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DEED OF TRUST, SECURITY, AGREEMENT and FIXTURE FILING

THIS INDENTURE is made this 1st day of April, 2011 (together with all amendments and supplements hereto, hereinafter designated as this "Deed of Trust"), among Fifty Joint Venture LLC, a Nebraska limited liability company, having an address and principal place of business at c/o PDM, 1111 No. 102nd Court, Suite 325, Omaha, Nebraska 68114, (hereinafter designated as the "Trustor"), Stewart Title Guaranty Company a Texas corporation with an address of 1980 Post Oak Boulevard, Suite 800, Houston, Texas 77056 (hereinafter designated as the "Trustee") and the Beneficiary hereinafter designated.

WITNESSETH:

WHEREAS, the Trustor has executed one promissory note in the principal sum of Three Million Two Hundred Fifty Thousand and 00/100 Dollars (\$3,250,000.00), dated of even date herewith, payable to the order of The State Life Insurance Company, an Indiana corporation, having its principal offices in Indianapolis, Indiana and an address at Post Office Box 368, Indianapolis, Indiana 46206-0368 (hereinafter designated as the "Beneficiary"), in and by which said note the Trustor promises to pay the said principal sum with interest from the date thereof until maturity at the rate of four and 75/100 per cent (4.75%) per annum in monthly installments as provided therein, the final installment of which, if not sooner paid, is due and payable on the first day of May, 2021; all such installment payments are to be first applied to interest on the unpaid principal balance of said indebtedness and the remainder to principal and all of said principal and interest are made payable at such place as the holder of said note may, from time to time in writing designate, and in the absence of such designation, then at the principal offices of the Beneficiary in Indianapolis, Indiana. The principal of each of said installments and all accrued interest thereon shall bear interest after maturity until paid at the rate of eight and 75/100 per cent (8.75%) per annum (hereinafter called the "Default Interest Rate").

WHEREAS, the Trustor is desirous of securing (i) payment of the principal, interest and premium, if any, on said note described in the paragraph next above in whose hands said note shall ever be; (ii) payment of any future amounts (not exceeding fifty percent (50%) of the original principal amount of said note described in clause (i) above) that the Beneficiary may loan to the Trustor, in its discretion, when evidenced by additional note or notes (together with the note or notes evidencing the indebtedness described in clauses (i) and (iii) of this paragraph, any modifications, extensions or renewals thereof and any notes issued in exchange or substitution therefor, hereinafter called the "Note") reciting the same to be hereby secured, including the principal thereof and interest and premium, if any, thereon; (iii) payment of any sums paid or advanced by the Beneficiary to

discharge the obligations of the Trustor as permitted under this Deed of Trust or the Note or the Assignment of Leases (as hereinafter defined) or any other document collateral to this Deed of Trust, together with interest thereon; and (iv) performance of each obligation and agreement of the Trustor contained herein or in the Note or the Assignment of Leases or in any other document collateral to this Deed of Trust.

The indebtedness described in clauses (i), (ii) and (iii) in the paragraph next above is hereinafter referred to collectively as the "Indebtedness Hereby Secured".

NOW THEREFORE, the Trustor, in consideration of the premises and for the purposes aforesaid, does hereby grant, bargain, sell and convey unto the Trustee, in trust forever, with POWER OF SALE, all the tract or tracts of land (hereinafter called "Land") and real estate situated in the County of Douglas, State of Nebraska, described as follows, to-wit:

Lots 1 and 4, Spring Valley Plaza, an addition to the City of Omaha, Douglas County, Nebraska, together with rights of ingress and egress as contained in the Declaration recorded June 14, 1991 in Book 967 at Page 23 of the Miscellaneous Records of Douglas County, Nebraska.

TOGETHER WITH (i) all the buildings, structures and other improvements now or hereafter on the Land including all lighting, heating, ventilating, air conditioning, sprinkling and plumbing fixtures, water rights, water and power systems, engines and machinery, boilers, furnaces, oil burners, elevators and motors, communication systems, dynamos, transformers, electrical and electronic equipment, and all other fixtures and property of every description now or hereafter found or used upon or appurtenant to the Land, buildings, collateral and improvements, it being understood that the enumeration of any specific articles of property shall in no way exclude or be held to exclude any items of property not specifically mentioned (said property described in this clause (i) being hereinafter collectively called "Improvements"), however, trade fixtures and other chattels and property of any tenant now or hereafter installed are not intended to be included in this conveyance unless abandoned or unless such fixtures or property are an integral part of the Improvements and necessary to the use and operation of such Improvements; (ii) all right, title and interest of Trustor in and to all tangible personal property now owned or hereafter acquired by Trustor and now or at any time hereafter located on or at the Land or used in connection therewith; (iii) all and singular the tenements, hereditaments, easements, rights, rights of way, privileges and appurtenances in and to the Land including, without limitation, the entire right, title and interest of the Trustor in, to and under any streets, ways, alleys, vaults, gores or strips of land adjoining the Land; and (iv) the rents, income, revenues, issues and profits of the Land and Improvements (which are pledged primarily on a parity with said real estate and not secondarily), and the present and continuing right, power and authority herein given to and conferred upon the Beneficiary, to collect and apply such rents, income, revenues, issues and profits. All of the foregoing Land, Improvements, collateral and property, whether affixed or annexed or not, is herein referred to collectively as the "Conveyed Property".

TO HAVE AND TO HOLD the Conveyed Property together with any interest hereafter acquired by Trustor therein, unto the Trustee, in trust.

And the Trustor warrants, covenants and agrees to and with the Trustee and the Beneficiary that: at the time of the ensembling of and delivery of these presents, the Trustor is well seized of the Conveyed Property in fee simple and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, hereby fully and absolutely waiving and releasing all rights and claims the Trustor may have in or to the Conveyed Property as a homestead exemption, or other exemption, under and by virtue of any federal or state statute now or hereafter existing; the Conveyed Property is free and clear of all liens and encumbrances whatever except:

- (i) taxes and assessments not yet due and payable, and
- (ii) easements and restrictions of record in Douglas County, Nebraska;

and the Trustor shall and will warrant and forever defend the above bargained Conveyed Property in the quiet and peaceable possession of the Trustee, and the heirs, successors and assigns of the Trustee, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

And the Trustor further covenants and agrees as follows:

1. Payment of Indebtedness. The Trustor will duly and punctually pay the Indebtedness Hereby Secured in accordance with the terms of the Note and this Deed of Trust and any other document collateral to this Deed of Trust.

2. Maintenance, Repair and Restoration of Improvements, etc. The Trustor will: (a) promptly repair, restore or rebuild any Improvements now or hereafter on the Land which may become damaged or be destroyed; (b) keep the Conveyed Property in good condition and repair and without waste; (c) complete within a reasonable time any Improvements now or at any time in process of erection upon the Land; (d) suffer or permit no change in the general nature of the occupancy of the Conveyed Property without the written consent of the Beneficiary; (e) initiate or acquiesce in no zoning reclassification without the written consent of the Beneficiary; (f) make no alterations or additions to or other Improvements in the Conveyed Property except such as may be required by law or municipal ordinance; and (g) comply with all laws affecting the Conveyed Property.

3. Payment of Charges Against the Conveyed Property and Contest Thereof. The Trustor will (a) pay promptly before delinquency, and, within thirty (30) days after their respective due dates will furnish to the Beneficiary official receipts for the payment of all taxes, assessments, water rates, dues, charges, fines and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Conveyed Property, or any part thereof, or upon the interest of the Trustee or the Beneficiary in the Conveyed Property; (b) promptly pay, and will not suffer, any mechanic's, laborer's, statutory or other lien or charge which might or could be prior to or equal to this Deed of Trust to be created or to remain outstanding upon any of the Conveyed Property; and (c) promptly pay all taxes, assessments and other charges and impositions levied upon or assessed, placed or made against, or measured by, this Deed of Trust, or the recordation hereof, or the Note, or the Indebtedness Hereby Secured. Any assessment which may be paid in installments may be so paid by the Trustor provided the installment is paid prior to such time as a penalty would attach for non-payment thereof.

The Trustor shall not be required to pay any tax, assessment or other charge or imposition referred to above, so long as the Trustor (1) shall contest, in good faith and with due diligence the existence, amount or the validity thereof, the amount of damages caused thereby or the extent of its liability therefor, by appropriate proceedings which shall operate during the pendency thereof to prevent (i) the collection of, or other realization upon, the tax, assessment or charge or imposition so contested, (ii) the sale, forfeiture or loss of the Conveyed Property or any part thereof, and (iii) any interference with the use or occupancy of the Conveyed Property or any part thereof, and (2) shall give such reasonable security to the Beneficiary as may be demanded by the Beneficiary to insure compliance with the foregoing provisions of this paragraph.

In the event of a court decree or an enactment after the date hereof of any law of the state in which the Conveyed Property is located deducting from the value of the Conveyed Property for the purpose of taxation any lien thereon, or imposing upon the Beneficiary or the Trustee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by the Trustor, or changing in any way the laws relating to the taxation of mortgages or deeds of trust or other security instruments, or debts secured by them, or the interest of the Beneficiary or the Trustee in the Conveyed Property, or the manner of collection of taxes, so as to adversely affect this Deed of Trust or the Indebtedness Hereby Secured or the holders thereof, then, and in any such event, the Beneficiary may elect, by notice given to the Trustor, to declare all of the Indebtedness Hereby Secured to be and become due and payable sixty (60) days from the giving of such notice, provided, however, if the Trustor shall so pay the taxes assessed, the Indebtedness Hereby Secured shall continue in full force and effect in accordance with the terms hereof.

Trustor shall make monthly deposits with Beneficiary, in a non-interest bearing account, together with and in addition to interest and principal, in amounts determined by Beneficiary to be sufficient to accumulate in such account adequate funds to pay taxes, assessments and impositions levied against the Conveyed Property at least thirty (30) days prior to their respective due dates. The amount of such taxes, assessments, and impositions when unknown, shall be estimated by Beneficiary. Such deposits shall be used by Beneficiary to pay such taxes, assessments and

impositions when due. Any insufficiency of such account to pay such charges when due shall be paid by Trustor to Beneficiary on demand. If, by reason of any default by Trustor under any provision of this Deed of Trust, Beneficiary declares the Indebtedness Hereby Secured to be due and payable, Beneficiary may then apply any funds in said account against the Indebtedness Hereby Secured. The enforceability of the covenants relating to taxes and assessments herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Beneficiary may from time to time, at its option, waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Trustor in writing. While any such waiver is in effect, Trustor shall pay taxes and assessments as herein elsewhere provided.

4. Insurance, Application of Proceeds, etc. At all times during the continuation of this Trust the Trustor will keep the Improvements now or hereafter on the Land insured under prepaid all risk or special form property insurance policies (or, if such coverage is not then available, such other substantively equivalent coverage is then available including replacement cost endorsements) and such other policies as are necessary to insure against loss or damage by fire, tornado, windstorm, earthquake (which shall be waived if Land is not located in seismic zones 3 or 4), flood (which shall be waived if the Land is not located in a flood zone), terrorism, sprinklers, pollution and other risks enumerated in the extended coverage and vandalism and malicious mischief endorsements, and such other hazards as may reasonably be required by the Beneficiary, in amounts sufficient to prevent any insured from becoming a co-insurer of a partial loss thereunder, but in any event not less than one hundred percent (100%) of full replacement value of the Improvements. The Trustor will also keep and maintain boiler and machinery insurance, if applicable, covering the replacement or repair value of the boiler, if any, business interruption coverage, extra expense, rent loss insurance or rental value insurance providing for payment of rent from the Conveyed Property in the event of casualty for a period of at least twelve (12) months at one hundred percent (100%) occupancy following the date of such casualty, "Ordinance or Law" coverage, and such other insurance as may be required by terms of any lease of the Conveyed Property or as reasonably required by Beneficiary. All such insurance shall be evidenced by a policy or policies standard for use in the state in which the Conveyed Property is located, shall have incorporated therein the standard form of mortgagee clause, without contribution, in favor of the Beneficiary, shall contain waiver of subrogation clauses for the benefit of the insured parties, shall contain provisions requiring thirty (30) days prior written notice to the Beneficiary of any cancellation thereof and shall otherwise be in amounts, forms and in companies acceptable to the Beneficiary. The Trustor will deposit the policies or duplicates thereof (or the underlying policies in the case of blanket insurance) with the Beneficiary with premiums paid, as additional security. The Trustor hereby assigns to the Beneficiary all of its rights thereunder, including return of premium. The Trustor will give the Beneficiary satisfactory evidence of renewal of policies with premiums paid at least thirty (30) days before expiration of any policy and in default thereof, the Beneficiary may procure such insurance as it may elect and may make payment of premiums thereon, which payment is repayable immediately upon demand and shall be added to and become part of the Indebtedness Hereby Secured. In no event and whether or not default hereunder

has occurred shall the Beneficiary, by the fact of approving, accepting or obtaining such insurance, incur any liability for the amount of such insurance, the form or legal sufficiency of insurance contracts, solvency of insurers, or payment of losses by insurers, and the Trustor hereby expressly assumes full responsibility therefor and liability, if any, thereunder.

The Trustor shall also provide the Beneficiary with commercial general liability insurance in insurance companies satisfactory to the Beneficiary in amounts of not less than One Million and 00/100 Dollars (\$1,000,000.00) for any one occurrence and Two Million and 00/100 Dollar (\$2,000,000.00) in the aggregate. In addition, the Trustor will maintain in force an excess liability or umbrella policy in the amount of One Million 00/100 Dollars (\$1,000,000.00) and, for properties upon which liquor is sold, a liquor liability endorsement is required. The Trustor will give the Beneficiary evidence of renewal of policies and premiums paid not less than thirty (30) days prior to the expiration date of any policy. If any such insurance required by any lease of the Conveyed Property is greater than the foregoing, the requirements of such lease will control.

The Trustor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless the Beneficiary is included thereon under a standard mortgagee clause acceptable to the Beneficiary. The Trustor shall immediately notify the Beneficiary whenever any such separate insurance is taken out and shall promptly deliver to the Beneficiary the policy or policies of such insurance or certificates thereof satisfactory to the Beneficiary.

The Trustor will give the Beneficiary prompt notice of damage to or destruction of any Improvements on the Land and in case of loss covered by policies of insurance, the Beneficiary is hereby authorized to make proof of loss if not made promptly by the Trustor. The proceeds of all such policies of insurance are hereby assigned to, and shall be paid to, Beneficiary; provided, however, if the lease of any anchor tenant of the Conveyed Property requires Trustor to rebuild, Beneficiary shall provide to Trustor such proceeds to rebuild the damaged Improvements. Further, insurance proceeds of less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) shall be paid directly to Trustor. Any expenses incurred by the Beneficiary in the collection of insurance proceeds, together with interest thereon from date of any such expense at the per annum Default Interest Rate or at such lesser rate of interest as may be the maximum not prohibited by applicable law, shall be added to and become part of the Indebtedness Hereby Secured if not paid by Trustor within ten (10) days of written demand from Beneficiary and shall be reimbursed to the Beneficiary within ten (10) days of written demand. Except as provided herein, such insurance proceeds, after deducting expenses incurred in collection, may be applied by the Beneficiary, in its sole discretion, upon or in reduction of the Indebtedness Hereby Secured then most remotely to be paid, without prepayment premium, or to the cost of rebuilding or restoration of the Improvements, provided, however, if the Beneficiary shall require that the Improvements be repaired or rebuilt in accordance with clause (a) of Section (2) of this Deed of Trust, such net proceeds of insurance shall be made available therefor under the conditions and in the manner specified in the next following paragraph. Insurance proceeds made available for restoration, repair, replacement or rebuilding of the Improvements shall be disbursed from time to time (provided no default exists in the Note or this

Deed of Trust or the Assignment of Leases or any other document collateral to this Deed of Trust at the time of each such disbursement), after first deducting the expense of such disbursement including, without limitation, reasonable attorneys fees, costs of title insurance, escrows and closings by the title company or otherwise and fees and expenses of the disbursing party, upon the disbursing party being furnished with satisfactory evidence of the cost of completion of such work and of the diligent and timely prosecution thereof and with architect's certificates, waivers of lien, contractors and subcontractors' sworn statements and other evidence of cost and payments so that the disbursing party can verify that the amounts disbursed from time to time are represented by completed and in place work and that said work is free and clear of mechanics lien claims. No payment made prior to the final completion of any such restoration, repair, replacement or rebuilding shall exceed ninety percent (90%) of the value of the work performed from time to time and at all times the undisbursed balance of such proceeds remaining in the hands of the disbursing party together with funds deposited for the purpose or irrevocably committed for such purpose, shall be sufficient, in the reasonable judgment of the Beneficiary, to pay for the cost of completion of all such restoration, repair, replacement or rebuilding. The Beneficiary may require that plans and specifications for such restoration, repair, replacement or rebuilding be submitted to and approved by the Beneficiary prior to the commencement of the work, which approval shall not be unreasonably withheld or delayed. Any surplus which may remain out of said insurance proceeds after payment of costs of building and restoration may, at the option of the Beneficiary, be applied either on account of the Indebtedness Hereby Secured then most remotely to be paid, without prepayment premium, or be paid to any person or persons entitled thereto. Application or release of proceeds under the provisions hereof shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. No interest shall be allowed on account of any such proceeds or other funds held in the hands of the Beneficiary or the disbursing party hereunder.

Trustor shall make monthly deposits with Beneficiary, in a non-interest bearing account, together with and in addition to interest and principal, in amounts determined by Beneficiary to be sufficient to accumulate in such account, at least sixty (60) days prior to their due dates, adequate funds to pay annual insurance premiums necessary to keep the insurance required herein in force. The amount of such premiums, when unknown, shall be estimated by Beneficiary. Such deposits shall be used by Beneficiary to pay such premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Trustor to Beneficiary on demand. If, by reason of any default by Trustor under any provision of this Deed of Trust, Beneficiary declares the Indebtedness Hereby Secured to be due and payable, Beneficiary may then apply any funds in said account against the Indebtedness Hereby Secured. The enforceability of the covenants relating to insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Beneficiary may from time to time, at its option, waive and after any such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Trustor in writing. While any such waiver is in effect, Trustor shall pay insurance premiums as herein elsewhere provided.

5. Right to Cure Default. In case of the occurrence of a default or Event of Default herein, the Beneficiary or the Trustee (upon request of the Beneficiary) may but need not, make any payment

or perform any act herein required of the Trustor in any form and manner deemed expedient, including, without restriction, performance of any covenants or agreements of lessor in any lease of the Conveyed Property, payment of installments of taxes, assessments and other governmental charges and impositions, payment of costs of repair and maintenance and payment of insurance premiums, and may, but need not, make full or partial payments of principal or interest on prior liens and encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem the Conveyed Property from any tax or assessment. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees and any other monies advanced by the Beneficiary in regard to any stamp tax or to protect the Conveyed Property and the lien hereof, together with interest thereon from date of any such payment at the per annum Default Interest Rate (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall be added to and become part of Indebtedness Hereby Secured and shall become immediately due and payable within ten (10) days of written demand. Inaction of the Beneficiary or the Trustee shall never be considered as a waiver of any right accruing to them on account of any default on the part of the Trustor. Performance by the Beneficiary or the Trustee of the obligations of the Trustor hereunder shall not be deemed to relieve the Trustor from any failure or default hereunder. The Beneficiary or the Trustee in making any payment authorized hereby (a) relating to taxes and assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) for the purchase, discharge, compromise or settlement of any other prior lien may do so without inquiry into the validity or amount of any claim for lien which may be asserted.

6. Right of Entry and Inspection. The Beneficiary or the Trustee, or their agents, may at all reasonable times enter upon the Conveyed Property for the purposes of inspection or of performing any defaulted covenant, term or condition of this Deed of Trust. The Beneficiary or the Trustee shall have no duty to make such entry on the Conveyed Property and shall not thereby become liable to the Trustor or any person in possession holding under the Trustor. Beneficiary, or its agents, may at all reasonable times inspect the books and records of Trustor relating to the Conveyed Property or this Deed of Trust at any time prior to payment in full of the Note.

7. Condemnation. Trustor shall promptly give Beneficiary written notice of the actual or threatened commencement of any condemnation or eminent domain proceeding and shall deliver to Beneficiary copies of any and all papers served in connection with such proceedings. Any award of damages in connection with any condemnation (or sale in lieu thereof) for public use of or injury to the Conveyed Property, or any part thereof, or any compensation, awards, other payments or relief due to damage to the Conveyed Property in any manner owing to Trustor, are hereby assigned and shall be paid to the Beneficiary, the Beneficiary being hereby authorized to collect and receive such payments from the seller or condemning authorities and give proper receipts and acquittances therefor. The proceeds of any such taking shall be applied, at the option of the Beneficiary, to reduction, without prepayment premium, of the Indebtedness Hereby Secured, whether due or not, in such order as the Beneficiary may determine, or paid over to the Trustor or other person or persons

entitled thereto. Application or release of the proceeds, or any part thereof, under this section shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Tenant shall have the right to claim and prove in any condemnation proceeding and to receive any award which may be made to Tenant, if any, specifically for damages for loss of good will, personal property and moving expenses.

8. Rents and Leases. As additional security for payment of the Indebtedness Hereby Secured and for the faithful performance of the terms and conditions contained herein and in the Note and any other document collateral to this Deed of Trust, the Trustor does hereby absolutely and unconditionally assign and set over unto the Beneficiary all rents, issues and profits from the Conveyed Property hereafter accruing. In furtherance hereof, the Trustor has separately assigned to the Beneficiary all right, title and interest of the Trustor in all leases of the Conveyed Property and in guarantees of any lessee's obligations thereunder, if any, by an assignment of even date herewith (in this Deed of Trust called the "Assignment of Leases") recorded in the Office of the Register of Deeds of Douglas County, Nebraska to which reference is made for the terms thereof, all of which are incorporated herein. The Assignment of Leases includes, without limitation, the present and continuing right in the Beneficiary to make claim for, collect, receive and give receipt for any and all of the rents, income, revenues, issues and profits, purchase proceeds and other sums of money payable or receivable under all leases of the Conveyed Property, or under any guarantee of any lessee's obligations thereunder, the right to bring actions and proceedings under such leases and any guarantee of any lessee's obligations thereunder for the enforcement thereof and the right to do anything which the Trustor or any lessor is or may become entitled to do under any lease of the Conveyed Property, or any guarantee of any lessee's obligations thereunder. The Trustor will observe and perform all promises, conditions and agreements on the part of the Trustor to be performed in the Assignment of Leases and agrees that any sums advanced by the Beneficiary for the purposes specified in the Assignment of Leases, together with interest thereon from date of any such advancement at the per annum Default Interest Rate (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall be due and payable immediately on demand and shall be added to and become part of the Indebtedness Hereby Secured. Unless the Beneficiary shall otherwise consent in writing, the Trustor (i) will not accept rents more than thirty (30) days in advance under any lease of the Conveyed Property; (ii) will observe and perform all promises, conditions and agreements on the part of the Trustor to be performed as lessor under all leases of the Conveyed Property and will at all times do all things necessary to compel performance by each lessee and any guarantor of any lessee's obligations thereunder; and (iii) will include a provision in its standard lease that subordinates the leases of the Conveyed Property to this Deed of Trust. The Trustor represents and warrants that there are no assignments of leases or assignments of rents involving the Conveyed Property other than the Assignment of Leases; that rents under the leases of the Conveyed Property have not been paid in advance of the date due thereunder; that neither lessor nor lessee is default of any lease of the Conveyed Property; and that the leases of the Conveyed Property have been subordinated to this Deed of Trust.

During the term of this Deed of Trust, all leases of all or any portion of the Conveyed Property, and any modifications, extensions and renewals thereof, shall be subject to the prior written approval of

Beneficiary; provided, however, that Trustor may enter into new leases and renewals or extension of existing leases for (a) the 19,859 square feet of space leased to Westlake Ace Hardware without the prior written consent of Beneficiary provided that such lease is at annual net rentals of not less than Four and 00/100 Dollars (\$4.00) per square feet, (b) the 72,407 square feet of space leased to No Frills Supermarket without the prior written consent of Beneficiary provided that such lease is at annual net rentals of not less than Five and 72/100 (\$5.72) per square feet, and (c) leases for space in the Conveyed Property (other than those spaces indicated above) without the prior written consent of Beneficiary, provided that each such lease (i) is on a net rental basis except for structural repairs, at annual net rentals of not less than Seven and 00/100 Dollars (\$7.00) per net rentable square feet with other terms comparable to existing local market terms as of the date of execution thereof, (ii) is an arm's length transaction with a bona fide independent third party tenant, (iii) is subject to and subordinate to this Deed of Trust and the lessee thereunder agrees to attorn to Beneficiary, (iv) is written on a standard form approved in advance by Beneficiary, (v) does not cover more than forty percent (40%) of the leaseable area of the building(s) located on the Conveyed Property, (vi) contains provisions that require each tenant to contribute its pro rata share of operating expenses and real estate taxes and (vii) has a minimum initial term of three (3) years.

Notwithstanding the foregoing, with the exception of the lease dated September 5, 2005 with Westlake Hardware, Inc. and the lease dated June 20, 1988 with No Frills Plattsmouth, Inc. (collectively "Anchor Leases"), existing leases may be amended without Beneficiary's consent provided such amendment does not (a) reduce the term of the lease, (b) reduce the financial obligations of the tenant, or (c) materially increase the obligations of Trustor.

9. Miscellaneous Covenants of the Trustor. Except as may be otherwise provided herein: (i) Trustor (including any or all partners, members, stockholders and holders of beneficial interests) will not sell, cease to own, transfer or dispose of the Conveyed Property, or any interest therein or any part thereof, or in Trustor, without the prior written consent of Beneficiary; (ii) Trustor will not make the Conveyed Property, or allow the Conveyed Property to be made, subject to any lien or security interest, except the lien of this Deed of Trust, without the prior written consent of Beneficiary which is not removed or bonded-over, to Beneficiary's satisfaction, within thirty (30) days of the date such lien or security interest comes into existence. (If bonded-over, any such lien or security interest must be removed within not more than one hundred eighty (180) days of the date it attaches.); (iii) Trustor will annually furnish to Beneficiary, within ninety (90) days after the end of each fiscal year, copies of current and complete financial statements on Trustor, on any guarantors of Trustor, and full financial statements (balance sheet and operating statement) on the operations of the Conveyed Property, all in reasonable detail and in form acceptable to Beneficiary, with statements of the Conveyed Property to be prepared and certified by an independent Certified Public Accountant or by Trustor; (iv) Trustor will furnish to Beneficiary, within ninety (90) days of the end of each fiscal year, a current rent roll for all tenants required by their lease to report such information of the Conveyed Property, certified by Trustor, which rent roll shall include each tenant's name, lease execution and commencement date, lease termination date, square footage leased, effective annual rent (fixed, percentage and reimbursements), rent per square foot, unit number, date rent paid through, name of any lease guarantor, all special rent items, options to purchase, extend, renew or

terminate, any unextinguished free rentals or concessions to tenant, and any obligations of tenants assumed by Trustor; and (v) Grantor shall not change its principal place of business, the location of its chief executive office, its name, its identity or its structure without notifying Beneficiary of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in Grantor's structure, without first obtaining the prior written consent of Beneficiary.

The Trustor named herein (but not a subsequent owner of the Conveyed Property) shall have a one-time right, during the term of this Deed of Trust, to sell or transfer its entire ownership interest in the Conveyed Property, without any changes to the terms and conditions hereof or to the Note or the Assignment of Leases, provided that (a) the transferee (hereinafter the "Transferee") is a special purpose, single asset entity and its principals are acceptable to Beneficiary in its sole discretion in terms of financial strength and creditworthiness; (b) at the time of transfer of the Conveyed Property the key owners of the Transferee have a collective net worth exceeding Six Million and 00/100 Dollars (\$6,000,000), exclusive of the Conveyed Property, as evidenced by financial statements acceptable to Beneficiary; (c) the Transferee (or its principals) (i) has had at least ten (10) years of experience owning and/or managing retail properties similar to the Conveyed Property in the metropolitan area where the Conveyed Property is located or (ii) agrees to enter into a management contract with a management company reasonably acceptable to Beneficiary; (d) the Transferee agrees to assume all of the duties and obligations of the Trustor under the Loan Documents (as hereinafter defined) pursuant to documentation satisfactory to Beneficiary; (e) the Transferee and Trustor agree to execute and deliver to Beneficiary such documents regarding the transfer and assumption as Beneficiary may require, including, but not limited to, a recordable assumption agreement and acceptable endorsements to Beneficiary's title insurance policy and an opinion of Transferee's counsel in form acceptable to Beneficiary; (f) an assumption fee equal to one percent (1%) of the outstanding principal balance of the Note is paid to Beneficiary prior to, or concurrent with, such transfer; (g) the Trustor is not then in default under the terms or conditions hereof or of the Note or the Assignment of Leases; (h) all costs relating to the transfer are paid by Trustor or Transferee; (i) Beneficiary is provided with all documents necessary to consider the transfer, and prior written notice of the transfer, at least sixty (60) days before such transfer; (j) Beneficiary receives written confirmation from any guarantors that any guaranties executed in connection with the Note, the Assignment of Leases or this Deed of Trust remain unmodified and in full force and effect after such transfer (if a replacement guarantor(s) acceptable to Beneficiary in its sole discretion agrees to assume any guaranty(s) executed in connection with this Deed of Trust, the guarantors shall be released from their guarantees for all issues arising after such transfer); (k) if any lease of the Conveyed Property requires the tenant thereunder to consent to such transfer, written evidence of such tenant's consent, in form acceptable to Beneficiary, shall be provided to Beneficiary prior to such transfer; and (l) if Beneficiary chooses to close the transfer and assumption through outside counsel, Trustor shall be responsible for all outside counsel fees and costs incurred by Beneficiary.

In addition, the Transferee (but not a subsequent owner of the Conveyed Property) shall have a one-time right, during the term of this Deed of Trust, to sell or transfer its entire ownership interest in the Conveyed Property, without any changes to the terms and conditions of this Deed of Trust, subject to the foregoing provisions except that the assumption fee shall be equal to one and one-half percent

(1.5%) of the outstanding principal balance.

Notwithstanding the foregoing, the following listed transfers of ownership interests in the Trustor (but not transfers of the Conveyed Property) shall be permitted during the term of this Deed of Trust provided that (i) Beneficiary is given at least thirty (30) days prior written notice of any such transfer; (ii) Trustor and the transferee agree to execute and deliver to Beneficiary such documents regarding the transfer as are required by Beneficiary; (iii) the Trustor is not then in default under the terms and conditions of this Deed of Trust, the Note, the Assignment of Leases or any other documents executed herewith; (iv) Trustor and/or the transferee pay all costs and expenses related to such transfer; (v) Beneficiary receives written confirmation from any guarantor(s) that any guaranty(s) executed in connection herewith remain(s) unmodified and in full force and effect after such transfer; and (vi) Beneficiary is paid a processing fee of not less than Two Thousand and 00/100 Dollars (\$2,000.00) for each such transfer:

a. Transfers of ownership interests in the Trustor from any existing partner, shareholder or member of Trustor to another existing partner, shareholder or member of Trustor.

b. Transfers of ownership interests in the Trustor from any existing partner, shareholder or member of Trustor to the children, grandchildren, spouse, brothers or sisters of any partner, shareholder, or member of such transferring partner, shareholder or member of Trustor (or to trusts, partnerships, or limited liability companies for the benefit of such persons.)

c. Transfers of ownership interests in the Trustor which occur as the result of the death of (i) any partner, shareholder, or member of Trustor or (ii) any partner, shareholder, or member of any existing partner, shareholder, or member.

10. Compliance with Law and Agreements. The Trustor will comply with all present and future statutes, laws, rules, orders, restrictions, regulations and ordinances affecting the Conveyed Property, any part thereof, or the use thereof. The Trustor will comply with the provisions of all agreements affecting the Conveyed Property including, without limitation, easement agreements for use of common areas, if any. The Trustor represents and warrants, to the best of Trustor's knowledge, (i) that all new Improvements were constructed in compliance with all existing statutes, laws, rules, orders, regulations, restrictions and ordinances; (ii) that there are no defects in materials or workmanship affecting new Improvements; (iii) that the Conveyed Property is properly zoned for the uses specified in the leases thereof; (iv) that the Conveyed Property has not been designated as a flood hazard area by any agency of government; and (v) that each lot which comprises the Conveyed Property is separately assessed for real estate tax purposes.

11. Waiver; Releases; Resort to Other Security; Etc. Without affecting the liability of the Trustor or any other party liable for payment of any Indebtedness Hereby Secured or performance of any obligation contained herein, and without affecting the rights of the Beneficiary with respect to any security not expressly released in writing, the Beneficiary may, at any time, and without notice to or the consent of any party in interest with the Conveyed Property or the Note or the Indebtedness

Hereby Secured (a) Release any person liable for payment of all or any part of the Indebtedness Hereby Secured or for performance of any obligation herein, (b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Indebtedness Hereby Secured or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof, (c) Accept any additional security, (d) Release or otherwise deal with any property, real or personal, including any or all of the Conveyed Property, including the authorization of partial releases or reconveyances of the Conveyed Property by the Trustee without notice to or approval of other parties in interest with the Conveyed Property, or (e) Resort to any chattel mortgages, security agreements, pledges, contracts of guaranty, assignments of rents and leases or other securities, and exhaust any one or more of said securities and the security hereunder, either concurrently or independently and in such order as it may determine, or (f) Accept payment of the Indebtedness Hereby Secured, or any part thereof, after its due date or after acceleration of such indebtedness.

12. Further Assurances; After Acquired Property. At any time, and from time to time, upon request by the Beneficiary the Trustor will make, execute and deliver or cause to be made, executed and delivered, to the Beneficiary or the Trustee and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter, to be rerecorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Beneficiary any and all such other and further mortgages, deeds of trust, security instruments, lease assignments, instruments of further assurance, certificates and other documents as may, in the opinion of the Beneficiary, be necessary or desirable in order to effectuate, complete, enlarge, or perfect, or to continue and preserve the obligation of the Trustor under the Note and this Deed of Trust, and the lien of this Deed of Trust as a first and prior lien upon all of the Conveyed Property, whether now owned or hereafter acquired by the Trustor. Upon any failure by the Trustor so to do, the Beneficiary may make, execute, and record any and all such mortgages, assignments, instruments, certificates, and documents for and in the name of the Trustor and the Trustor hereby irrevocably appoints the Beneficiary the agent and attorney-in-fact of the Trustor so to do. The lien hereof will automatically attach, without further act, to all after acquired property and such property will become part of the Conveyed Property as herein defined.

13. Expenses of Trust. The Trustor will pay all filing, registration or recording fees and all expenses incident to the execution, acknowledgment and administration of this Deed of Trust, including, without limitation, fees of the Trustee, and all federal, state, county and municipal taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Deed of Trust, the Assignment of Leases, any other document collateral to this Deed of Trust and any further assurances.

14. Protection of the Conveyed Property. The Beneficiary or the Trustee (with the consent of the Beneficiary) shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Conveyed Property by any acts which may be unlawful or any violation of this Deed of Trust, (b) to preserve or protect its interest in the Conveyed Property and in the income, revenues, rents and profits arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order

that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Beneficiary.

To the extent permitted by applicable law, the Trustor will pay or reimburse the Beneficiary for all reasonable attorney's fees, costs and expenses incurred by the Beneficiary or the Trustee in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Beneficiary or the Trustee is made a party, or appears as party plaintiff or defendant, affecting the Note, this Deed of Trust, the Assignment of Leases, the leases of the Conveyed Property, the Beneficiary, or the Conveyed Property, including but not limited to the foreclosure of this Deed of Trust by power of sale or otherwise, any condemnation action involving the Conveyed Property, or any action to protect the security hereof; and any such amounts paid by the Beneficiary, together with interest thereon from date of any such expenditure at the per annum Default Interest Rate (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall be due and payable within ten (10) days of written demand and shall be added to and become part of the Indebtedness Hereby Secured.

15. No Claim Against The Beneficiary or the Trustee. Nothing contained in this Deed of Trust shall constitute any consent or request by the Beneficiary or the Trustee, express or implied, for the performance of any labor or services or for the furnishing of any materials or other property in respect of the Conveyed Property, or any part thereof, nor as giving the Trustor or lessee under any lease of the Conveyed Property any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would create any personal liability against the Beneficiary in respect thereof or would permit the making of any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Deed of Trust.

16. Late Charge. The Trustor agrees to pay, in addition to all other sums provided for herein, a late charge of five (5) cents for each one dollar of each regular monthly payment more than ten (10) days in arrears, to cover the extra expense of the Beneficiary in handling delinquent payments.

17. Filing and Recording Fees. The Trustor will pay all filing, registration or recording fees, and all expenses incident to the execution and acknowledgment of this Deed of Trust and the Assignment of Leases and all federal, state, county, and municipal taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note, this Deed of Trust, the Assignment of Leases, any contract of guaranty and any further assurances.

18. Subsequent Agreements. Any agreement hereafter made by Trustor and Trustee or Beneficiary pursuant to this Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

19. Hazardous Substance Compliance and Indemnification. Trustor hereby expressly

represents, warrants and covenants to Beneficiary that: (i) neither Trustor nor, to the knowledge of Trustor, any other person, has used or permitted any Hazardous Substances, as hereinafter defined, to be placed, held, stored or disposed on the Conveyed Property or any portion thereof; (ii) to the knowledge of Trustor, the Conveyed Property does not now contain any Hazardous Substance in violation of any Environmental Laws; and (iii) Trustor, so long as any of the Indebtedness Hereby Secured remains unpaid, shall not allow any Hazardous Substances to be placed, held, stored or disposed on the Conveyed Property or any portion thereof or incorporated into any improvements on the Conveyed Property in violation of any Environmental Laws. The term "Hazardous Substance" shall mean any hazardous, toxic, or dangerous waste, substance or material defined as such in or for the purpose of the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Super-Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulations, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, now or at any time hereafter in effect (collectively the "Environmental Laws").

Trustor hereby agrees to indemnify Beneficiary and hold it harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever, paid, incurred or suffered by, or asserted against, Beneficiary for, with respect to, or as a direct or indirect result of any of the following:

- (i) The presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, the Conveyed Property or any portion thereof of any Hazardous Substance, toxic material, dangerous waste, or hydrocarbon (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any of the Environmental Laws); or
- (ii) Any liens against the Conveyed Property or any portion thereof or any interest or estate in any portion thereof created, permitted or imposed by the Environmental Laws, or any actual or asserted liability of or obligations of Trustor under the Environmental Laws.

Any expenses or payments made by Beneficiary to cure any violation of any Environmental Laws shall be additional Indebtedness Hereby Secured.

20. Default. It shall be a default under this Deed of Trust if one or more of the following events (in this Deed of Trust called "default" or "Event of Default") shall happen, that is to say: (a) if the Trustor shall default in the payment of the Indebtedness Hereby Secured in accordance with the terms of the Note and this Deed of Trust and any other document collateral to this Deed of Trust (whether at the stated maturity or at a date fixed for any installment payment or otherwise); or (b) if the Trustor shall fail to furnish insurance policies or pay the premiums thereon at the times required in Section (4) of this Deed of Trust; or (c) if the Trustor shall default in the due observance or performance of any covenant or agreement set out in clauses (i) or (ii) of Section 9 of this Deed of Trust; or (d) if the Trustor shall default in the due observance or performance of any of the other

terms, conditions or covenants of the Note or of this Deed of Trust, and such default continues for a period of fifteen (15) days after the date of mailing written notice thereof to the Trustor except that if any such default cannot with due diligence be cured within a period of fifteen (15) days, such default shall not be deemed to continue if the Trustor proceeds promptly and with all due diligence to cure the default and diligently completes the curing thereof; or (e) if the Trustor shall abandon or surrender the Conveyed Property; or (f) if the Trustor shall default in the due observance or performance of any terms, conditions or covenants of the Assignment of Leases or any other document collateral to this Deed of Trust (other than covenants or agreements of the type set out in clauses (i) or (ii) of Section 9 of this Deed of Trust), and such default continues for a period of fifteen (15) days after the date of mailing written notice thereof to the Trustor, except that if any such default cannot with due diligence be cured within a period of fifteen (15) days, such default shall not be deemed to continue if the Trustor proceeds promptly and with all due diligence to cure the default and diligently completes the curing thereof; or (g) if any representation or warranty herein or in the Note or the Assignment of Leases or any other document collateral to this Deed of Trust or if the financial statements of the Trustor furnished to the Beneficiary, shall be untrue or incorrect in any material respect as of the time such representation or warranty shall have been made or such financial statements shall have been furnished; or (h) if the Trustor shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or insolvency statute, law or regulation or shall file an answer admitting to or not contesting the material allegations of a petition filed against it in such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Trustor or a material part of its properties, or shall not within ninety (90) days after the appointment, without the consent or acquiescence of the Trustor, of a trustee, receiver or liquidator of the Trustor or any material part of its properties have such appointment vacated.

21. Acceleration, Remedies, etc. In the event of a default or Event of Default whereby the right of foreclosure occurs hereunder, the Beneficiary shall at once become entitled to the possession, use and enjoyment of the Conveyed Property, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings; and such possession shall at once be delivered to the Beneficiary on request, and on refusal, the delivery of such possession may be enforced by the Beneficiary by an appropriate action, and the Beneficiary shall be entitled to a receiver for the Conveyed Property, and of the rents, issues and profits thereof, after any such default, including the time covered by foreclosure proceedings, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Trustor or of the then owner of the Conveyed Property and without regard to the value thereof, and such receiver may be appointed by any court of competent jurisdiction upon application, and all rents, issues and profits income and revenue therefrom shall be applied by such receiver to the payment of the Indebtedness Hereby Secured according to law and the orders and directions of the court.

Upon the occurrence of one or more Events of Default or default by Trustor in the performance of any agreement hereunder, or under any instrument or agreement secured hereby, Beneficiary may

declare all sums secured hereby immediately due and payable and, at the option of the Beneficiary, this Deed of Trust may, at the election of Beneficiary be foreclosed in the manner provided by law for the foreclosure of mortgages on real property; or the Conveyed Property may be foreclosed in the manner provided in the Nebraska Trust Deeds Act under the power of sale conferred upon the Trustee hereunder.

In the event that the Conveyed Property is sold pursuant to the power of sale conferred upon the Trustee hereunder, the Trustee shall cause to be filed of record a written notice of default and election to sell the Conveyed Property. After the lapse of such time as then may be required by law following recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Conveyed Property, either as a whole or in separate parcels, and in such order as it or Beneficiary may determine at public auction to the highest bidder. Trustee may postpone the sale of all or any portion of the Conveyed Property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters of fact or otherwise shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or beneficiary, may purchase at such sale. The Trustee shall apply the proceeds of the Trustee's sale, first, to the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's fees actually incurred, not to exceed five percent of the principal balance unpaid at the time of recording the notice of default, second, to the payment of the obligation secured by this Deed of Trust, third, to the payment of junior trust deeds, mortgages or other liens, and the balance, if any, to the person or persons legally entitled thereto.

Trustor agrees, for itself and any and all persons or concerns claiming by, through or under Trustor, that if it, or any one or more of them, shall hold possession of the above described property, or any part thereof, subsequent to foreclosure hereunder, it, or the parties so holding possession, shall become, and be considered as, tenants at will of the purchaser or purchasers at such foreclosure sale; and any such tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental thereof, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages which may be sustained by any such tenant as a result thereof being hereby expressly waived.

If, while any insurance proceeds or condemnation awards are being held by the Beneficiary to reimburse the Trustor for the cost of rebuilding or restoration of Improvements as set forth in this Deed of Trust, an Event of Default shall occur, then and in such event, the Beneficiary shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the Indebtedness Hereby Secured in such order as the Beneficiary may determine and any excess held by it over the amount of such indebtedness shall be returned to the person or persons entitled thereto, without interest.

22. Expense of Collection and Foreclosure. If a default or an Event of Default shall occur the Trustor shall pay all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Beneficiary for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, costs of environmental assessments, stenographers' charges, publication costs, and costs of procuring all such abstracts of title, title searches and examinations, title insurance policies and similar data and assurances with respect to title as the Beneficiary may deem reasonably necessary to evidence to bidders at any sale which may be had pursuant to the foreclosure the true condition of the title to or the value of the Conveyed Property. All expenditures and expenses of the nature in this section mentioned, together with interest thereon from date of any such expenditure at the per annum Default Interest Rate (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall be immediately due and payable on demand and shall be added to and become part of the Indebtedness Hereby Secured.

23. Payment of Prepayment Premium. The Note may be subject to voluntary prepayment by the Trustor under the conditions therein stated, in some cases with premium and in some cases without premium. If, following the occurrence of an Event of Default and an acceleration of the Indebtedness Hereby Secured but prior to a sale of the Conveyed Property in foreclosure, the Trustor shall tender to the Beneficiary payment of an amount sufficient to satisfy the Indebtedness Hereby Secured, such tender shall be deemed to be a voluntary prepayment under the Note and, accordingly, the Trustor shall also pay to the Beneficiary the prepayment premium (if any) then required under the Note in order to exercise the prepayment privilege contained therein. If such tender is made during a period when prepayment is not permitted, the premium shall be the highest amount stated in the prepayment clause in the Note secured hereby.

24. Forbearance Not a Waiver; Rights and Remedies Cumulative. No delay by the Beneficiary or the Trustee in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by the Beneficiary of any particular provision of this Deed of Trust shall be deemed effective unless in writing signed by the Beneficiary. All such rights and remedies provided for herein or which the Beneficiary or the Trustee or the holder of the Note may have otherwise, at law or in equity, shall be distinct, separate and cumulative and may be exercised singly or serially (in any order) or concurrently, and as often as the occasion therefor arises. No action by the Beneficiary or the Trustee under the provisions of this Deed of Trust shall impair any acceleration or foreclosure right or remedy available to the Beneficiary or the Trustee under this Deed of Trust. Acceleration of the Indebtedness Hereby Secured, once claimed hereunder by the Beneficiary, may, at the option of the Beneficiary, be rescinded, but the tender and acceptance of partial payments alone shall not in any way affect or rescind such acceleration of the Indebtedness Hereby Secured.

25. Waiver of Appraisalment, Etc. The Trustor hereby waives to the full extent lawfully allowed the benefit of any homestead, appraisalment, valuation, stay and extension laws now or hereinafter in force and all rights of marshaling. In the event of any foreclosure sale of the Conveyed Property or any part thereof or any interest therein, the Beneficiary shall have the right to have the Conveyed Property sold as separate units or parcels or as a single unit or parcel.

26. Release of Instrument. When all Indebtedness Hereby Secured has been paid, this Deed of Trust and all assignments herein contained shall be void and the Conveyed Property shall be reconveyed to the Trustor by the Trustee at the cost and expense of the Trustor otherwise to remain in full force and effect.

27. Security Agreement. The parties agree to the following additional defined terms:
"Account" shall have the definition assigned to it in the UCC.

"Bank" shall have the meaning assigned to that term in the UCC.

"Chattel Paper" shall have the definition assigned to it in the UCC.

"Commercial Tort Claim" shall have the definition assigned to it in the UCC.

"Deposit Account" shall have the definition assigned to it in the UCC.

"Document" shall have the definition assigned to it in the UCC.

"Financing Statements" shall have the definition assigned to it in the UCC.

"General Intangibles" shall have the definition assigned to it in the UCC.

"Goods" shall have the definition assigned to it in the UCC. "Goods" include all detached fixtures, items of Personal Property that may become fixtures, property management files, accounting books and records, reports of consultants relating to the Land, site plans, test borings, environmental or geotechnical surveys samples and test results, blueprints, construction and shop drawings, and plans and specifications.

"Investment Property" shall have the definition assigned to that term in the UCC.

"Letter of Credit Rights" shall have the definition assigned to it in the UCC.

"Money" shall have the definition assigned to it in the UCC.

"Personal Property" means Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Goods, Instruments, General Intangibles, Investment Property, Letter-of-Credit Rights, Letters of Credit, Money, and Proceeds.

"Proceeds" shall have the meaning assigned to that term in the UCC.

"UCC" means the Uniform Commercial Code as adopted in the state where the Conveyed Property is located.

This Deed of Trust shall also constitute and serve as a "Security Agreement" on Personal Property located on, arising from or related to the Conveyed Property. The Trustor hereby grants Beneficiary a security interest in all such Personal Property. The Trustor hereby authorizes the Beneficiary to execute any "Financing Statements" deemed necessary by the Beneficiary and agrees with the Beneficiary to execute and deliver to the Beneficiary, in form and substance satisfactory to the Beneficiary, such further assurances as the Beneficiary may, from time to time, consider reasonably necessary to create, perfect, and preserve the security interest of the Beneficiary herein granted, and the Beneficiary may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. The Beneficiary shall have all the rights, remedies and recourse with respect to the personal property afforded a Secured Party by the aforesaid Uniform Commercial Code in addition to, and not in limitation of, the other rights, remedies and recourse afforded the Beneficiary by this Deed of Trust.

Trustor shall provide to Beneficiary upon request, certified copies of any searches of UCC records deemed necessary or appropriate by Beneficiary to confirm the first priority status of its security interest in the Personal Property, together with copies of all documents or records evidencing security interests disclosed by such searches. The Trustor shall pay all filing fees and costs and all reasonable costs and expenses of any record searches (or their continuations) as the Beneficiary may require. All of the Personal Property is, and shall during the term hereof continue to be, owned by the Trustor, and is not the subject matter of any lease, control agreement or other instrument, agreement or transaction whereby any ownership, security or beneficial interest in the Personal Property is held by any person or entity other than the Trustor, subject only to (1) the Beneficiary's security interest, (2) the rights of tenants occupying the Land pursuant to leases approved by the Beneficiary, and (3) the exception on title as permitted hereunder. The Trustor covenants and agrees that Trustor will furnish Beneficiary with notice of any change in its name, form of organization, or state of organization within thirty (30) days prior to the effective date of any such change. The Trustor will not remove or permit to be removed any item included in the Goods from the real property described herein, unless the same is replaced immediately with unencumbered Goods (1) of a quality and value equal or superior to that which it replaces and (2) which is located on the real property described herein. All such replacements, renewals, and additions shall become and be immediately subject to the security interest of this Deed of Trust.

This Deed of Trust constitutes a financing statement filed as a fixture filing in the records of the County where the Premises is located with respect to any and all fixtures comprising the Premises. The "debtor" is the Trustor, the "secured party" is the Beneficiary, and the collateral is as described above and in the granting clause of this Deed of Trust. The owner of record of the Land is the Trustor.

28. Giving of Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and the mailing thereof by United States Postal Service certified or registered mail, or by recognized national overnight courier service, postage prepaid, addressed to

the Trustor or the Beneficiary, as the case may be, at the respective address first above set out, or at such other place as any party hereto may by notice in writing designate to the other party as a place for service of notice, shall constitute service of notice hereunder.

29. Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Conveyed Property, then, to the extent of such funds so used, the Indebtedness Hereby Secured and this Deed of Trust shall be subrogated to all of the rights, claims, liens, titles and interests heretofore existing against the Conveyed Property to secure the indebtedness so extinguished, extended or renewed and the former rights, claims, liens, titles and interests, if any, are not waived but rather are continued in full force and effect in favor of the Beneficiary and are merged with the lien created herein as cumulative security for the repayment of the Indebtedness Hereby Secured.

30. Governing Law; Severability. In the event one or more of the provisions contained in this Deed of Trust or the Note or in any other document collateral to this Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Beneficiary, not affect any other provision of this Deed of Trust, and this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Deed of Trust is to be construed and governed by the laws of the State of Nebraska.

31. No Usury. Notwithstanding any provision hereof, it is not intended by the Note or the Assignment of Leases or this Deed of Trust or any other document collateral to this Deed of Trust to impose upon the Trustor any obligation to pay interest in excess of the maximum rate of interest permitted by law, and any interest which exceeds such maximum rate of interest shall automatically abate to the extent of such excess.

32. No Merger. Unless the Beneficiary shall expressly consents in writing, the fee title to the Conveyed Property and the leasehold estate of any lessee under any lease of the Conveyed Property shall not merge but shall always remain separate and distinct notwithstanding the union of such estates either in the Trustor, a lessee under any such lease or a third party.

33. Estoppel Affidavits. The Trustor, within ten (10) days after written request from the Beneficiary, shall furnish a written statement, duly acknowledged, setting forth the unpaid balance of the Indebtedness Hereby Secured and whether or not any offsets or defenses exist against such indebtedness.

34. Successors and Assigns, etc. This Deed of Trust and each and every covenant, agreement and other provision hereof shall be binding upon the Trustor and its successors and assigns including, without limitation, each and every from time to time record owner of the fee title to the Conveyed Property or any other person having an interest therein and shall inure to the benefit of the Trustee and the Beneficiary and their successors and assigns. Wherever herein the Beneficiary is referred to, such reference shall be deemed to include the holder from time to time of the Note

whether so expressed or not, and each such from time to time holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded hereby and hereafter and may enforce all and every of the terms and provisions hereof, as fully and to the same extent and with the same effect as if each such from time to time holder is herein by name specifically granted such rights, privileges, powers, options, benefits and is herein by name designated as the Beneficiary. As used herein the words "successors and assigns" shall also be deemed to include the heirs, representatives, administrators and executors of any natural person who is a party to this Deed of Trust. In this Deed of Trust, whenever the context so requires, the masculine, feminine or neuter genders shall include the other genders, the singular number includes the plural and the plural the singular, and the term "person" shall include any individual, partnership, trustee or unincorporated association. If more than one person has executed this Deed of Trust as the Trustor, the term "Trustor" shall include all such persons and the obligations of all such persons shall be joint and several.

35. Captions and Headings. The captions and headings of the various sections of this Deed of Trust are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof.

36. Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

37. Limitation of Liability. Subject to the limitations and exceptions contained in this section, and further subject to the terms of any guaranty agreement(s) and environmental indemnity agreement(s) executed in connection herewith, the Loan Documents (as hereinafter defined) shall be non-recourse to the Trustor except that Trustor shall be personally liable to Beneficiary, on a joint and several basis: (i) for payment of the Indebtedness Hereby Secured and performance of Trustor's obligations under the Note, any guaranty of the Note, this Deed of Trust, the Assignment of Leases and any other document executed therewith (hereinafter the "Loan Documents") if any of the events described in the following items a. through e. occur; and (ii) to the extent of any loss suffered by the Beneficiary as a result of the occurrence of any of the events described in the following items f. through p.:

a. Fraud or material misrepresentation in connection with the Loan Documents or the loan evidenced thereby; b. The occurrence of any prohibited transfer without the prior written consent of the Beneficiary; c. The voluntary encumbrance of the Conveyed Property or any part thereof or interest therein by a lien securing an obligation for which Trustor or any of its members, shareholders, partners or beneficiaries are personally liable; d. Any act, other than the assertion of valid legal defenses, by Trustor, or its members, shareholders, partners or beneficiaries to contest, delay or otherwise hinder the Beneficiary's legal enforcement actions under the Loan Documents; e. Any breach of the obligations of Trustor under the environmental provisions of this Deed of Trust, including, without limitation, the indemnification obligations thereunder; f. Any seizure or forfeiture of the Conveyed Property or other collateral or security provided under any of the Loan Documents, or any portion thereof or the Beneficiary's interest therein, pursuant to federal, state or local laws,

other than by condemnation; g. Waste or any act or omission by Trustor which materially reduces the value of the Conveyed Property; h. The failure following a default under any of the Loan Documents to apply all of the rents, profits or other income from the Conveyed Property or other collateral or security to the payment of the Indebtedness Hereby Secured, after paying all reasonable, ordinary and customary expenses directly incurred and currently due for the operation of the Conveyed Property; i. The collection of rents or other income from the Conveyed Property or other collateral or security more than thirty (30) days in advance or the failure to account for security deposits of tenants or other occupants at the Conveyed Property (and interest required by law or agreement to be paid thereon) which in either such case are not turned over to Beneficiary immediately after Beneficiary's demand following the occurrence of a default under any of the Loan Documents; j. The application of insurance proceeds or condemnation awards relating to the Conveyed Property or other collateral or security provided under any of the Loan Documents in a manner contrary to the applicable provisions of the Loan Documents; k. The failure to maintain casualty, liability and other insurance as required under the Loan Documents; l. The existence of any lien on the Conveyed Property (whether or not voluntary) other than those liens approved by Beneficiary; m. The removal, in violation of the Loan Documents, of any fixtures or personal property now or hereafter constituting collateral for the payment of Trustor's obligations under the Loan Documents; n. The failure to pay real estate taxes, special assessments, personal property taxes and other levies or assessments constituting a lien against all or any part of the Conveyed Property or the collateral or other security provided under any of the Loan Documents; o. The expenditure by Beneficiary of any sums required to perform landlord obligations under leases of the Conveyed Property or any part thereof required to have been performed prior to any transfer of possession of the Conveyed Property to Beneficiary or a receiver; and p. Any modifications, terminations or cancellations of any lease(s) of the Conveyed Property or any part thereof without the prior written consent of Beneficiary, if and to the extent such consent is required under the Loan Documents.

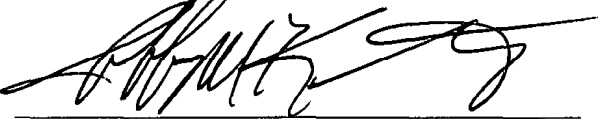
The foregoing provisions of this section shall not (i) limit or impair in any way the validity or priority of the lien of this Deed of Trust or the liens created under any other Loan Documents, (ii) prevent the failure to pay when due of any amounts under the Loan Documents, or the failure to comply with any other covenants under the Loan Documents, from constituting a default under the Loan Documents, (iii) limit or impair in any way the rights of the Beneficiary to accelerate maturity of the Indebtedness Hereby Secured or to cause a foreclosure sale or other enforcement of its remedies as to the Conveyed Property under the Loan Documents, (iv) limit or impair in any way Beneficiary's right to name Trustor or any guarantor a party defendant in any action for foreclosure under, or other enforcement of, the Loan Documents, if Trustor or any guarantor is a necessary party in connection therewith, or (v) limit or impair in any way Beneficiary's rights, or release any person's or entity's obligations, under any indemnity or guaranty given in connection with the Loan Documents.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

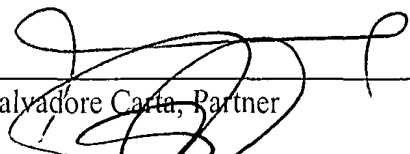
IN WITNESS WHEREOF, the Trustor has duly executed this Deed of Trust as of the day and year first above written.

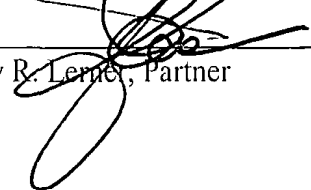
Fifty Joint Venture LLC, a Nebraska limited liability company

By: Venture-50, Inc., a Nebraska corporation, Member

By: 
Jeffrey M. Keating, Vice President

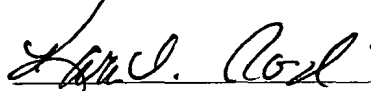
By: Lerner Fifty, a Nebraska general partnership, Member

By: 
Salvadore Carta, Partner

By: 
Jay R. Lerner, Partner

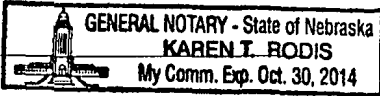
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30th day of MARCH, 2011, by Salvadore Carta, Partner of Lerner Fifty, a Nebraska general partnership, member of Fifty Joint Venture LLC, a Nebraska limited liability company, on behalf of such limited liability company.



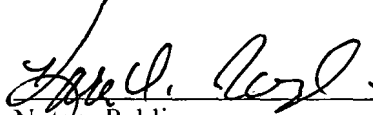
Notary Public

My commission expires: 10/30/14



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 30th day of MARCH, 2011, by Jay R. Lerner, Partner of Lerner Fifty, a Nebraska general partnership, member of Fifty Joint Venture LLC, a Nebraska limited liability company, on behalf of such limited liability company.



Notary Public

My commission expires: 10/30/14



This Document Prepared By:

Tonya L. Lengar
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American United Life Insurance Company
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