ownership of Lakeside Apartments LTD	3		3,130,364.50
6	Net equity of 50% ownership in MCV1, LLC			703,070.50
7	Net equity of 37.50% ownership of VRB Company			360,000.00
8	Net equity of 50% ownership of V&R Joint Venture			75,000.00
Total from continuation schedules (or additional statements) attached to this schedule				0.00
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 6.)				10,604,864.00

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo Vacanti	Decedent's social security number
--------------------------------	--

SCHEDULE G—Transfers During Decedent's Life

(If you elect section 2032A valuation, you must complete Schedule G and Schedule A-1.)

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last three columns.

Item number	Description. For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	Alternate valuation date	Alternate value	Value at date of death
A.	Gift tax paid or payable by the decedent or the estate for all gifts made by the decedent or his or her spouse within 3 years before the decedent's death (section 2035(b))	X X X X X		
B.	Transfers includible under section 2035(a), 2036, 2037, or 2038: See schedule attached			
Total from continuation schedules (or additional statements) attached to this schedule				1,117,484.00
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 7.)				1,117,484.00

SCHEDULE H—Powers of Appointment

(Include "5 and 5 lapsing" powers (section 2041(b)(2)) held by the decedent.)

(If you elect section 2032A valuation, you must complete Schedule H and Schedule A-1.)

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last three columns.

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
Total from continuation schedules (or additional statements) attached to this schedule .				0.00
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 8.)				0.00

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo Vacanti

Schedule G - Transfers During Decedent's Life

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
1	FW Bank Certificate number ending 455 (owned by Milo P. Vacanti Revocable Trust) (estimate)			56,526.00
2	FW Bank Certificate number end 460 (owned by Milo P. Vacanti Revocable Trust) (estimate)			46,451.00
3	FW Bank Certificate number ending 646 (owned by Milo P. Vacanti Revocable Trust) (estimated)			54,507.00
4	Pinnacle Bank CD (owned by Milo P. Vacanti Revocable Trust) (estimated)			480,000.00
5	Mutual of Omaha CD (owned by Milo P. Vacanti Revocable Trust) (estimated)			240,000.00
6	Mutual Federal CD (owned by Milo P. Vacanti Revocable Trust) (estimated)			240,000.00

TOTAL. (Carry forward to main schedule)

1,117,484.00

Certificate of Service

I hereby certify that on Monday, April 08, 2013 I provided a true and correct copy of the Inventory (estate) to the following:

Mutual of Omaha Bank service method: No Service

Vacanti,Milo,P, service method: No Service

Signature: /s/ Taylor,Nick,R (Bar Number: 16695)

Law Offices
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
200 Regency One
10050 Regency Circle
Omaha, Nebraska 68114-3794
(402) 342-1000

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

In the Matter of the Estate of) PR 13-25
)
MILO P. VACANTI,)
) **ORDER APPROVING**
) **SETTLEMENT AGREEMENT**
)
Deceased.)
)

THIS MATTER came before the Court on the Petition for Approval to Enter into Settlement Agreement filed by Barbara M. Vacanti, as Personal Representative of this Estate. The court finds as follows:

1. The Confidential Settlement Agreement and Release, a copy of which was provided to this Court and hereby sealed by this Court resolves the controversies of this estate of and between the parties to the settlement agreement.
2. The interested parties have entered their voluntary appearances and waivers of notice as part of the Settlement Agreement.
3. The Court has jurisdiction to approve the Confidential Settlement Agreement and Release.
4. The Settlement Agreement is just and reasonable and in good faith settles the controversies involving a certain financial company.
5. This order approving the Settlement Agreement may be entered without further delay or notice.

IT IS ORDERED that notice of hearing and publication of notice of hearing are hereby dispensed with and no further notice be required and that the Personal Representative is hereby authorized to enter the Confidential Settlement Agreement and Release.

IT IS FURTHERED ORDERED that the Confidential Settlement Agreement and Release shall be sealed by this Court with access to be provided only to those individuals designated in the Petition as interested parties.

FILED
COUNTY COURT
PROBATE DIVISION
13 2 2013
By: _____
Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA



Dated this 18 day of July 2013.



DOUGLAS COUNTY COURT JUDGE

Prepared and Submitted by:
Nick R. Taylor (#16695)
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114-3794
Telephone (402) 342-1000

FILED
COUNTY COURT
PROBATE DIVISION
JUL 22 2013
By: Lewis Douglas
Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

FILED
 COUNTY COURT
 PROBATE DIVISION
 SEP 26 2013

By: Leslie Douglas
 Clerk of Court
 DOUGLAS COUNTY COURT
 OMAHA, NEBRASKA

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF)

PR 13-25

MILO P. VACANTI, Deceased)

(TENTATIVE) INHERITANCE TAX
 WORKSHEET VOLUNTARY APPEARANCE
 AND WAIVER OF NOTICE

Date of Death: October 15, 2012)

ASSETS OF ESTATE FOR INHERITANCE TAX PURPOSES, SECTIONS 77-2001 & 77-2002			
1	Schedule A, Real Estate (or Total of Short Form Inventory Value if Separate Schedules not Filed)		Clear Market Value at Date of Death
2	Schedule B, Stocks and Bonds	13,134.00	
3	Schedule C, Mortgages, Notes and Cash		
4	Schedule D, Life Insurance Payable to Estate		
5	Schedule E, Jointly Owned Property	2,869,818.60	
6	Schedule F, Other Miscellaneous Property	22,779,429.63	
7	Schedule G, Transfers During Lifetime (Include Section 77-2002(2) gifts)	1,117,484.00	
8	Schedule H, Powers of Appointment (See Section 77-2009 for Taxability)		
9	Schedule I, Annuities		
10	Total Clear Market Value (Total of lines 1 through 9) or Total Inventory Value	26,779,866.23	
11	Contribution by Surviving Joint Tenant (Explanation Attached)		
12	Gross Estate (Line 10 Minus Line 11)		26,779,866.23
ALLOWANCES & EXEMPT PROPERTY, SECTIONS 30-2322 TO 30-2325 & DEDUCTIONS, SECTION 77-2018.04			
13	Homestead Allowance (Maximum \$20,000)		Allowances
14	Exempt Property (Maximum \$12,500)		
15	Family Maintenance Allowance (Maximum \$20,000 Without Court Order)		
16	Total Allowances & Exempt Property (Total of Lines 13 Through 15)		0.00
17	Cost of Funeral, Including Interment and Marker	31,447.23	Include Only to Extent Paid From, Chargeable to or Paid With Respect to Property Subject to Nebraska Inheritance Tax
18	Attorney Fees and Expenses	20,000.00	
19	Personal Representative Fees		
20	Court Costs and Recording Fees	67.00	
21	Publication Costs	40.85	
22	Bond		
23	Other Administration Expenses (Schedule J or Other Schedule Attached) (business valuation & accountant estimated fees)	45,000.00	
24	Non-Probate Property Expense		
25	Predeath Debts Not Otherwise Listed (Schedule K or Other Schedule Attached)	16,795,584.92	
26	Total Deductions (Total of Lines 17 Through 25)		
MARITAL EXEMPTION, SECTION 77-2004			
This is Total of Spouse's Actual Share less Homestead Allowance, Exempt Property, and Family Allowance Together with Claims and Administration Expenses Which are Paid Out of the Interest of the Surviving Spouse			
27	Interest of Spouse in Decedent's Joint Property		Marital Exemption
28	Interest of Spouse in Decedent's Probate Estate		
29	Interest of Spouse in Decedent's Other Property	562,534.40	
30	Total of Spouse's Actual Share (Total of Lines 27 Through 29)		562,534.40
FEDERAL ESTATE TAX DEDUCTION, SECTION 77-2018.04(5), CHARITABLE EXEMPTION SECTION 77-2007.03 & .04			
31	Gross Estate plus Adjusted Taxable Gifts (From Federal Estate Tax Return)		Federal Estate Tax Allocation
32	Total of Line 31 Not Subject to Nebraska Inheritance Tax		
33	Total of Line 31 Subject to Nebraska Inheritance Tax (Line 31 minus Line 32)	0.00	
34	Factor (Line 33 Divided by Line 31 carried to four places)	0.0000	
35	Federal Estate Tax Paid (From Form 706)		0.00
36	Federal Estate Tax Paid Attributable to Property Subject to Nebraska Inheritance (Line 34 Multiplied by Line 35)		
37	Governmental, Religious, and Charitable Gifts		
38	Total Deductions and Exemptions (Sum of Line 16 Plus Line 26 Plus Line 30 Plus Line 36 Plus Line 37)		17,454,674.40
39	Net Value of Property Subject to Nebraska Inheritance Tax (Line 12 Minus Line 38)		9,325,191.83
TENTATIVE INHERITANCE TAX PAID AND CREDIT FROM ESTATES OF PRIOR DECEDENTS, SECTION 77-2018.06			
	Total Inheritance Tax Credit Due Estate of this Decedent (Explanation Attached)		
	Tentative Inheritance Tax Previously Paid in this Estate		



NEBRASKA INHERITANCE TAX COMPUTATION

			Beneficiary Number	1	2	3
			Beneficiary Name	Barbara M. Vacanti	Milo Paul Vacanti, Jr.	Leslie Donley
			Beneficiary Relationship	Spouse	Son	Daughter
			Class (Insert Spouse, 1, 2, 3, or Charitable)	Spouse	1	1
12	Page 1 & Beneficiary Totals	Difference From Page 1 Total to Adjust	Gross Estate	22,222,400.63	1,519,155.20	1,519,155.20
16	0.00	0.00	Allowances & Exempt Property			
26	16,892,140.00	0.00	Deductions	16,892,140.00		
30	562,534.40	0.00	Marital Exemption	562,534.40		
36	0.00	0.00	Federal Estate Tax			
37	0.00	0.00	Charitable			
39	9,325,191.83	0.00	Net Value	4,767,726.23	1,519,155.20	1,519,155.20
	120,000.00		Exemption	0.00	40,000.00	40,000.00
	9,205,191.83		Taxable Amount	4,767,726.23	1,479,155.20	1,479,155.20
40	44,374.65		Tentative Tax	0.00	14,791.55	14,791.55
41	0.00		Tax Credit From Prior Estate	0.00	0.00	0.00
42	0.00	0.00	Tentative Inheritance Tax Previously Paid			
43	44,374.65		Tax Due	0.00	14,791.55	14,791.55
	0.00		<< Total Of Inheritance Tax Credit From Prior Estates, Must Equal or Exceed Line 41 Allocation of Credit			

Class 1: Parents, grandparents, siblings, lineal descendants, and spouses of any of these. /// Class 2: Uncles and aunts, nephews and nieces, or lineal descendants or spouses of such relatives. /// Class 3: All others. /// Note: The relatives of decedent's current spouse and of a former spouse of the decedent to whom the decedent was married at the death of the former spouse have the same relationship as if relatives of decedent.

Beneficiary Number		4	5	6	7	8	9
Beneficiary Name		Courtney Birstihl					
Beneficiary Relationship		Daughter					
Class (1, 2, 3, or Charitable)		1					
Gross Estate		1,519,155.20					
Allowances & Exempt Property							
Deductions							
Federal Estate Tax							
Charitable							
Net Value		1,519,155.20	0.00	0.00	0.00	0.00	0.00
Exemption		40,000.00	0.00	0.00	0.00	0.00	0.00
Taxable Amount		1,479,155.20	0.00	0.00	0.00	0.00	0.00
40	Tentative Tax	14,791.55	0.00	0.00	0.00	0.00	0.00
41	Tax Credit From Prior Estate	0.00	0.00	0.00	0.00	0.00	0.00
42	Tentative Tax Paid						
43	Tax Due	14,791.55	0.00	0.00	0.00	0.00	0.00

Inheritance tax rates on taxable amount: Class 1, \$40,000 exemption, balance is taxed at 1% /// Class 2, \$15,000 exemption, balance is taxed at 13% /// Class 3, \$10,000 exemption, balance is taxed at 18%. This schedule is for deaths on or after January 1, 2008.

NEBRASKA INHERITANCE TAX APPORTIONMENT, SECTION 77-2014

County	Allocation of Gross Estate		Nebraska Inheritance Tax Due			
	Gross Estate in County	Percent of Gross Estate	Tentative Tax Due	Inheritance Tax Credit Allowed	Tentative Tax Previously Paid	Inheritance Tax Due
Douglas	26,779,866.23	100.0000%	44,374.65	0.00		44,374.65
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
12	Gross Estate	26,779,866.23				
40	Tentative Inheritance Tax Due (Must Equal Line 40 Above)		44,374.65			
41	Inheritance Tax Credit Allowable (See Note)			0.00		
42	Tentative Inheritance Tax Previously Paid (Total Must Equal Line 42 Above)				0.00	
43	Nebraska Inheritance Tax Due (Total Must Equal Line 43 Above)					44,374.65

Note: The total inheritance tax credit from prior estates may exceed the amount which is allocated and actually deductible. Because it is allocated to beneficiaries pro rata on a gross estate basis, a low

tax rate beneficiary or charitable beneficiary may be allocated credit in excess of any tax due.

		YES	NO
44	Have copies of the Inventory, Schedules or other itemization of property reflecting the clear market value of each asset been delivered to the County Attorney(s)?	X	
45	If a Federal Estate Tax Return, Form 706, is filed, has the estate returned the clear market value of all property in the estate as reflected above to be the same as the values for federal estate tax purposes?	N/A	
46	Petitioner agrees that if the federal estate tax values are adjusted, the estate will notify the respective County Attorney(s) and, if requested, redetermine the inheritance tax values to be the same as the values as finally determined for federal estate tax purposes and pay the additional inheritance tax, if any, regardless of a prior order determining the inheritance tax	X	
47	Are all gifts or transfers for less than full and adequate consideration within three years prior to the date of death for which a federal gift tax return was required to be filed included in the inheritance tax calculation?	X	

I affirm I have read the foregoing Inheritance Tax Worksheet and to the best of my knowledge and belief the computation is based on the clear market value of the property received by each beneficiary and this Inheritance Tax Worksheet is correctly prepared.

Barbara M. Vacanti
Signature of Petitioner

Dated: 9-12-13

Signature of Petitioner

Dated: _____

COUNTY ATTORNEY VOLUNTARY APPEARANCE AND WAIVER OF NOTICE FOR FINAL DETERMINATION OF INHERITANCE TAX

I, the undersigned (Deputy) County Attorney, hereby enter my voluntary appearance on behalf of the below designated County and the State of Nebraska in the above captioned proceeding and waive the service of notice upon me to show just cause, and furthermore waive all notice required by law of time and place of hearing for the determination of values of property for inheritance tax purposes and for the purpose of assessing inheritance tax, if any, due under the laws of the State of Nebraska. I have examined the foregoing Worksheet and have no objections thereto for inheritance tax purposes only.

Gerard J. Monbouzette
Deputy County Attorney

DOUGLAS
County

9-13-13
Date

Deputy County Attorney

County

Date

Deputy County Attorney

County

Date

Estate of: Milo Vacanti

SCHEDULE B—Stocks and Bonds

(For jointly owned property that must be disclosed on Schedule E, see instructions.)

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last four columns.

Item number	Description, including face amount of bonds or number of shares and par value for identification. Give CUSIP number. If trust, partnership, or closely held entity, give EIN	Unit value	Alternate valuation date	Alternate value	Value at date of death
	See schedule attached	CUSIP number or EIN, where applicable			
Total from continuation schedules (or additional statements) attached to this schedule					13,134.00
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 2.)					13,134.00

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo Vacanti

Schedule B - Stocks and Bonds

<u>Item number</u>	<u>Description</u>	<u>Alternate valuation date</u>	<u>Alternate value</u>	<u>Value at date of death</u>
1	Ameritrade investment account number ending 4826			3,641.00
2	Prudential Stock account number ending 8690			9,493.00

TOTAL. (Carry forward to main schedule)

13,134.00

Decedent's social security number

Estate of: Milo Vacanti

SCHEDULE E—Jointly Owned Property

(If you elect section 2032A valuation, you must complete Schedule E and Schedule A-1.)

PART 1. Qualified Joint Interests—Interests Held by the Decedent and His or Her Spouse as the Only Joint Tenants (Section 2040(b)(2))

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last three columns.

Item number	Description. For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	CUSIP number or EIN, where applicable	Alternate valuation date	Alternate value	Value at date of death
1	First National Bank Checking Account number ending 0246 (owned jointly with spouse, Barbara Vacanti)				17,575.60
2	FW Bank Certificate number ending 498 (owned jointly with spouse, Barbara Vacanti) (estimated)				1,264,813.00
Total from continuation schedules (or additional statements) attached to this schedule . . .					1,587,430.00
1a Totals			1a		2,869,818.60
1b Amounts included in gross estate (one-half of line 1a)			1b		1,434,909.30

PART 2. All Other Joint Interests

2a State the name and address of each surviving co-tenant. If there are more than three surviving co-tenants, list the additional co-tenants on an attached sheet.

Name	Address (number and street, city, state, and ZIP code)
A.	
B.	
C.	

Item number	Enter letter for co-tenant	Description (including alternate valuation date if any). For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	CUSIP number or EIN, where applicable	Percentage includible	Includible alternate value	Includible value at date of death
Total from continuation schedules (or additional statements) attached to this schedule . . .						0.00
2b Total other joint interests			2b			0.00
3 Total includible joint interests (add lines 1b and 2b). Also enter on Part 5—Recapitulation, page 3, at item 5			3			1,434,909.30

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo Vacanti

Schedule E, Part 1 - Qualified Joint Interests

Item number	Description	Unit value CUSIP/EIN	Alternate valuation date	Alternate value	Value at date of death
3	FW Bank Demand Certificate number ending 368 (owned jointly with spouse, Barbara Vacanti) (estimated)				1,137,400.00
4	FW Bank Certificate number ending 219 (owned jointly with spouse, Barbara Vacanti) (estimated)				272,549.00
5	First National Bank Savings account number ending 2320 (owned jointly with spouse, Barbara Vacanti)				67,724.00
6	Charles Schwab investment account number ending 2859 (owned jointly with spouse, Barbara Vacanti)				109,757.00

TOTAL. (Carry forward to main schedule) 1,587,430.00

Decedent's social security number

Estate of: Milo Vacanti

SCHEDULE F—Other Miscellaneous Property Not Reportable Under Any Other Schedule

(For jointly owned property that must be disclosed on Schedule E, see instructions)

(If you elect section 2032A valuation, you must complete Schedule F and Schedule A-1.)

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last three columns.

	Yes	No
1 Did the decedent own any works of art, items, or any collections whose artistic or collectible value at date of death exceeded \$3,000? If "Yes," submit full details on this schedule and attach appraisals.		
2 Has the decedent's estate, spouse, or any other person received (or will receive) any bonus or award as a result of the decedent's employment or death? If "Yes," submit full details on this schedule.		
3 Did the decedent at the time of death have, or have access to, a safe deposit box? If "Yes," state location, and if held jointly by decedent and another, state name and relationship of joint depositor.		

If any of the contents of the safe deposit box are omitted from the schedules in this return, explain fully why omitted.

Item number	Description. For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	Alternate valuation date	Alternate value	Value at date of death
1	Miscellaneous household goods and furnishings and personal property			20,000.00
2	50% ownership of real property of KV Joint Venture business (appraised value with 15% discount)			5,582,375.00
3	50% ownership of real property of V&R Joint Venture business (appraised value with 15% discount)			6,165,900.00
4	50% ownership of real property of Tregaron Town Center 1 LLC (appraised value with 15% discount)			51,000.00
5	50% ownership of real property of Lakeside Apartments LTD (appraised value with 15% discount)			8,627,500.00
6	50% ownership of real property of MCV1, LLC (estimated value with 15% discount)			1,255,875.00
7	37.50% ownership of real property of VRB Company			290,529.63
Total from continuation schedules (or additional statements) attached to this schedule				786,250.00
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 6.)				22,779,429.63

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo Vacanti

Schedule F - Miscellaneous Property

Item number	Description	Unit value CUSIP/EIN	Alternate valuation date	Alternate value	Value at date of death
7	(sale price of Lot 1 Papillion Parkway Replat 1, Douglas County, Nebraska with 15% discount)				
8	50% ownership of V&R Joint Venture Lot 43 (estimated value with 15% discount)				786,250.00

TOTAL. (Carry forward to main schedule)

786,250.00

Estate of: Milo Vacanti	Decedent's social security number
--------------------------------	--

SCHEDULE G—Transfers During Decedent's Life
 (If you elect section 2032A valuation, you must complete Schedule G and Schedule A-1.)

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last three columns.

Item number	Description. For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	Alternate valuation date	Alternate value	Value at date of death
A.	Gift tax paid or payable by the decedent or the estate for all gifts made by the decedent or his or her spouse within 3 years before the decedent's death (section 2035(b))	X X X X X		
B.	Transfers includible under section 2035(a), 2036, 2037, or 2038: See schedule attached			
Total from continuation schedules (or additional statements) attached to this schedule				1,117,484.00
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 7.)				1,117,484.00

SCHEDULE H—Powers of Appointment

(Include "5 and 5 lapsing" powers (section 2041(b)(2)) held by the decedent.)
 (If you elect section 2032A valuation, you must complete Schedule H and Schedule A-1.)

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last three columns.

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
Total from continuation schedules (or additional statements) attached to this schedule .				0.00
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 8.)				0.00

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo Vacanti

Schedule G - Transfers During Decedent's Life

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
1	FW Bank Certificate number ending 455 (owned by Milo P. Vacanti Revocable Trust) (estimate)			56,526.00
2	FW Bank Certificate number end 460 (owned by Milo P. Vacanti Revocable Trust) (estimate)			46,451.00
3	FW Bank Certificate number ending 646 (owned by Milo P. Vacanti Revocable Trust) (estimated)			54,507.00
4	Pinnacle Bank CD (owned by Milo P. Vacanti Revocable Trust) (estimated)			480,000.00
5	Mutual of Omaha CD (owned by Milo P. Vacanti Revocable Trust) (estimated)			240,000.00
6	Mutual Federal CD (owned by Milo P. Vacanti Revocable Trust) (estimated)			240,000.00

TOTAL. (Carry forward to main schedule)

1,117,484.00

Estate of: Milo Vacanti

SCHEDULE J—Funeral Expenses and Expenses Incurred in Administering Property Subject to Claims

▶ Use Schedule PC to make a protective claim for refund due to an expense not currently deductible.
For such a claim, report the expense on Schedule J but without a value in the last column.

Note. Do not list expenses of administering property not subject to claims on this schedule. To report those expenses, see instructions.

If executors' commissions, attorney fees, etc., are claimed and allowed as a deduction for estate tax purposes, they are not allowable as a deduction in computing the taxable income of the estate for federal income tax purposes. They are allowable as an income tax deduction on Form 1041, U.S. Income Tax Return for Estates and Trusts, if a waiver is filed to forgo the deduction on Form 706 (see Instructions for Form 1041).

Are you aware of any actual or potential reimbursement to the estate for any expense claimed as a deduction on this schedule?	Yes	No
If "Yes," attach a statement describing the expense(s) subject to potential reimbursement. (see instructions)		

Item number	Description	Expense amount	Total amount
A. Funeral expenses:			
	See schedule attached		
Total funeral expenses			31,447.23

B. Administration expenses:

1	Executors' commissions—amount estimated / agreed upon / paid. (Strike out the words that do not apply.)		
2	Attorney fees—amount estimated / agreed upon / paid . (Strike out the words that do not apply.) ..	20,000.00	
3	Accountant fees—amount estimated / agreed upon / paid . (Strike out the words that do not apply.) ..	3,000.00	

Item number	Description	Expense amount	Total amount
4 Miscellaneous expenses:			
4	BKD CPAs & Advisors for business valuations (estimated)	42,000.00	
Total miscellaneous expenses from continuation schedules (or additional statements) attached to this schedule			0.00
Total miscellaneous expenses			42,000.00
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 14.)			96,447.23

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo Vacanti

Schedule J, Part A - Funeral Expenses

<u>Item number</u>	<u>Description</u>	<u>Amount</u>
1	Heafey-Heafey-Hoffman-Dworak-Cutler West Center Chapel	22,852.48
2	Heafey-Heafey-Hoffman-Dworak-Cutler for monument	8,244.75
3	Catholic Cemeteries - Perpetual Care Fee	350.00

TOTAL. (Carry forward to main schedule) 31,447.23

Estate of: Milo Vacanti

SCHEDULE K—Debts of the Decedent, and Mortgages and Liens

► Use Schedule PC to make a protective claim for refund due to a claim not currently deductible.
For such a claim, report the expense on Schedule K but without a value in the last column.

	Yes	No
Are you aware of any actual or potential reimbursement to the estate for any debt of the decedent, mortgage, or lien claimed as a deduction on this schedule?		
If "Yes," attach a statement describing the items subject to potential reimbursement. (see instructions)		
Are any of the items on this schedule deductible under Reg. section 20.2053-4(b) and Reg. section 20.2053-4(c)?		
If "Yes," attach a statement indicating the applicable provision and documenting the value of the claim.		

Item number	Debts of the Decedent—Creditor and nature of debt, and allowable death taxes	Amount
	See schedule attached	
Total from continuation schedules (or additional statements) attached to this schedule		16,795,584.92
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 15.)		16,795,584.92

Item number	Mortgages and Liens—Description	Amount
Total from continuation schedules (or additional statements) attached to this schedule		0.00
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 16.)		0.00

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo Vacanti

Schedule K, Part 1 - Debts of the Decedent

Item number	Description	Amount
1	Visiting Nurse Association - personal care attendant services	129.00
2	Heart Consultants	64.88
3	Methodist Physicians Clinic	5.04
4	50% of loans owed on KV Joint Venture real property	3,666,508.00
5	50% of loans owed on V&R Joint Venture real property	4,177,367.50
6	50% of loans owed on Tregaron Town Center	321,195.50
7	50% of loans owed on Lakeside Apartments L	7,019,635.50
8	50% of loans owed on MCV1, LLC	774,429.50
9	37.5% of loans owed on VRB Company	161,250.00
10	50% of loans owed on VRR Joint Venture Lot 43	675,000.00

TOTAL. (Carry forward to main schedule)

16,795,584.92

MILO P. VACANTI (DOD: 10-15-12)

NEBRASKA INHERITANCE TAX WORKSHEET ATTACHMENT

Asset Allocation

Gross Estate \$26,779,866.23

Spousal

Joint tenancy with Spouse \$ 2,869,818.60

Life Estate \$562,534.40

Balance of Estate \$18,790,047.63

Gross to Spouse \$22,222,400.63

Remainder to Children

Family Trust \$5,120,000.00

Life Estate Factor (DOB: 7-14-1935, Age 77)x .10987

Life Estate Amount to Spouse \$562,534.40

Life Estate Remainder to Children \$ 4,557,465.60

Number of Children / 3

Gross estate to each child \$ 1,519,155.20

Calculation of Balance of Estate to Spouse

Gross Estate \$26,779,866.23

Joint tenancy with Spouse (\$2,869,818.60)

Family Trust (\$5,120,000.00)

Balance of Estate \$18,790,047.63

**FILED
COUNTY COURT
PROBATE DIVISION**

SEP 26 2013

By: Leslie Douglas
Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

In the Matter of)	PR 13-25
)	
MILO P. VACANTI, Deceased)	
)	
)	ORDER ALLOWING PAYMENT OF
)	TENTATIVE NEBRASKA INHERITANCE
)	TAX

Upon consideration of the evidence and the Application for Payment of Tentative Inheritance Tax and all supporting documents, if any, filed herein and incorporated by reference, the Court Finds, Orders, and Determines that:

1. Notice has been given to or duly waived by all persons interested in the estate or property of the deceased.
2. The County Attorney in which the property described in the Petition is located has executed and filed with this Court a Waiver of Notice to show cause, or of time and place of hearing, and has entered a Voluntary Appearance on behalf of the County and State of Nebraska.
3. The values set forth in the of Application for Payment of Tentative Inheritance Tax, and the Inheritance Tax Worksheet accurately reflect the total clear market value of the assets listed therein subject to Nebraska inheritance tax, and that all deductions, credits, allowances, exemptions, and contributions by survivors to jointly-owned property claimed therein, if any, are proper and are hereby allowed.
4. Inheritance tax is hereby assessed against the following-named parties in the amounts specified:

BENEFICIARY	TAX DUE
Barbara M. Vacanti	\$0.00
Milo Paul Vacanti, Jr.	\$14,791.55
Leslie Donley	\$14,791.55
Courtney Birnstihl	\$14,791.55

and that the tax is apportioned to the following counties:



FILED
COUNTY COURT
PROBATE DIVISION

SEP 27 2013

 By: Leslie Douglas
 Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

COUNTY	INHERITANCE TAX DUE
Douglas	\$ 44,374.65
Total	<u>\$ 44,374.65</u>

and is drawing interest at the legal rate prescribed by law commencing October 15, 2013, (12 months after date of death). The lien of Nebraska inheritance tax shall cease upon payment of the amount of tax as finally determined herein to be due with respect to property described in this proceeding.

5. Court costs are due herein in the amount of \$_____.

Dated: 9/27/13, 2013.

BY THE COURT: *O. B. Johnson*

[Signature]

County Judge

Prepared and Submitted by:

Nick R. Taylor (#16695)
Fitzgerald, Schorr, Barmettler & Brennan, P.C.
200 Regency One, 10050 Regency Circle
Omaha, Nebraska 68114-3794
Telephone (402) 342-1000

FILED
COUNTY COURT
PROBATE DIVISION

SEP 27 2013

By: Leslie Douglas
Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

Law Offices
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
200 Regency One, 10050 Regency Circle, Omaha, Nebraska 68114-3794
(402) 342-1000

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

In the Matter of the Estate of) PR 13-25
)
MILO P. VACANTI,) RECEIPT FOR INHERITANCE TAX
) PAYMENT
Deceased.)
)
)

**** DUPLICATE ****

DOUGLAS COUNTY

TREASURER ACCOUNTING

Date: 9/17/2013 11:22 AM
Batch:66135 DO44DN2
TR:14 Receipt #:04154516
Estate of: MILO P VACANTI
PR/P: 13 / 25 DOD: 10152012
HOLD ORIGINAL RECEIPT FOR PICKUP

Is there a Court Order? NO
BALANCE OWED? UNKNOWN

Inherit Tx Principle \$44,374.65
Payment Total: \$44,374.65
=====
Transaction Total: \$44,374.65
Check Tendered : \$44,374.65

Prepared and Submitted by:

Nick R. Taylor (#16695)
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
200 Regency One, 10050 Regency Circle
Omaha, Nebraska 68114-3794
(402) 342-1000

Douglas County Attorney will
Prosecute Returned Checks

**** DUPLICATE ****

Certificate of Service

I hereby certify that on Thursday, November 21, 2013 I provided a true and correct copy of the Receipt to the following:

Mutual of Omaha Bank service method: No Service

Vacanti,Milo,P, service method: No Service

Signature: /s/ Taylor,Nick,R (Bar Number: 16695)

Law Offices
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114
(402) 342-1000

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

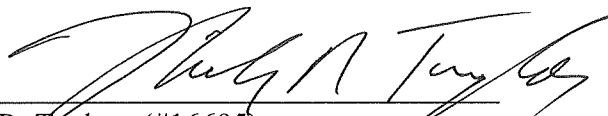
IN THE MATTER OF THE ESTATE OF) CASE NO. PR 13-25
)
MILO P. VACANTI,)
) MOTION FOR CONTINUANCE
Deceased.)
)
)

COMES NOW the undersigned, and hereby requests a six-month continuance of the hearing set for June 18, 2014 to close this Estate. In support of this Motion, the undersigned advises this Court that a tentative inheritance tax determination was previously filed and the tax was timely paid. The undersigned and the Personal Representative are currently working on the final inheritance tax documents now that all appraisals have been completed and all assets have been confirmed. In addition, this Estate has filed a federal estate tax return and therefore needs to remain open to allow the Personal Representative of the Estate to have authority to deal with any audit or questions from the IRS pending receipt of a closing letter from the IRS for the federal estate tax return.

WHEREFORE, for the above reasons, the undersigned respectfully requests that the hearing set for June 18, 2014 be continued for six months or for such other time as this Court might allow for further advising the court and/or closing the Estate.

Dated this 22nd day of May 2014.

BARBARA M. VACANTI, Personal
Representative

By: 
Nick R. Taylor (#16695)
For: FITZGERALD, SCHORR, BARMETTLER &
BRENNAN, P.C., L.L.O.
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114
(402) 342-1000 (402) 342-1025 fax
Her Attorneys

Certificate of Service

I hereby certify that on Friday, May 23, 2014 I provided a true and correct copy of the Motion to the following:

Vacanti,Milo,P, service method: No Service

Mutual of Omaha Bank service method: No Service

Signature: /s/ Taylor,Nick,R (Bar Number: 16695)

Law Offices
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
200 Regency One, 10050 Regency Circle, Omaha, Nebraska 68114-3794
(402) 342-1000

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

In the Matter of the Estate of)	PR 13-25
)	
MILO P. VACANTI,)	PETITION FOR DETERMINATION OF
)	FINAL INHERITANCE TAX
Deceased.)	
)	Judge Joseph P. Caniglia
)	

PETITIONER STATES:

1. Name of Decedent: Milo P. Vacanti
Decedent Died: Testate
Date of Death: October 15, 2012
Domicile at Date of Death: Douglas County, Nebraska
2. The Petitioner, Barbara M. Vacanti, is the spouse of the Decedent and Personal Representative of the Estate of Milo P. Vacanti, and has a legal interest in the property involved in the Determination of Inheritance Tax herein.
3. Decedent did not during Decedent's lifetime convey any property in trust or otherwise in contemplation of death or intended to take effect in possession or enjoyment after death, and no person became entitled to any property by reason of the death of the Decedent except as alleged herein.
4. The Inheritance Tax Worksheet, attached as Exhibit A and incorporated by reference, states the clear market value of all assets of the Decedent, subject to Nebraska inheritance tax, the proper deductions and correct computation of the Nebraska Inheritance Tax,

which should be determined and assessed as stated therein, and the Worksheet is incorporated by this reference.

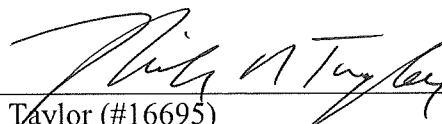
5. All persons against whom an inheritance tax may be assessed are either a Petitioner or have executed a waiver of notice upon them to show cause, or to the time and place of hearing, and have entered a voluntary appearance.

6. The County Attorney in which the property described in this Petition is located has executed a Waiver of Notice to show cause, or of the time and place of hearing, and has entered a Voluntary Appearance in such proceedings on behalf of the County and State of Nebraska.

WHEREFORE, the Petitioner prays that the Court dispense with giving of any further notice as provided by law, and upon hearing, without delay, determine the clear market value of all assets of the Decedent and determine the amount of Nebraska Inheritance Tax, and order that any potential lien of the Nebraska Inheritance Tax be extinguished upon payment of the tax.

Dated: July 7 2014.

BARBARA M. VACANTI, Petitioner

By: 
Nick R. Taylor (#16695)
Fitzgerald, Schorr, Barmettler &
Brennan, P.C., L.L.O.
200 Regency One, 10050 Regency Circle
Omaha, Nebraska 68114-3794
Telephone (402) 342-1000
Her Attorneys

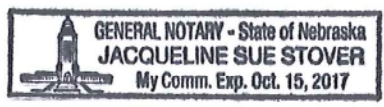
STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

Barbara M. Vacanti, first duly sworn upon oath, deposes and says that, as the Petitioner named in the above Petition, Petitioner has read the Petition, knows its contents, and that the facts stated in the Petition are accurate and complete to the best of Petitioner's knowledge and belief.

Barbara M. Vacanti

Barbara M. Vacanti
11205 John Galt Blvd.
Omaha, NE 68137

SUBSCRIBED AND SWORN to before me on June 17, 2014.



Jacqueline Sue Stover
Notary Public

Certificate of Service

I hereby certify that on Monday, July 14, 2014 I provided a true and correct copy of the Pet-Determination of Inheritance Tax to the following:

Vacanti,Milo,P, service method: No Service

Mutual of Omaha Bank service method: No Service

Signature: /s/ Taylor,Nick,R (Bar Number: 16695)

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF)

PR 13-25

MILO P. VACANTI, Deceased)

FINAL INHERITANCE TAX WORKSHEET
 VOLUNTARY APPEARANCE AND WAIVER
 OF NOTICE
 Judge Joseph P. Caniglia

Date of Death: October 15, 2012)

1	Schedule A, Real Estate (or Total of Short Form Inventory Value if Separate Schedules not Filed)			
2	Schedule B, Stocks and Bonds	15,141.18	Clear Market Value at Date of Death	
3	Schedule C, Mortgages, Notes and Cash			
4	Schedule D, Life Insurance Payable to Estate			
5	Schedule E, Jointly Owned Property	2,869,818.60		
6	Schedule F, Other Miscellaneous Property	7,224,225.00		
7	Schedule G, Transfers During Lifetime (Include Section 77-2002(2) gifts)	1,117,484.00		
8	Schedule H, Powers of Appointment (See Section 77-2009 for Taxability)			
9	Schedule I, Annuities			
10	Total Clear Market Value (Total of lines 1 through 9) or Total Inventory Value	11,226,668.78		
11	Contribution by Surviving Joint Tenant (Explanation Attached)			
12	Gross Estate (Line 10 Minus Line 11)			11,226,668.78
ALLOWANCES & EXEMPT PROPERTY, SECTIONS 30-2322 TO 30-2325 & DEDUCTIONS, SECTION 77-2018.04				
13	Homestead Allowance (Maximum \$20,000)		Allowances	
14	Exempt Property (Maximum \$12,500)			
15	Family Maintenance Allowance (Maximum \$20,000 Without Court Order)			
16	Total Allowances & Exempt Property (Total of Lines 13 Through 15)		0.00	
17	Cost of Funeral, Including Interment and Marker	31,447.23	Include Only to Extent Paid From, Chargeable to or Paid With Respect to Property Subject to Nebraska Inheritance Tax	
18	Attorney Fees and Expenses	20,000.00		
19	Personal Representative Fees			
20	Court Costs and Recording Fees	67.00		
21	Publication Costs	40.85		
22	Bond			
23	Other Administration Expenses (Schedule J or Other Schedule Attached) (real estate & business valuations & accountant estimated fees)	82,383.60		
24	Non-Probate Property Expense			
25	Predeath Debts Not Otherwise Listed (Schedule K or Other Schedule Attached)			
26	Total Deductions (Total of Lines 17 Through 25)			133,938.68
MARITAL EXEMPTION, SECTION 77-2004				
This is Total of Spouse's Actual Share less Homestead Allowance, Exempt Property, and Family Allowance Together with Claims and Administration Expenses Which are Paid Out of the Interest of the Surviving Spouse				
27	Interest of Spouse in Decedent's Joint Property	2,869,818.60	Marital Exemption	
28	Interest of Spouse in Decedent's Probate Estate	3,665,445.90		
29	Interest of Spouse in Decedent's Other Property			
30	Total of Spouse's Actual Share (Total of Lines 27 Through 29)			6,535,264.50
FEDERAL ESTATE TAX DEDUCTION, SECTION 77-2018.04(5), CHARITABLE EXEMPTION SECTION 77-2007.03 & .04				
31	Gross Estate plus Adjusted Taxable Gifts (From Federal Estate Tax Return)		Federal Estate Tax Allocation	
32	Total of Line 31 Not Subject to Nebraska Inheritance Tax			
33	Total of Line 31 Subject to Nebraska Inheritance Tax (Line 31 minus Line 32)	0.00		
34	Factor (Line 33 Divided by Line 31 carried to four places)	0.0000		
35	Federal Estate Tax Paid (From Form 706)		0.00	
36	Federal Estate Tax Paid Attributable to Property Subject to Nebraska Inheritance (Line 34 Multiplied by Line 35)			
37	Governmental, Religious, and Charitable Gifts		6,669,203.18	
38	Total Deductions and Exemptions (Sum of Line 16 Plus Line 26 Plus Line 30 Plus Line 36 Plus Line 37)			
39	Net Value of Property Subject to Nebraska Inheritance Tax (Line 12 Minus Line 38)			4,557,465.60
TENTATIVE INHERITANCE TAX PAID AND CREDIT FROM ESTATES OF PRIOR DECEDENTS, SECTION 77-2018.06				
	Total Inheritance Tax Credit Due Estate of this Decedent (Explanation Attached)			
	Tentative Inheritance Tax Previously Paid in this Estate			

NEBRASKA INHERITANCE TAX COMPUTATION

	Page 1 & Beneficiary Totals	Difference From Page 1 Total to Adjust	Beneficiary Number	1	2	3
			Beneficiary Name	Barbara M. Vacanti	Milo Paul Vacanti, Jr.	Leslie Donley
			Beneficiary Relationship	Spouse	Son	Daughter
			Class (Insert Spouse, 1, 2, 3, or Charitable)	Spouse	1	1
12	11,226,668.78	0.00	Gross Estate	6,669,203.18	1,519,155.20	1,519,155.20
16	0.00	0.00	Allowances & Exempt Property			
26	133,938.68	0.00	Deductions	133,938.68		
30	6,535,264.50	0.00	Marital Exemption	6,535,264.50		
36	0.00	0.00	Federal Estate Tax			
37	0.00	0.00	Charitable			
39	4,557,465.60	0.00	Net Value	0.00	1,519,155.20	1,519,155.20
	120,000.00		Exemption	0.00	40,000.00	40,000.00
	4,437,465.60		Taxable Amount	0.00	1,479,155.20	1,479,155.20
40	44,374.65		Tentative Tax	0.00	14,791.55	14,791.55
41	0.00		Tax Credit From Prior Estate	0.00	0.00	0.00
42	0.00	-44,374.65	Tentative Inheritance Tax Previously Paid		14,791.55	14,791.55
43	0.00		Tax Due	0.00	0.00	0.00
	0.00		<< Total Of Inheritance Tax Credit From Prior Estates, Must Equal or Exceed Line 41 Allocation of Credit			

Class 1: Parents, grandparents, siblings, lineal descendants, and spouses of any of these. /// Class 2: Uncles and aunts, nephews and nieces, or lineal descendants or spouses of such relatives. /// Class 3: All others. /// Note: The relatives of decedent's current spouse and of a former spouse of the decedent to whom the decedent was married at the death of the former spouse have the same relationship as if relatives of decedent.

Beneficiary Number	4	5	6	7	8	9
Beneficiary Name	Courtney Birnstihl					
Beneficiary Relationship	Daughter					
Class (1, 2, 3, or Charitable)	1					
Gross Estate	1,519,155.20					
Allowances & Exempt Property						
Deductions						
Federal Estate Tax						
Charitable						
Net Value	1,519,155.20	0.00	0.00	0.00	0.00	0.00
Exemption	40,000.00	0.00	0.00	0.00	0.00	0.00
Taxable Amount	1,479,155.20	0.00	0.00	0.00	0.00	0.00
40 Tentative Tax	14,791.55	0.00	0.00	0.00	0.00	0.00
41 Tax Credit From Prior Estate	0.00	0.00	0.00	0.00	0.00	0.00
42 Tentative Tax Paid	14,791.55					
43 Tax Due	0.00	0.00	0.00	0.00	0.00	0.00

Inheritance tax rates on taxable amount: Class 1, \$40,000 exemption, balance is taxed at 1% /// Class 2, \$15,000 exemption, balance is taxed at 13% /// Class 3, \$10,000 exemption, balance is taxed at 18%. This schedule is for deaths on or after January 1, 2008.

NEBRASKA INHERITANCE TAX APPORTIONMENT, SECTION 77-2014

County	Allocation of Gross Estate		Nebraska Inheritance Tax Due			
	Gross Estate in County	Percent of Gross Estate	Tentative Tax Due	Inheritance Tax Credit Allowed	Tentative Tax Previously Paid	Inheritance Tax Due
Douglas	11,226,668.78	100.0000%	44,374.65	0.00	44,374.65	0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
		0.0000%	0.00	0.00		0.00
12	Gross Estate	11,226,668.78				
40	Tentative Inheritance Tax Due (Must Equal Line 40 Above)		44,374.65			
41	Inheritance Tax Credit Allowable (See Note)			0.00		
42	Tentative Inheritance Tax Previously Paid (Total Must Equal Line 42 Above)				44,374.65	
43	Nebraska Inheritance Tax Due (Total Must Equal Line 43 Above)					0.00

Note: The total inheritance tax credit from prior estates may exceed the amount which is allocated and actually deductible. Because it is allocated to beneficiaries pro rata on a gross estate basis, a low

tax rate beneficiary or charitable beneficiary may be allocated credit in excess of any tax due.

		YES	NO
44	Have copies of the Inventory, Schedules or other itemization of property reflecting the clear market value of each asset been delivered to the County Attorney(s)?	X	
45	If a Federal Estate Tax Return, Form 706, is filed, has the estate returned the clear market value of all property in the estate as reflected above to be the same as the values for federal estate tax purposes?	X	
46	Petitioner agrees that if the federal estate tax values are adjusted, the estate will notify the respective County Attorney(s) and, if requested, redetermine the inheritance tax values to be the same as the values as finally determined for federal estate tax purposes and pay the additional inheritance tax, if any, regardless of a prior order determining the inheritance tax	X	
47	Are all gifts or transfers for less than full and adequate consideration within three years prior to the date of death for which a federal gift tax return was required to be filed included in the inheritance tax calculation?	X	

I affirm I have read the foregoing Inheritance Tax Worksheet and to the best of my knowledge and belief the computation is based on the clear market value of the property received by each beneficiary and this Inheritance Tax Worksheet is correctly prepared.

Barbara M. Cacanti
Signature of Petitioner

Dated: 6-17-2014

Signature of Petitioner

Dated: _____

COUNTY ATTORNEY VOLUNTARY APPEARANCE AND WAIVER OF NOTICE FOR FINAL DETERMINATION OF INHERITANCE TAX

I, the undersigned (Deputy) County Attorney, hereby enter my voluntary appearance on behalf of the below designated County and the State of Nebraska in the above captioned proceeding and waive the service of notice upon me to show just cause, and furthermore waive all notice required by law of time and place of hearing for the determination of values of property for inheritance tax purposes and for the purpose of assessing inheritance tax, if any, due under the laws of the State of Nebraska. I have examined the foregoing Worksheet and have no objections thereto for inheritance tax purposes only.

Wink H. O. #21762
Deputy County Attorney

Douglas
County

7-8-14
Date

Deputy County Attorney

County

Date

Deputy County Attorney

County

Date

Estate of: Milo P. Vacanti

Decedent's social security number
507-28-1207

SCHEDULE B—Stocks and Bonds

(For jointly owned property that must be disclosed on Schedule E, see instructions.)

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last four columns.

Item number	Description, including face amount of bonds or number of shares and par value for identification. Give CUSIP number. If trust, partnership, or closely held entity, give EIN	Unit value	Alternate valuation date	Alternate value	Value at date of death
	See schedule attached				
Total from continuation schedules (or additional statements) attached to this schedule					15,141.18
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 2.)					15,141.18

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo P. Vacanti

507-28-1207

Schedule B - Stocks and Bonds

<u>Item number</u>	<u>Description</u>	<u>Unit value CUSIP/EIN</u>	<u>Alternate valuation date</u>	<u>Alternate value</u>	<u>Value at date of death</u>
1	Ameritrade investment account number ending 4826				4,955.41
2	Prudential Stock account number ending 8690	56.275			10,185.77

TOTAL. (Carry forward to main schedule)

15,141.18

Estate of: Milo P. Vacanti	Decedent's social security number 507-28-1207
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SCHEDULE E—Jointly Owned Property

(If you elect section 2032A valuation, you must complete Schedule E and Schedule A-1.)

PART 1. Qualified Joint Interests—Interests Held by the Decedent and His or Her Spouse as the Only Joint Tenants (Section 2040(b)(2))

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last three columns.

Item number	Description. For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	Alternate valuation date	Alternate value	Value at date of death
1	First National Bank Checking Account number ending 0246 (owned jointly with spouse, Barbara Vacanti)			17,575.60
2	FW Bank Certificate number ending 498 (owned jointly with spouse, Barbara Vacanti) (estimated)			1,264,813.00
Total from continuation schedules (or additional statements) attached to this schedule . . .				1,587,430.00
1a	Totals	1a		2,869,818.60
1b	Amounts included in gross estate (one-half of line 1a)	1b		1,434,909.30

PART 2. All Other Joint Interests

2a State the name and address of each surviving co-tenant. If there are more than three surviving co-tenants, list the additional co-tenants on an attached sheet.

Name	Address (number and street, city, state, and ZIP code)
A.	
B.	
C.	

Item number	Enter letter for co-tenant	Description (including alternate valuation date if any). For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	Percentage includible	Includible alternate value	Includible value at date of death
Total from continuation schedules (or additional statements) attached to this schedule . . .					0.00
2b	Total other joint interests		2b		0.00
3	Total includible joint interests (add lines 1b and 2b). Also enter on Part 5—Recapitulation, page 3, at item 5		3		1,434,909.30

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo P. Vacanti

507-28-1207

Schedule E, Part 1 - Qualified Joint Interests

Item number	Description	Unit value CUSIP/EIN	Alternate valuation date	Alternate value	Value at date of death
3	FW Bank Demand Certificate number ending 368 (owned jointly with spouse, Barbara Vacanti) (estimated)				1,137,400.00
4	FW Bank Certificate number ending 219 (owned jointly with spouse, Barbara Vacanti) (estimated)				272,549.00
5	First National Bank Savings account number ending 2320 (owned jointly with spouse, Barbara Vacanti)				67,724.00
6	Charles Schwab investment account number ending 2859 (owned jointly with spouse, Barbara Vacanti)				109,757.00

TOTAL. (Carry forward to main schedule)

1,587,430.00

Estate of: Milo P. Vacanti	Decedent's social security number 507-28-1207
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SCHEDULE G—Transfers During Decedent's Life

(If you elect section 2032A valuation, you must complete Schedule G and Schedule A-1.)

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last three columns.

Item number	Description. For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	Alternate valuation date	Alternate value	Value at date of death
A.	Gift tax paid or payable by the decedent or the estate for all gifts made by the decedent or his or her spouse within 3 years before the decedent's death (section 2035(b))	X X X X X		
B.	Transfers includible under section 2035(a), 2036, 2037, or 2038: See schedule attached			
Total from continuation schedules (or additional statements) attached to this schedule				1,117,484.00
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 7.)				1,117,484.00

SCHEDULE H—Powers of Appointment

(Include "5 and 5 lapsing" powers (section 2041(b)(2)) held by the decedent.)
(If you elect section 2032A valuation, you must complete Schedule H and Schedule A-1.)

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last three columns.

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
Total from continuation schedules (or additional statements) attached to this schedule .				0.00
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 8.)				0.00

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo P. Vacanti

507-28-1207

Schedule G - Transfers During Decedent's Life

Item number	Description	Alternate valuation date	Alternate value	Value at date of death
1	FW Bank Certificate number ending 455 (owned by Milo P. Vacanti Revocable Trust)			56,526.00
2	FW Bank Certificate number end 460 (owned by Milo P. Vacanti Revocable Trust)			46,451.00
3	FW Bank Certificate number ending 646 (owned by Milo P. Vacanti Revocable Trust)			54,507.00
4	Pinnacle Bank CD (owned by Milo P. Vacanti Revocable Trust)			480,000.00
5	Mutual of Omaha CD (owned by Milo P. Vacanti Revocable Trust)			240,000.00
6	Mutual Federal CD (owned by Milo P. Vacanti Revocable Trust)			240,000.00

TOTAL. (Carry forward to main schedule)

1,117,484.00

Estate of: Milo P. Vacanti Decedent's social security number
507-28-1207

SCHEDULE J—Funeral Expenses and Expenses Incurred in Administering Property Subject to Claims

► Use Schedule PC to make a protective claim for refund due to an expense not currently deductible.
For such a claim, report the expense on Schedule J but without a value in the last column.

Note. Do not list expenses of administering property not subject to claims on this schedule. To report those expenses, see instructions.

If executors' commissions, attorney fees, etc., are claimed and allowed as a deduction for estate tax purposes, they are not allowable as a deduction in computing the taxable income of the estate for federal income tax purposes. They are allowable as an income tax deduction on Form 1041, U.S. Income Tax Return for Estates and Trusts, if a waiver is filed to forgo the deduction on Form 706 (see Instructions for Form 1041).

Are you aware of any actual or potential reimbursement to the estate for any expense claimed as a deduction on this schedule? Yes No
 If "Yes," attach a statement describing the expense(s) subject to potential reimbursement. (see instructions)

Item number	Description	Expense amount	Total amount
	A. Funeral expenses:		
	See schedule attached		
Total funeral expenses			31,447.23

B. Administration expenses:

1 Executors' commissions—amount estimated / agreed upon / paid. (Strike out the words that do not apply.)	
2 Attorney fees—amount estimated known / paid . (Strike out the words that do not apply.) ..	20,000.00
3 Accountant fees—amount estimated known / paid . (Strike out the words that do not apply.) ..	3,000.00

Item number	Description	Expense amount	Total amount
	4 Miscellaneous expenses:		
4	BKD CPAs & Advisors for business valuations	60,283.60	
5	Mitchell & Associate for real estate appraisals	8,100.00	
6	Knudson Appraisal Service for real estate appraisals	7,000.00	
7	C. Mustoe Appraisals for real estate appraisals	4,000.00	
Total miscellaneous expenses from continuation schedules (or additional statements) attached to this schedule			0.00
Total miscellaneous expenses			79,383.60
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 14.)			133,830.83

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo P. Vacanti

507-28-1207

Schedule J, Part A - Funeral Expenses

<u>Item number</u>	<u>Description</u>	<u>Amount</u>
1	Heafey-Heafey-Hoffman-Dworak-Cutler West Center Chapel	22,852.48
2	Heafey-Heafey-Hoffman-Dworak-Cutler for monument	8,244.75
3	Catholic Cemeteries - Perpetual Care Fee	350.00

TOTAL. (Carry forward to main schedule)

31,447.23

MILO P. VACANTI (DOD: 10-15-12)

NEBRASKA INHERITANCE TAX WORKSHEET ATTACHMENT

Asset Allocation

Gross Estate \$11,226,668.78

Spousal

Joint tenancy with Spouse	\$ 2,869,818.60	to page 1, line 27
Special Bequests to Spouse	\$0.00	
Life Estate	\$562,534.40	per below * to page 1, line 28
Balance of Estate	\$3,236,850.18	per below **to page 1, line 28
Gross to Spouse	\$ 6,669,203.18	

***Calculation of Spousal Life Estate**

Family Trust	\$5,120,000.00	Estate Tax Exemption
Life Estate Factor (Age 77)	x .10987	
Life Estate Amount to Spouse	\$562,534.40	

Calculation of Per Child Remainder Interest

Life Estate Remainder to Children	\$ 4,557,465.60	
Number of Children	/ 3	
Gross estate to each child	\$ 1,519,155.20	to page 2, line 12

****Calculation of Estate Balance (Marital Bequest)**

Gross Estate	\$11,226,668.78
Joint tenancy with Spouse	(\$2,869,818.60)
Family Trust	(\$5,120,000.00)
Balance of Estate	\$3,236,850.18

Estate of: Milo P. Vacanti

Decedent's social security number
507-28-1207

SCHEDULE F—Other Miscellaneous Property Not Reportable Under Any Other Schedule

(For jointly owned property that must be disclosed on Schedule E, see instructions)
(If you elect section 2032A valuation, you must complete Schedule F and Schedule A-1.)

Note. If the value of the gross estate, together with the amount of adjusted taxable gifts, is less than the basic exclusion amount and the Form 706 is being filed solely to elect portability of the DSUE amount, consideration should be given as to whether you are required to report the value of assets eligible for the marital or charitable deduction on this schedule. See the instructions and Reg. section 20.2010-2T(a)(7)(ii) for more information. If you are not required to report the value of an asset, identify the property but make no entries in the last three columns.

	Yes	No
1 Did the decedent own any works of art, items, or any collections whose artistic or collectible value at date of death exceeded \$3,000? If "Yes," submit full details on this schedule and attach appraisals.		X
2 Has the decedent's estate, spouse, or any other person received (or will receive) any bonus or award as a result of the decedent's employment or death? If "Yes," submit full details on this schedule.		X
3 Did the decedent at the time of death have, or have access to, a safe deposit box? If "Yes," state location, and if held jointly by decedent and another, state name and relationship of joint depositor.		X

If any of the contents of the safe deposit box are omitted from the schedules in this return, explain fully why omitted.

Item number	Description. For securities, give CUSIP number. If trust, partnership, or closely held entity, give EIN	Alternate valuation date	Alternate value	Value at date of death
1	V & R Joint Venture -- appraisal prepared but information incorporated into the appraisals of its owners Vacanti & Randazzo Construction Company and V & R Company below			0.00
2	Miscellaneous household goods and furnishings and personal property			20,000.00
3	26% owner of Vacanti & Randazzo Contractors, Inc. (appraised value)			60,900.00
4	50% owner of MCV2, L.L.C. (appraised value - negative net assets)			0.00
5	49.50% owner of Lakeside Hills Apartments, Ltd. (appraised value - negative asset value)			0.00
6	50% owner of MCV1 L.L.C. (appraised value)			198,000.00
7	50% owner of KV Company (appraised value)			2,188,000.00
Total from continuation schedules (or additional statements) attached to this schedule				4,757,325.00
TOTAL. (Also enter on Part 5—Recapitulation, page 3, at item 6.)				7,224,225.00

(If more space is needed, attach the continuation schedule from the end of this package or additional statements of the same size.)

Estate of: Milo P. Vacanti

507-28-1207

Schedule F - Miscellaneous Property

Item number	Description	Unit value CUSIP/EIN	Alternate valuation date	Alternate value	Value at date of death
8	50% owner of K.V. Corp (appraised value)				1,791,000.00
9	50% owner of VRB Company (appraised value)				38,325.00
10	39.68635% owner of Vacanti & Randazzo Construction Company (appraised value)				1,627,000.00
11	50% owner of V & R Company (appraised value)				1,301,000.00

TOTAL. (Carry forward to main schedule)

4,757,325.00

Certificate of Service

I hereby certify that on Monday, July 14, 2014 I provided a true and correct copy of the Inheritance Tax Worksheet/Voluntary Appear./Waiver of Notice to the following:

Vacanti,Milo,P, service method: No Service

Mutual of Omaha Bank service method: No Service

Signature: /s/ Taylor,Nick,R (Bar Number: 16695)

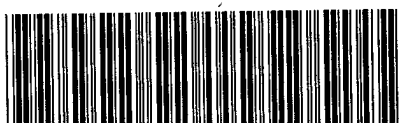
Law Offices
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
200 Regency One, 10050 Regency Circle, Omaha, Nebraska 68114-3794
(402) 342-1000

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

In the Matter of the Estate of) PR 13-25
)
MILO P. VACANTI,) ORDER DETERMINING AND ASSESSING
) FINAL INHERITANCE TAX
Deceased.) D.O.D. 10-15-2012
)
) Judge Joseph P. Caniglia
)

Upon consideration of the evidence and the Petition for Determination of Inheritance Tax and all supporting documents, if any, filed herein and incorporated by reference, the Court Finds, Orders, and Determines that:

1. Notice has been given to or duly waived by all persons interested in the estate or property of the deceased.
2. The County Attorney of each county in which the property described in the Petition is located has executed and filed with this Court a Waiver of Notice to show cause, or of time and place of hearing, and has entered a Voluntary Appearance on behalf of the County and State of Nebraska.
3. The values set forth in the Petition for Determination of Inheritance Tax, and the Inheritance Tax Worksheet accurately reflect the total clear market value of the assets listed therein subject to Nebraska inheritance tax, and that all deductions, credits, allowances, exemptions, and contributions by survivors to jointly-owned property claimed therein, if any, are proper and are hereby allowed.



P00303207C01

FILED
COUNTY COURT
PROBATE DIVISION
JUL 15 2014
By: Leslie Douglas
Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

4. Inheritance tax is hereby assessed against the following-named parties in the amounts specified:

BENEFICIARY	TAX DUE
Barbara M. Vacanti	\$0
Milo Paul Vacanti, Jr.	\$14,791.55
Leslie Donley	\$14,791.55
Courtney Birnstihl	\$14,791.55
TOTAL:	\$44,374.65

and that the tax is apportioned to the following county:

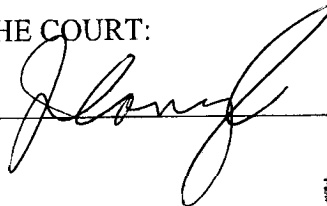
COUNTY	INHERITANCE TAX DUE
Douglas	\$44,374.65
Total	<hr/> <hr/> \$44,374.65

and is drawing interest at the legal rate prescribed by law commencing October 15, 2013, (12 months after date of death). The lien of Nebraska inheritance tax shall cease upon payment of the amount of tax as finally determined herein to be due with respect to property described in this proceeding.

5. Court costs are due herein in the amount of \$_____.

Dated 7/15, 2014.

BY THE COURT:



Prepared and Submitted by:

Nick R. Taylor (#16695)
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
200 Regency One, 10050 Regency Circle
Omaha, Nebraska 68114-3794
(402) 342-1000

FILED
DOUGLAS COUNTY COURT
PROBATE DIVISION
JUL 15 2014
By: Lois Douglas
Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

FILED
COUNTY COURT
PROBATE DIVISION
SEP 27 2013
by: Leslie Douglas
Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA

13-25

DOUGLAS COUNTY

TREASURER ACCOUNTING

Date: 9/17/2013 11:22 AM
Batch:66135 D044DN2
TR:14 Receipt #:04154516
Estate of: MILO P VACANTI
PR/P: 13 / 25 DOD: 10152012
HOLD ORIGINAL RECEIPT FOR PICKUP

Is there a Court Order? NO
BALANCE OWED? UNKNOWN

Inherit Tx Principle \$44,374.65

Payment Total: \$44,374.65

Transaction Total: \$44,374.65
Check Tendered : \$44,374.65

Douglas County Attorney will
Prosecute Returned Checks



P00315970C01

Law Offices
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114
(402) 342-1000

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

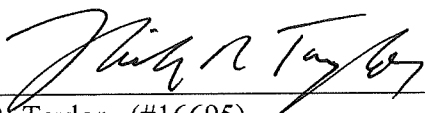
IN THE MATTER OF THE ESTATE OF) CASE NO. PR 13-25
)
MILO P. VACANTI,)
) MOTION FOR CONTINUANCE
Deceased.)
)

COMES NOW the undersigned, and hereby requests a six-month continuance of the hearing set for December 11, 2014 to close this Estate. In support of this Motion, the undersigned advises this Court that this Estate has filed a federal estate tax return and therefore needs to remain open to allow the Personal Representative of the Estate to have authority to deal with any audit or questions from the IRS pending receipt of a closing letter from the IRS for the federal estate tax return.

WHEREFORE, for the above reasons, the undersigned respectfully requests that the hearing set for December 11, 2014 be continued for six months or for such other time as this Court might allow for further advising the court and/or closing the Estate.

Dated this 9th day of December 2014.

BARBARA M. VACANTI, Personal
Representative

By: 
Nick R. Taylor (#16695)
For: FITZGERALD, SCHORR, BARMETTLER &
BRENNAN, P.C., L.L.O.
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114
(402) 342-1000 (402) 342-1025 fax
Her Attorneys

Certificate of Service

I hereby certify that on Tuesday, December 09, 2014 I provided a true and correct copy of the Motion for Continuance to the following:

Mutual of Omaha Bank service method: No Service

Vacanti,Milo,P, service method: No Service

Signature: /s/ Taylor,Nick,R (Bar Number: 16695)

Certificate of Service

I hereby certify that on Friday, April 03, 2015 I provided a true and correct copy of the Motion for Continuance to the following:

Vacanti,Milo,P, service method: No Service

Mutual of Omaha Bank service method: No Service

Signature: /s/ Taylor,Nick,R (Bar Number: 16695)

Law Offices
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114
(402) 342-1000

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF)

CASE NO. PR 13-25

MILO P. VACANTI,)

ORDER OF CONTINUANCE

Deceased.)

Judge Caniglia

The Court, upon consideration of the Motion for Continuance filed herein, does hereby order that the Personal Representative shall be allowed to continue the closing of this Estate until Dec 15 2015 at 9 AM.

Dated this 7 day of April 2015.

BY THE COURT:

[Signature]
County Judge

Prepared and Submitted by:

Nick R. Taylor (#16695)
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
10050 Regency Circle # 200
Omaha, Nebraska 68114-3794
(402) 342-1000
(402) 342-1025 fax

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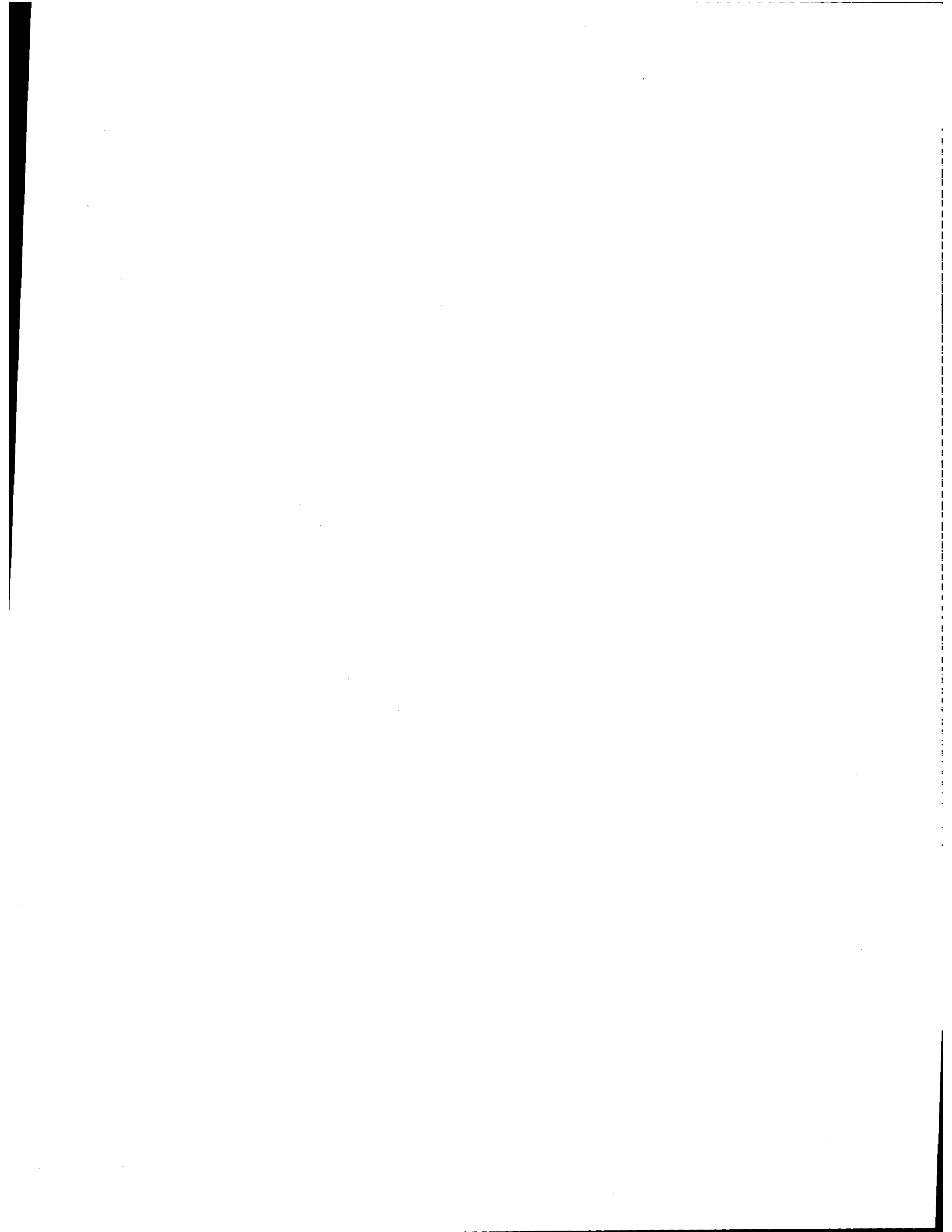


P00357409C01

FILED
COUNTY COURT
PROBATE DIVISION

APR 7 2015

By: Leslie Douglas
Clerk of Court
DOUGLAS COUNTY COURT
OMAHA, NEBRASKA



CERTIFICATE OF SERVICE

I, the undersigned, certify that on April 8, 2015, I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Nick R Taylor
ntaylor@fitzlaw.com



Date: April 8, 2015

BY THE COURT:

Heslie A. Douglas

CLERK

Law Offices
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114
(402) 342-1000

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

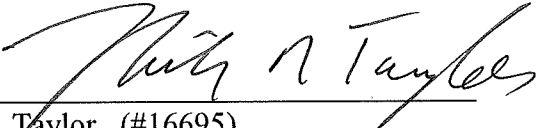
IN THE MATTER OF THE ESTATE OF) CASE NO. PR 13-25
)
MILO P. VACANTI,) MOTION FOR CONTINUANCE
)
Deceased.) (Judge Caniglia)
)

COMES NOW the undersigned, and hereby requests a six-month continuance of the hearing set for December 15, 2015 to close this Estate. In support of this Motion, the undersigned advises this Court that this Estate has filed a federal estate tax return and therefore needs to remain open to allow the Personal Representative of the Estate to have authority to deal with any audit or questions from the IRS as this office has not yet received a closing letter from the IRS for the federal estate tax return.

WHEREFORE, for the above reason, the undersigned respectfully requests that the hearing set for December 15, 2015 be continued for six months or for such other time as this Court might allow for further advising the court and/or closing the Estate.

Dated this 10th day of December, 2015.

BARBARA M. VACANTI, Personal
Representative

By: 
Nick R. Taylor (#16695)
For: FITZGERALD, SCHORR, BARMETTLER &
BRENNAN, P.C., L.L.O.
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114
(402) 342-1000 (402) 342-1025 fax
Her Attorneys

Certificate of Service

I hereby certify that on Thursday, December 10, 2015 I provided a true and correct copy of the Motion for Continuance to the following:

Mutual of Omaha Bank service method: No Service

Vacanti,Milo,P, service method: No Service

Signature: /s/ Taylor,Nick,R (Bar Number: 16695)

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

Milo P Vacanti, Deceased

Printed on 12/15/2015 at 10:26

Room 01C32

Case ID: PR 13 25

Page 1

Decision Date 12/15/2015

A P P E A R A N C E S

Judge	Darryl R Lowe	Appeared
Claimant	Mutual of Omaha Bank	Did NOT Appear
Personal Representative	Barbara M Vacanti	Did NOT Appear
Counsel	Nick R Taylor	Did NOT Appear

H E A R I N G

Hearing held on Motion to Cont.
 Motion is granted.
 See separate Order(s).
 Motion for cont. filed again. Seeking 6 months.
 Awaiting federal estate tax return. Matter cont.

N O T I C E O F H E A R I N G S

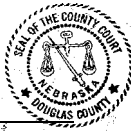
Case continued to 4/27/2016 at 9:00 AM
 in County Courtroom 32 for Hearing - To Close

IT IS SO ORDERED.

Hon.



 Darryl R Lowe



12/15/2015

 Date

CV

 Bailiff

Tape Nos. Digital Recorder

CERTIFICATE OF SERVICE

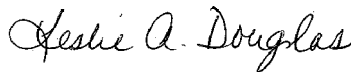
I the undersigned, certify that on December 15, 2015 I served a copy of the foregoing upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or E-mail:

Barbara M Vacanti
 2202 South 189th Circle
 Omaha, NE 68130

Nick R Taylor
 ntaylor@fitzlaw.com

Date: December 15, 2015

Signature: _____





COURT COPY

FILED BY
 Clerk of the Douglas County Court
 12/15/2015

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

Milo P Vacanti, Deceased

Printed on 4/27/2016 at 3:34

Room 01C31

Case ID: PR 13 25

Page 1

Decision Date 4/27/2016

A P P E A R A N C E S

Judge	Stephanie R Hansen	Appeared
Claimant	Mutual of Omaha Bank	Did NOT Appear
Personal Representative	Barbara M Vacanti	Did NOT Appear
Counsel	Nick R Taylor	Did NOT Appear

No Parties appeared.

H E A R I N G

In December, parties given additional time to close as they were awaiting federal estate tax return. No appearances, no motions. Show Cause to issue for closing.

N O T I C E O F H E A R I N G S

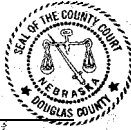
Case continued to 5/17/2016 at 1:30 PM on motion of the Court, in County Courtroom 31 for Show Cause Hrg - to Close Estate

IT IS SO ORDERED.

Hon.

Stephanie R Hansen

Stephanie R Hansen



4/27/2016

Date

Bailiff

Tape Nos. DIGITAL RECORDING

CERTIFICATE OF SERVICE

I the undersigned, certify that on April 27, 2016 I served a copy of the foregoing upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or E-mail:

Barbara M Vacanti
2202 South 189th Circle
Omaha, NE 68130

Nick R Taylor
ntaylor@fitzlaw.com

Date: April 27, 2016

Signature: _____

Heslie A. Douglas



COURT COPY

FILED BY
Clerk of the Douglas County Court
04/27/2016

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

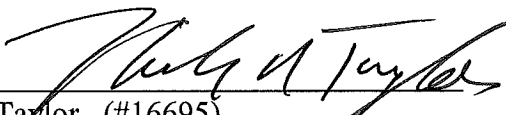
IN THE MATTER OF THE ESTATE OF) CASE NO. PR 13-25
)
MILO P. VACANTI,) MOTION FOR CONTINUANCE
)
Deceased.) (Judge Caniglia)
)

COMES NOW the undersigned, and hereby requests a six-month continuance of the hearing set for May 17, 2016 to close this Estate. In support of this Motion, the undersigned advises this Court that this Estate has filed a federal estate tax return and therefore needs to remain open to allow the Personal Representative of the Estate to have authority to deal with any audit or questions from the IRS as this office has not yet received a closing letter from the IRS for the federal estate tax return.

WHEREFORE, for the above reason, the undersigned respectfully requests that the hearing set for May 17, 2016 be continued for six months or for such other time as this Court might allow for further advising the court and/or closing the Estate.

Dated this 5th day of May, 2016.

BARBARA M. VACANTI, Personal Representative

By: 
Nick R. Taylor (#16695)
For: FITZGERALD, SCHORR, BARMETTLER &
BRENNAN, P.C., L.L.O.
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114
(402) 342-1000 (402) 342-1025 fax
Her Attorneys

Certificate of Service

I hereby certify that on Thursday, May 05, 2016 I provided a true and correct copy of the Motion for Continuance to the following:

Mutual of Omaha Bank service method: No Service

Vacanti,Milo,P, service method: No Service

Signature: /s/ Taylor,Nick,R (Bar Number: 16695)

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF) CASE NO. PR 13-25
)
MILO P. VACANTI,)
) AFFIDAVIT
) (Judge Hansen)
)
Deceased.)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

COMES NOW, the undersigned, and does hereby advise the Court as follows:

1. This firm represents Barbara Vacanti, Personal Representative of the Estate of Milo P. Vacanti.

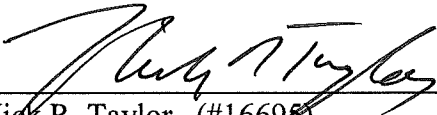
2. A Federal Estate Tax Return was required for this estate, which per an extension, was filed January 15, 2014 (the extended due date for such return).

3. The IRS has three years from January 15, 2014 to audit the Federal Estate Tax Return. If the IRS raises questions and/or recommends adjustments, the Personal Representative of the estate will need to be acting in that capacity as Personal Representative to be able to resolve any audit issues with the Internal Revenue Service.

4. In light of the above, it is the belief of the undersigned as the attorney for the estate, that the estate needs to remain open for administration purposes at least through January 15, 2017.

FUTHER THE AFFIANT SAYETH NOT.

NICK R. TAYLOR



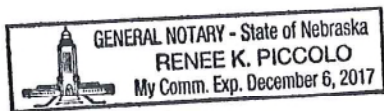
Nick R. Taylor (#16698)

FITZGERALD, SCHORR, BARMETTLER &
BRENNAN, P.C., L.L.O.
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114
(402) 342-1000 (402) 342-1025 fax

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

NICK R. TAYLOR, first duly sworn upon oath, deposes and says that, as the Attorney for the Milo P. Vacanti Estate, the facts stated above are accurate and complete to the best of his knowledge and belief.

SUBSCRIBED AND SWORN to before me on the 12th day of May, 2016.



Renee K. Piccolo
Notary Public

Certificate of Service

I hereby certify that on Friday, May 13, 2016 I provided a true and correct copy of the Affidavit to the following:

Vacanti,Milo,P, service method: No Service

Mutual of Omaha Bank service method: No Service

Signature: /s/ Taylor,Nick,R (Bar Number: 16695)

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF)
MILO P. VACANTI,)
Deceased.)

CASE NO. PR 13-25

ORDER OF CONTINUANCE
(Judge ~~Caniglia~~)

Hansen

The Court, upon consideration of the Motion for Continuance filed herein, does hereby order that the Personal Representative shall be allowed to continue the closing of this Estate until 8 December, 2016

@ 10:00 am

*Affidavit of Nick Taylor
received in support of
motion to continue*

Dated this 13 day of May, 2016.

BY THE COURT:

Staus

County Judge

Prepared and Submitted by:

Nick R. Taylor (#16695)
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
10050 Regency Circle # 200
Omaha, Nebraska 68114-3794
(402) 342-1000
(402) 342-1025 fax

CONFIDENTIAL
13

365896



P00423040C01

CERTIFICATE OF SERVICE

I, the undersigned, certify that on May 16, 2016 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Nick R Taylor
ntaylor@fitzlaw.com



Date: May 16, 2016

BY THE COURT:

Heslie A. Douglas

CLERK

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE OF) CASE NO. PR 13-25
)
MILO P. VACANTI,) MOTION FOR CONTINUANCE
)
)
Deceased.) (Judge Hansen)
)

COMES NOW the undersigned, and hereby requests a four month continuance of the hearing set for December 8, 2016 to close this Estate. In support of this Motion, the undersigned advises this Court that this Estate has filed a federal estate tax return and therefore needs to remain open to allow the Personal Representative of the Estate to have authority to deal with any audit or questions from the IRS as this office has not yet received a closing letter from the IRS for the federal estate tax return.


The undersigned further advises that the undersigned's Affidavit dated May 12, 2016 and filed previously in these proceedings continues to be accurate.

The undersigned further advises the Court that if the IRS does not initiate any audit of the federal estate tax return by January 15, 2017 (three years after filing such returns) that the Personal Representative will need at least a couple months to complete the distribution of assets and close the estate.

WHEREFORE, for the above reason, the undersigned respectfully requests that the hearing set for December 8, 2016 be continued for four months or for such other time as this Court might allow for further advising the court and/or closing the Estate.

Dated this 30th day of November, 2016.

BARBARA M. VACANTI, Personal Representative

By: 
Nick R. Taylor (#16695)
For: FITZGERALD, SCHORR, BARMETTLER &
BRENNAN, P.C., L.L.O.
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114
(402) 342-1000 (402) 342-1025 fax
Her Attorneys

Certificate of Service

I hereby certify that on Thursday, December 01, 2016 I provided a true and correct copy of the Motion for Continuance to the following:

Mutual of Omaha Bank service method: No Service

Signature: /s/ Taylor,Nick,R (Bar Number: 16695)

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

Milo P Vacanti, Deceased

Printed on 4/11/2017 at 10:42

Room 01C30

Case ID: PR 13 25

Page 1

Decision Date 4/11/2017

APPEARANCES

Judge Stephanie R Hansen Appeared
Claimant Mutual of Omaha Bank Did NOT Appear
Personal Representative Barbara M Vacanti Did NOT Appear
Counsel Nick R Taylor Did NOT Appear
Also appearing: Tom Groeberts on behalf of Nick Taylor

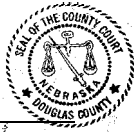
NOTICE OF HEARINGS

Case continued to 6/07/2017 at 10:00 AM on motion of Attorney
in County Courtroom 30 for Hearing - to Close

IT IS SO ORDERED.

Hon.

[Signature of Stephanie R Hansen]
Stephanie R Hansen



4/11/2017
Date

KD
Bailiff

Tape Nos. Digital Recorder

CERTIFICATE OF SERVICE

I the undersigned, certify that on April 11, 2017 I served a copy of the foregoing upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or E-mail:

Mutual of Omaha Bank
3333 Farnam Street
Omaha, NE 68131

Barbara M Vacanti
2202 South 189th Circle
Omaha, NE 68130

Nick R Taylor
ntaylor@fitzlaw.com

Date: April 11, 2017

Signature:

[Signature]



IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

IN THE MATTER OF THE ESTATE) PR 13-25
 OF) SCHEDULE OF DISTRIBUTION
 MILO P. VACANTI,)
)
 Deceased.)

<u>Name and Address of Distributees</u>	<u>Description*</u>	<u>Amount</u>
Barbara M. Vacanti 2202 South 189 Circle Omaha, NE 68130	First National Bank Checking Account number ending 0246	\$ 17,575.60
	FW Bank Certificate number ending 498	\$1,264,813.00
	FW Bank Demand Certificate number Ending 368	\$1,137,400.00
	FW Bank Certificate number ending 219	272,549.00
	First National Bank Savings account Number ending 2320	67,724.00
	Charles Schwab investment account number Ending 2859	109,757.00
	One-half interest in real Estate in Pottawattamie County, Iowa	47,500.00
	50% of MCV1 L.L.C.	198,000.00
	50% of KV Company	1,791,000.00
	50% of VRB Corp.	38,325.00
	26% of Vacanti & Randazzo Contractors, Inc.	60,900.00
	FW Bank Certificate number ending 455	56,526.00
	FW Bank Certificate number ending 460	46,451.00
FW Bank Certificate number ending 646	54,507.00	

* Includes assets tilted jointly with spouse

Pinnacle Bank CD	480,000.00
Mutual of Omaha CD	240,000.00
Mutual Federal CD	<u>240,000.00</u>
TOTAL	\$6,123,027.60

Milo P. Vacanti
Family Trust

Ameritrade investment Account number ending 4826	\$ 4,955.41
Prudential stock account Number ending 8690	\$ 10,185.77
50% owner of KV Company	\$2,188,000.00
39.68635% of Vacanti And Randazzo Construction Co.	\$1,627,000.00
50% of V & R Company	<u>\$1,301,000.00</u>
TOTAL	\$5,131,141.18

9-18-2017
Date


Barbara M. Vacanti, Personal Representative

Prepared and Submitted by:

Nick R. Taylor (Bar ID #16695)
Fitzgerald, Schorr, Barmettler & Brennan, P.C., L.L.O.
10050 Regency Circle, Suite 200
Omaha, Nebraska 68114-3794
(402) 342-1000
381894

Certificate of Service

I hereby certify that on Tuesday, September 19, 2017 I provided a true and correct copy of the Schedule of Distribution to the following:

Mutual of Omaha Bank service method: No Service

Vacanti,Milo,P, service method: No Service

Signature: /s/ Taylor,Nick,R (Bar Number: 16695)