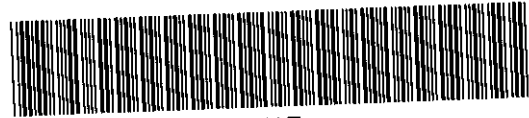




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REGISTER OF DEEDS
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DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FINANCING STATEMENT

THIS INSTRUMENT, made as of the 10th day of July, 2001, between the grantor and trustor, WARREN DISTRIBUTION, INC. f/k/a WARREN OIL COMPANY, INC., a Nebraska corporation (hereinafter referred to as "Trustor"), whose address is 727 South 13th Street, Omaha, Nebraska 68102; the grantee and trustee, ~~HEARTLAND/TITLE/SERVICES~~,** a title insurer authorized to do business in Nebraska (hereinafter referred to as "Trustee"), whose address is 1320 S. 119th Street, Omaha, Nebraska 68144; and the beneficiary, U. S. BANK NATIONAL ASSOCIATION a national banking association (hereinafter referred to as "Beneficiary"), whose address is U. S. Bank Place, 601 2nd Avenue South, 5th Floor, Minneapolis, Minnesota 55402-4302, Attention: Business Finance Division.

** STEWART TITLE GUARANTY COMPANY

WHEREAS, Trustor is the fee owner of certain real property located in the City of Omaha, County of Douglas, State of Nebraska, legally described on Exhibit A attached hereto and hereby made a part hereof (hereinafter referred to as "Premises"), which Premises are subject to certain Permitted Encumbrances enumerated on said Exhibit A (hereinafter referred to as "Permitted Encumbrances"); and

WHEREAS, there have been or will be constructed upon, under and on the Premises certain buildings, structures and other improvements (hereinafter referred to as "Improvements"), which are or will be owned by Trustor; and

WHEREAS, Trustor is justly indebted to Beneficiary in the principal amount of Eighteen Million Two Hundred Eighty Five Thousand and No/100ths Dollars (\$18,285,000.00), or so much thereof as may have been advanced to or for the benefit of Trustor and remains unpaid from time to time, together with interest thereon at the rate or rates per annum set forth in the Credit Agreement (as hereinafter defined), is payable in accordance with the terms of the Credit Agreement, with the entire unpaid principal balance and any unpaid, accrued interest thereon maturing and being due and payable in full not later than May 24, 2004; and

WHEREAS, the Beneficiary, as a condition to the Third Amendment Effective Date and the making of the Real Estate Loan, has required the execution of this Deed of Trust by Trustor; and

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WHEREAS, there are now, or may in the future be, located on, within or about the Premises and Improvements certain items of furniture, fixtures, furnishings, equipment, machinery and personal property, now or hereafter owned by Trustor, and now or hereafter attached or affixed to or installed or located within, and used or usable in connection with the development, construction, occupancy, maintenance and/or operation of, the Premises and the Improvements, whether attached or detached, including but not limited to any and all such appliances; furniture; carpeting; floor coverings; draperies; window coverings; furnishings; fences; partitions; generators; doors; windows; millwork; overhead doors; screens; storm windows and doors; locks; hardware; shades; awnings; motors; engines; boilers; tanks; water heaters; pumps; furnaces; heat registers; radiators; thermostats; plumbing; sinks; water closets; basins; faucets; elevators; switchboards; cleaning, call, vacuum and sprinkler systems; fire extinguishing apparatus and equipment; water tanks; lighting, heating, ventilating, air conditioning and air cooling systems, facilities, units, apparatus and equipment; incinerating, communicating and refrigerating equipment; water, gas, telephone and electric supply fixtures, machinery, ducts, piping, wiring, conduits, appurtenances and equipment; alarm and security systems; electronic intercommunication systems; maintenance and cleaning equipment and supplies; lumber, insulation, structural steel, roofing, flooring, concrete panels, cement, blocks, bricks, stone, paint, nails, screws, and all other construction and building materials (including but not limited to those acquired by Trustor and stored in warehouses with Beneficiary's approval); parking lot lighting; and trees, bushes, shrubs and sod, whether or not permanently affixed to the real estate, together with all appurtenances, extensions, additions, improvements, betterments, renewals, accessions, replacements, proceeds, products and substitutions thereto, therefor and thereof (hereinafter collectively referred to as "Property").

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, and the debt and trust herein stated, the receipt and sufficiency of which are hereby acknowledged; in consideration of all loans, advances, debts, liabilities, obligations, covenants and duties owed by Trustor to the Beneficiary of any kind or nature, present or future, whether or not evidenced by any Note, guaranty or other instrument, whether arising under that certain Credit and Security Agreement by and between Trustor and Beneficiary, dated as of May 24, 1999, as amended by a First Amendment to Credit and Security Agreement dated October 23, 2000, by a Second Amendment to Credit and Security Agreement dated as of December 8, 2000, and by a Third Amendment to Credit and Security Agreement and Waiver (the "Third Amendment") dated as of even date herewith (the Credit Agreement as so amended and as it may further be amended, modified, supplemented, increased, or restated from time to time is herein referred to as the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Credit Agreement), any Note, the other Loan Documents), all of the terms of which are hereby incorporated herein and made a part hereof by reference as if fully set forth herein, or under any other agreement or by operation of law, whether or not for the payment of money, whether arising by reason of an extension of credit, opening, guarantying or confirming of a letter of credit, guaranty, indemnification or in any other manner, whether joint, several or joint and several, direct or indirect (including those acquired by assignment or purchases), absolute or contingent, due or to become due, and however acquired and, without limiting the generality of the foregoing, includes all principal, interest, fees,

charges, expenses, reasonable attorneys' fees, and any other sum chargeable to Trustor under the Credit Agreement or any other Loan Document, Trustor has on this date irrevocably granted, transferred, conveyed, assigned, bargained and sold, and does hereby grant, transfer, convey, assign, bargain and sell unto Trustee, and any and all successors of Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, all of Trustor's right, title and interest in and to the Premises, including all rights, easements, privileges and appurtenances thereunto belonging or in anywise appertaining; the Improvements; the Property; all rents, issues, income and profits therefrom and/or from the sale thereof, including but not limited to Trustor's interest in, to and under any leases thereof and all right of Trustor to collect any and all rents from tenants of the Premises and Improvements; all soil tests, reports, appraisals, feasibility studies and engineering reports relating to the Premises, the Improvements and the Property; any and all present and future accounts, chattel paper, documents, instruments, money and deposit accounts, contract rights, trade names and general intangibles, wherever located, now owned or hereafter acquired by Trustor and arising from or otherwise related to the Premises, the Improvements or the Property; and all permits, licenses and certificates relating to the Premises, the Improvements or the Property and/or the use being made or to be made thereof (all of which property shall be hereinafter collectively referred to as the "Subject Property"). To have and to hold the Subject Property, together with all privileges, hereditaments and appurtenances thereunto now or hereafter belonging, or in anywise appertaining, and the proceeds and products of all Improvements and Property, to the use and benefit of Trustee, and Trustee's successors, heirs and assigns, forever in fee simple in trust; PROVIDED, NEVERTHELESS, THAT THIS IS A DEED OF TRUST and this conveyance is made IN TRUST to secure the indebtedness and covenants, obligations and agreements recited above, and these presents are upon the express condition that, if Trustor shall pay or cause to be paid in full the Loans, and if Trustor shall strictly observe and perform all of the terms, covenants and conditions herein, therein and in the Credit Agreement set forth, then this Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement (hereinafter referred to as "Deed of Trust"), and the estate, right and interest of Trustee in and to the Subject Property created hereby, shall be of no further force and effect and shall be released of record at the request of Trustor and at Trustor's expense, otherwise to remain in full force and effect.

Trustor and Beneficiary further agree as follows:

ARTICLE I

GENERAL COVENANTS AND WARRANTIES

Section 1.1 Performance of Trustor's Obligations. Trustor shall duly, punctually and fully pay, do and perform all obligations and things on its part to be paid, done or performed under the Note, under this Deed of Trust, under the Credit Agreement and under any other instrument which refers to or secures any Note (hereinafter collectively referred to as "Other Loan Documents" and individually referred to as an "Other Loan Document"). Time is of the essence hereof.

Section 1.2 Representations and Warranties by Trustor. Trustor represents and warrants to Beneficiary, as follows:

(a) Trustor is the lawful owner of and has good and marketable fee simple absolute title to the Subject Property; Trustor has good right and lawful authority to grant, bargain, sell, convey, warrant, mortgage, assign, pledge and confirm the same as provided herein; and the Subject Property is free and clear of all mortgages, deeds of trust, liens, pledges, security interests, charges and encumbrances, excepting only Permitted Encumbrances. Trustor warrants and will defend the title to the Subject Property against all claims and demands whatsoever, except Permitted Encumbrances.

(b) The Premises are neither agricultural property, property in agricultural use, nor the homestead of Trustor.

(c) All applicable building, zoning, occupational safety and health, energy and environmental laws, ordinances and regulations affecting the Subject Property permit the use and occupancy thereof for office/warehouse facilities purposes and have been complied with, or will be complied with, in the construction of the Improvements, and Trustor has obtained the necessary consents, permits and licenses to construct the Improvements and to operate the Improvements and the Property for their intended purposes.

Section 1.3 Further Assurances: Security Agreement. Trustor will procure, do, execute, acknowledge and deliver each and every further act, deed, conveyance, transfer, document and assurance necessary or proper for the carrying out more effectively of the purpose of this Deed of Trust and, without limiting the foregoing, for granting, bargaining, selling, conveying, transferring, warranting, assigning, pledging and confirming unto Trustee all of the Subject Property, or property intended so to be, whether now owned or hereafter acquired by Trustor, including, without limitation, the preparation, execution and filing of any documents, such as financing statements and continuation statements, deemed advisable by Beneficiary for perfecting and maintaining its lien on the Subject Property. This Deed of Trust shall further constitute and be deemed to be a security agreement under the Nebraska Uniform Commercial Code, now in force and as hereafter amended, and Trustor hereby grants to Beneficiary a present and continuing security interest in any Property, fixtures, equipment, leases, rents, issues, income, profits, personal property, instruments, general intangibles, accounts, contract rights and claims included within or related to the Subject Property, and in all deposits made pursuant to Section 1.5 hereof and all insurance policies and unearned premiums prepaid thereon, insurance proceeds, and awards, payments or consideration for the taking of the Subject Property, or any portion thereof, by condemnation or exercise of the power of eminent domain, or from any sale in lieu or in anticipation thereof, assigned by Trustor to Beneficiary hereunder, to the extent that a security interest may be granted therein under the terms of the Nebraska Uniform Commercial Code. Trustor agrees to supply Beneficiary with an inventory of all such property in a form acceptable to Beneficiary, from time to time, upon receipt of a written request therefor from Beneficiary.

Section 1.4 Care and Maintenance of Subject Property: Leases. Trustor shall not commit or permit waste or deterioration upon the Subject Property and shall cause the Subject Property and every part thereof, including but not limited to parking areas, Improvements and all ingress and egress easements, if any, to be continually maintained, preserved and kept in safe and good repair, working order and condition, and will comply with all present and future laws, statutes, ordinances, rules and regulations of any governmental authority having or claiming jurisdiction with reference to the Subject Property and the manner of leasing, using, operating or maintaining the same (hereinafter referred to as "Governmental Requirements"), and the provisions of all Governmental Requirements relating to Hazardous Substances (as defined in the Environmental and ADA Indemnification Agreement of even date herewith executed by Trustor and the Guarantors in favor of Beneficiary), and with all private declarations, easements, covenants and restrictions, if any, affecting the title to the Subject Property, or any thereof (hereinafter referred to as "Private Restrictions"), and will not commit, suffer or permit any violation thereof, and will from time to time make all necessary and proper restorations, rebuildings, repairs, renewals, replacements, additions and betterments to the Subject Property, whether required as the result of casualty or otherwise, and whether or not insurance proceeds or condemnation proceeds exist, are made available or are sufficient therefor, in a good and workmanlike manner, so that the value and efficient use thereof shall be fully preserved and maintained, and so that all Governmental Requirements and Private Restrictions shall be complied with. Trustor shall give Beneficiary written notice within three (3) Business Days (as that term is defined in the Credit Agreement), if it receives notice of any violation of any Governmental Requirements or Private Restrictions, or if any damage or destruction occurs to the Subject Property. Trustor agrees not to make any use of the Subject Property, other than as office/warehouse facilities and appurtenances thereto; not to demolish, remove, make additions to or alter the Improvements, without the prior written consent of Beneficiary; not to remove from the Premises or Improvements any of the Property, unless immediately replaced with like property of at least equal value; and not to add any new Improvements or Property, unless all of such replacements and additions shall be free of any vendor's lien, title reservation or other security interest prior hereto. All such replacements and additions shall be subject to the lien hereof and the security interest created hereby, which shall be prior to all other liens or security interests thereon and therein, excepting Permitted Encumbrances. Beneficiary or its agents may enter upon the Subject Property at all reasonable times to inspect the same and for the purpose of protecting its security and preserving its rights hereunder, but shall not be liable to any person, party or entity for failure to do so. Trustor covenants and agrees to promptly complete with due diligence any buildings, Improvements and for which Beneficiary's consent is obtained hereunder in good and workmanlike manner, free and clear of all liens, charges and encumbrances, except the lien hereof and Permitted Encumbrances; and to keep and perform each and every term, condition and covenant of any and all leases upon the Subject Property or any portion thereof (hereinafter referred to as "Leases"), to be by Trustor kept and performed, so as to keep the Leases at all times in full force and effect, and agrees not to anticipate or collect rents more than one (1) month in advance under any Lease without, in each instance, the prior written consent of Beneficiary. Beneficiary shall not be liable to either Trustor or the tenants for the performance of any of the terms, covenants and conditions of the Leases. Trustor shall not by any act or omission diminish or impair the value of the Subject Property and likewise shall not in any way weaken, diminish or impair the security hereof and shall do all acts necessary to

protect and preserve the value of the Subject Property and the lien, priority and security hereof. Trustor shall not seek, petition for, make, consent to or acquiesce in any change in the Governmental Requirements or Private Restrictions relating to the Subject Property, including but not limited to zoning and building codes and ordinances, without Beneficiary's prior written consent.

Section 1.5 Impositions and Liens. Trustor shall, at least ten (10) days before any penalty or interest attaches thereto because of delinquency in payment, pay and discharge, or cause to be paid and discharged, all taxes, assessments, levies and governmental charges imposed upon or against the Subject Property or upon or against any Note or the indebtedness secured hereby or upon or against the interest of Trustee or Beneficiary in the Subject Property or in any Note or the indebtedness secured hereby (hereinafter referred to as "Impositions") and will thereafter deliver the paid receipts therefor to Beneficiary within thirty (30) days after payment of any such Imposition is due. In the event of any legislative enactment or judicial decision after the date of this Deed of Trust, imposing upon Beneficiary the obligation to pay any such Imposition, or deducting the amount secured by lien of this Deed of Trust from the value of the Subject Property for the purpose of taxation, or changing in any way the laws now in force for the taxation of deeds of trust or debts secured thereby, or the manner, operation or method of collection of any such Imposition, so as to affect the interests of Trustee or Beneficiary, then, and in such event, Trustor shall bear and promptly pay the full amount of such Imposition or any substituted tax; provided, however, that, if for any reason payment thereof by Trustor would be unlawful or unenforceable, or if payment thereof by Trustor would constitute usury or would render the loan or indebtedness secured hereby wholly or partially usurious under any of the terms or provisions of any Note or of this Deed of Trust, or otherwise, Beneficiary may declare the whole sum secured by this Deed of Trust, with interest thereon, to be immediately due and payable. Trustor shall not suffer to exist and shall promptly pay and discharge any mechanics', furnishers', materialmen's, statutory or other lien or encumbrance on the Subject Property or any part thereof (hereinafter referred to as "Liens"), except for Permitted Encumbrances, provided, however, that any such mechanics, furnishers' or materialmen's lien may be removed by bond or other similar means allowed under applicable law satisfactory to Beneficiary.

Notwithstanding the foregoing, Trustor shall not be in default hereunder in respect to the payment of any Impositions or Liens which Trustor shall be required by any provision hereof to pay, so long as Trustor shall first notify Beneficiary, in writing, at least thirty (30) days prior to the due date thereof, if any, or otherwise at least ten (10) days before commencement of any contest thereof, of its intention to contest the amount, applicability and/or validity of such Imposition or Lien and shall thereafter, in good faith, in compliance with all applicable statutes, and with all possible promptness, diligently contest the same, and Trustor may postpone or defer payment of a portion of said Impositions or Liens, if, but only if, permitted by statute, and if neither the Subject Property, nor any portion thereof, would, by reason of such postponement or deferment, be in danger of being forfeited or lost; provided, however, that Trustor shall furnish to Beneficiary, prior to commencing any such contest, cash or other security satisfactory to Beneficiary to indemnify Beneficiary against any loss or liability by reason of any such contest and to pay any such Imposition or Lien, together with interest and penalties thereon, if any, if such contest should fail. Upon a final adjudication of any such contest, and, in any event, at least

thirty (30) days prior to the date on which the interest of Trustee or Beneficiary in the Subject Property would otherwise forfeit by reason of the nonpayment of any such Imposition or Lien, Trustor shall pay the amount thereof then due, including any penalties and interest thereon. Beneficiary may, at its option, make such payment from the security deposited by Trustor, if Trustor fails to so pay the same.

In order to further secure the payment of the sums and the performance of the obligations secured hereby, Trustor, upon written request of Beneficiary (which may be made only if an event of default has occurred hereunder, and thereafter may be made even if such event of default has been cured) shall pay to Beneficiary, monthly, in addition to, concurrently with, and at the same time as each monthly payment of principal and/or interest required hereunder, or under any Note, a sum equivalent to one-twelfth (1/12) (or such greater fraction as may be necessary to accumulate sufficient funds to make any payment due less than thirteen [13] months after the date thereof) of the amount estimated by Beneficiary to be sufficient to enable Beneficiary to pay, at least thirty (30) days before they become due, all Impositions and the premiums upon all insurance required to be maintained by Trustor hereunder. No interest shall be payable by Beneficiary upon the amounts so paid. Said payments shall not be, or be deemed to be, trust funds, but may be commingled with the general funds of Beneficiary. Upon demand by Beneficiary, Trustor shall deliver and pay over to Beneficiary such additional sums as are required to make up any deficiency in the amount necessary to enable Beneficiary to fully pay any of the items hereinabove mentioned. Any excess sums so paid shall be retained by Beneficiary and shall be applied to pay said items, as and when they become due in the future, unless all amounts secured hereby have been paid in full, in which case all excess sums so paid shall be refunded to Trustor. At Trustor's written request, and if no event of default exists hereunder, Beneficiary shall use, or, at Beneficiary's option, permit Trustor to use, all sums paid by Trustor pursuant to this paragraph to pay the items hereinabove mentioned prior to delinquency. Beneficiary shall not be required to pay any such items in an amount in excess of the sums deposited or paid over by Trustor to Beneficiary pursuant to this paragraph. In the event of the occurrence of any event of default hereunder, Beneficiary may apply against the indebtedness secured hereby, in such a manner as Beneficiary may determine, any funds of Grantor then held under this paragraph, in which funds Trustor hereby grants to Beneficiary a security interest.

Section 1.6 Insurance. Trustor shall obtain, maintain and keep in full force and effect during the term of this Deed of Trust, with all premiums paid thereon, all insurance required by the Credit Agreement.

Trustor will, at its sole cost and expense, from time to time and at any time when Beneficiary shall so request, provide Beneficiary with evidence of the full replacement cost of the Subject Property in a form acceptable to Beneficiary. Trustor shall promptly notify Beneficiary and the appropriate insurer in writing of any loss covered by any of the above-mentioned types of insurance.

All insurance provided for in this Section 1.6 shall be effected under a valid and enforceable policy or policies of insurance in form and substance approved by Beneficiary, shall

be issued by insurers of recognized responsibility, which are licensed to do business in the State of Nebraska, and which are acceptable to Beneficiary, and shall be satisfactory to Beneficiary in all other respects.

All hazard and casualty insurance policies maintained by Trustor pursuant to the foregoing provisions of this Section 1.6 shall i) provide that any losses payable thereunder shall (pursuant to a standard first mortgagee clause in favor of, and acceptable to, Beneficiary, to be attached to each such policy) be payable to Beneficiary and assigns, ii) include effective waivers by the insurer of all claims for insurance premiums against Beneficiary, iii) provide that any losses shall be payable notwithstanding a) any act of negligence by Trustor or Beneficiary, b) any foreclosure or trustee's sale or other proceedings or notice of sale relating to the Subject Property, c) any waiver of subrogation rights by the insured, or d) any change in the title to or ownership of any of the Subject Property, and iv) be written in amounts sufficient to prevent Trustor from becoming a co-insurer under said policies. All liability insurance policies maintained by Trustor pursuant to this Section 1.6 shall name Beneficiary as an additional insured and shall waive contribution from any other insurance carried by Beneficiary in the event of loss. Trustor shall cause the originals or certified copies of the policies of all such insurance to be deposited with Beneficiary or to be otherwise held as directed by Beneficiary. At least fifteen (15) days prior to the date on which the premiums on each such policy shall become due and payable, Trustor shall furnish Beneficiary with proof reasonably satisfactory to Beneficiary of payment thereof. Each of such policies shall contain an agreement by the insurer that the same shall not be amended, modified, cancelled, reduced or terminated for any reason, including but not limited to a failure to pay premiums and/or expiration by its terms, without at least thirty (30) days' prior written notice to Beneficiary. If this Deed of Trust is foreclosed or the Subject Property is sold pursuant hereto at a trustee's or other sale, the purchaser at the foreclosure, trustee's or other sale shall, after the expiration of any statutory period of redemption, become the sole and absolute owner of any and all such policies, with the sole right to collect and retain all unearned premiums thereon, and, for this purpose, Trustor hereby assigns and grants a security interest in said policies and unearned premiums to Beneficiary.

In the event of loss, Trustor shall immediately give written notice thereof to Beneficiary, and Beneficiary is authorized and empowered (but not obligated or required) to make proof of loss, to settle, adjust or compromise any claims for loss, damage or destruction under, and to collect and receive all proceeds of, any policies of hazard and casualty insurance maintained pursuant hereto. Trustor shall reimburse Beneficiary, on demand, for all costs and expenses, including but not limited to court costs and attorneys' fees, incurred by Beneficiary in connection therewith, plus interest thereon from the date incurred at the Default Rate. All proceeds of such insurance are hereby absolutely and unconditionally assigned, and shall be paid, to Beneficiary. Such proceeds shall, at Beneficiary's option, be applied first to the payment of all costs and expenses incurred by Beneficiary in obtaining such proceeds, and second, at Beneficiary's option, either to the reduction of the indebtedness hereby secured in such order as Beneficiary may elect, whether then due and payable or not, or to the restoration or repair of the Subject Property, without affecting the lien of this Deed of Trust or the obligations of Trustor hereunder. Interest upon the entire indebtedness secured hereby shall continue until any such proceeds are received and applied to such indebtedness by Beneficiary. Pending a decision as to the proper

use and application of any insurance proceeds, and during any such restoration or repair, Beneficiary shall not be liable for interest on such proceeds. If Beneficiary elects to apply any such insurance proceeds to the restoration or repair of the Subject Property, it shall not be liable for supervising such restoration or repair or for supervising the disbursement of such insurance proceeds therefor, but such disbursement shall proceed in accordance with the procedures customarily employed by Beneficiary in disbursing the proceeds of construction loans on projects similar to the Subject Property. In such event, Trustor shall deposit with Beneficiary, prior to commencing any such restoration or repair, the amount, if any, by which the cost of such restoration or repair, as determined by Beneficiary, exceeds the amount of such insurance proceeds, which amount shall be disbursed to pay costs of such restoration and repair prior to, and in the same manner as, such insurance proceeds. Any surplus which may remain after payment of all costs of restoration or repair may, at the option of Beneficiary, be applied to reduction of the indebtedness hereby secured, in any order which Beneficiary may determine, whether then due and payable or not, or be paid to Trustor, as its interest may appear, the choice of application to be solely at the discretion of Beneficiary. In no event shall Beneficiary be held responsible for failure to pay for any insurance required hereby or for any loss or damage growing out of a defect in any policy thereof or growing out of any failure of any insurance company to pay for any loss or damage insured against or for failure by Beneficiary to obtain such insurance or to collect the proceeds thereof.

Section 1.7 Utilities and Services. Trustor shall pay or cause to be paid promptly, when due, all charges or fees for utilities or services, including but not limited to electricity, water, gas, telephone, sanitary sewer, and trash and garbage removal, supplied to the Subject Property, and, upon request of Beneficiary, shall furnish receipts to Beneficiary showing such payment.

Section 1.8 Cure of Defaults by Beneficiary. If Trustor shall fail to observe, comply with or perform any of the terms, covenants and conditions herein with respect to the procuring and delivery of insurance, the payment of Impositions or Liens, the keeping of the Subject Property in repair, the furnishing of financial and operating statements, or any other term, covenant or condition contained herein, in any Note, in the Credit Agreement or in any Other Loan Document, Beneficiary may itself observe, comply with or perform the same, may make such advances to observe, comply with or perform the same as Beneficiary shall deem appropriate, and may enter the Subject Property for the purpose of observing, complying with or performing any such term, covenant or condition. Beneficiary may expend such sums, including attorneys' fees (prior to trial, at trial and on appeal), to sustain the lien of this Deed of Trust or its priority, or to protect or enforce, or to obtain the right to enforce, its rights, powers and remedies hereunder, including the payment of any prior liens, claims and encumbrances, other than Permitted Encumbrances which are not in default, or to protect the Subject Property, as it may deem desirable. Trustor agrees to repay all sums so advanced or expended upon demand, with interest thereon at the Default Rate from the date of advancement or expenditure, and all sums so advanced or expended, with interest, shall be secured hereby, but no such advance or expenditure shall be deemed to relieve Trustor from any default hereunder. Beneficiary shall not be bound to inquire into the validity of any Imposition or Lien which Trustor fails to pay as and when required hereby and which Trustor does not contest in strict accordance with the terms hereof.

Section 1.9 Sale, Transfer or Encumbrance. If Trustor shall voluntarily, involuntarily or by operation of law agree to, cause, suffer or permit (a) any sale, transfer, lease or conveyance of any interest of Trustor, legal or equitable, in the Subject Property; (b) any change in the ownership of the stock in Trustor; or (c) any mortgage, deed of trust, pledge, encumbrance or lien to be outstanding against the Subject Property or any portion thereof, or any security interest to exist therein, except as created by this Deed of Trust and the other documents which secure the Loans or any Note, and except Permitted Encumbrances, without, in each instance, the prior written consent of Beneficiary, Beneficiary may, at its election, declare the entire indebtedness hereby secured to be immediately due and payable, without notice to Trustor (which notice Trustor hereby expressly waives), and upon such declaration the entire indebtedness hereby secured shall be immediately due and payable, anything hereinabove or in any Note to the contrary notwithstanding.

No transfer, conveyance, lease, sale or other disposition shall relieve Trustor from personal liability for its obligations hereunder or under any Note, whether or not the transferee assumes this Deed of Trust. Beneficiary may, without notice to Trustor, deal with any successor owner of all or any portion of the Subject Property in the same manner as with Trustor, without in any way discharging the liability of Trustor hereunder or under any Note.

Section 1.10 Assignment of Rents, Issues and Profits.

A. Trustor hereby assigns and transfers to Beneficiary all the rents, issues and profits of the Subject Property, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits specifically excluding growing crops. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; that Trustor shall have the right to collect such rents, issues and profits prior to or at any time there is not an event of default hereunder or under any of the Other Loan Documents or any state of facts or circumstances which, with the giving of notice or lapse of time or both, would constitute an event of default hereunder or under any of the Other Loan Documents. The assignment of rents, issues and profits of the Subject Property in this Section 1.10 is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest. The rents, issues and profits are hereby assigned absolutely by Trustor to Beneficiary contingent only upon the occurrence of an event of default hereunder or under any of the Other Loan Documents, or the occurrence of any state of facts or circumstances which, with the giving of notice or lapse of time or both, would constitute an event of default hereunder or under any of the Other Loan Documents.

B. Upon any event of default hereunder or under any of the Other Loan Documents, or upon the occurrence of any state of facts or circumstances which, with the giving of notice or lapse of time or both, would constitute an event of default hereunder or under any of the Other Loan Documents, and notwithstanding any statutory cure period or cure period under any Note, this Deed of Trust or any of the Other Loan Documents, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Subject Property, or any part thereof, in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Subject Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

C. The costs and expenses (including any receiver's fees and attorneys' fees) incurred by Beneficiary pursuant to the powers herein contained shall be immediately reimbursed by Trustor to Beneficiary on demand, shall be secured hereby and shall bear interest from the date incurred at the Default Rate. Beneficiary shall not be liable to account to Trustor for any action taken pursuant hereto, other than to account for any rents actually received by Beneficiary.

Section 1.11 Estoppel Certificate. At any time and from time to time, within three (3) Business Days (as defined in the Credit Agreement) after receipt from Beneficiary of a written request therefor, Trustor shall prepare, execute and deliver to Beneficiary, and/or any other party which Beneficiary may designate, an estoppel certificate stating: (a) the amount of the unpaid principal balance and accrued interest secured by this Deed of Trust on the date thereof; (b) the date upon which the last payment secured by this Deed of Trust was made and the date the next payment secured by this Deed of Trust is due; and (c) that the provisions of any Note, this Deed of Trust, the Credit Agreement and the Other Loan Documents described in said request have not been amended or changed in any manner, that there are no defaults or events of default then existing under the terms of any Note, this Deed of Trust, the Credit Agreement or the Other Loan Documents described in said request, and that Trustor has no defenses, claims or offsets against full enforcement hereof and thereof according to the terms hereof and thereof, or listing and describing any such amendments, changes, defaults, events of default, defenses, claims or offsets which do exist.

Section 1.12 Indemnity. Trustor agrees to indemnify, protect, hold harmless and defend Trustee and Beneficiary, their respective directors, officers, members, employees, agents, contractors, licensees, invitees, successors and assigns (hereinafter collectively referred to as "Indemnified Parties") from and against any and all losses, liabilities, suits, actions, obligations, fines, damages, judgments, penalties, claims, causes of action, charges, costs and expenses (including attorneys' fees, disbursements and court costs prior to trial, at trial and on appeal)

which may be imposed on, incurred or paid by, or asserted against the Indemnified Parties by reason or on account of, or in connection with, (i) any willful misconduct of Trustor or any default or event of default hereunder, (ii) the construction, reconstruction or alteration of the Subject Property, (iii) any negligence of Trustor or any negligence or willful misconduct of any lessee of the Subject Property or any part thereof, or any of their respective agents, contractors, subcontractors, servants, directors, officers, employees, licensees or invitees, or (iv) any accident, injury, death or damage to any person or property occurring in, on or about the Subject Property or any street, drive, sidewalk, curb or passageway adjacent thereto, except to the extent that the same results directly from the willful misconduct of the person or party seeking indemnification. Any amount payable to an Indemnified Party under this Section 1.12 shall be due and payable upon demand therefor and receipt by Trustor of a statement from such Indemnified Party setting forth in reasonable detail the amount claimed and the basis therefor. Trustor's obligations under this Section 1.12 shall survive the repayment or any other satisfaction of the Note and shall not be affected by the absence or unavailability of insurance covering the same or by the failure or refusal of any insurance carrier to perform any obligation on its part under any such policy of insurance. If any claim, action or proceeding is made or brought against an Indemnified Party which is subject to the indemnity set forth in this Section 1.12, Trustor shall resist or defend against the same, in its own name or, if necessary, in the name of such Indemnified Party, by attorneys for Trustor's insurance carrier (if the same is covered by insurance) approved by such Beneficiary or otherwise by attorneys retained by Trustor and approved by such Indemnified Party. Notwithstanding the foregoing, any Indemnified Party, in its discretion, if it disapproves of the attorneys provided by Trustor or Trustor's insurance carrier, may engage its own attorneys to resist or defend, or to assist therein, and Trustor shall pay, or, on demand, shall reimburse Beneficiary such Indemnified Party for the payment of, all fees and disbursements of said attorneys.

ARTICLE II

TAKING OF PROPERTY

Section 2.1 Condemnation or Sale in Lieu Thereof. In case of a taking of or damage to all or any part of the Subject Property as a result of, or a sale thereof in lieu of or in anticipation of, the exercise of the power of condemnation or eminent domain, or the commencement of any proceedings or negotiations which might result in such a taking, damage or sale, Trustor shall promptly give Beneficiary written notice thereof, generally describing the nature of such taking, damage, sale, proceedings or negotiations and the nature and extent of the taking, damage or sale which has resulted or might result therefrom, as the case may be, together with a copy of each and every document relating thereto received by Trustor, and Beneficiary shall have the right to participate in such proceedings or negotiations. Should any of the Subject Property be taken or damaged by exercise of the power of condemnation or eminent domain, or be sold by private sale in lieu or in anticipation thereof, Trustor does hereby irrevocably assign, set over and transfer to Beneficiary any award, payment or other consideration for the property so taken, damaged or sold and any claim or cause of action therefor. Such award, payment or consideration shall, at Beneficiary's option, be applied first to the payment of all costs and

expenses incurred by Beneficiary in obtaining and preserving such award, payment or consideration, and second, at Beneficiary's option, either to the reduction of the indebtedness hereby secured by application thereof to said indebtedness, in such order as Beneficiary may elect, whether then due and payable or not, or to the restoration or repair of the Subject Property, without affecting the lien of this Deed of Trust or the obligations of Trustor hereunder. Beneficiary is authorized, at its option, in the name of Trustor or in its own name, to compromise, settle, collect and receipt for all awards, payments or consideration for the property so taken, damaged or sold. Trustor shall reimburse Beneficiary, on demand, for all costs and expenses, including but not limited to court costs and attorneys' fees, incurred by Beneficiary in connection therewith, plus interest thereon from the date incurred at the Default Rate. Interest upon the entire indebtedness secured hereby shall continue until any such award, payment or consideration is received and applied by Beneficiary to said indebtedness, and, pending a decision as to the proper application of said award, payment or consideration, and pending the completion of any such repairs or restoration, Beneficiary shall not be liable for interest thereon. Trustor will, in good faith and with due diligence, file and prosecute what would, absent this assignment, be its claims for any such award, payment or consideration and will cause the same to be collected and paid over to Beneficiary. In the event Trustor fails to so act or is otherwise in default hereunder, Beneficiary may, at its option, file and prosecute said claims, and Trustor agrees to pay all costs and expenses incurred by Beneficiary in connection therewith, on demand, which costs and expenses shall also be secured hereby and shall bear interest from the date paid at the Default Rate, but Beneficiary shall not be liable to Trustor for any failure by Beneficiary to collect or to exercise diligence in collecting any such award, payment or consideration. If Beneficiary elects to apply any such award, payment or consideration to the restoration or repair of the Subject Property, it shall not be liable to supervise such restoration or repair or to supervise the disbursement of such award, payment or consideration therefor, but disbursement thereof shall proceed in accordance with the procedures customarily employed by Beneficiary in disbursing the proceeds of construction loans on projects similar to the Subject Property. In such event, Trustor shall deposit with Beneficiary, prior to commencing any such restoration or repair, the amount, if any, by which the cost of such restoration or repair, as determined by Beneficiary, exceeds the amount of such award, payment or consideration, which amount shall be disbursed to pay costs of such restoration and repair prior to, and in the same manner as, such award, payment or consideration. Any surplus which may remain after payment of all costs of restoration or repair may, at the option of Beneficiary, be applied in reduction of the indebtedness hereby secured, in any order which Beneficiary may determine, whether then due and payable or not, or be paid to Trustor, as its interest may appear, the choice of application to be solely at the discretion of Beneficiary. If any such taking or sale includes any portion of the Improvements, or more than ten percent (10%) by area of the Premises, or so much of the Premises that the remainder thereof cannot be used in the same manner and to the same extent as prior to said taking without violating some applicable Governmental Requirement or Private Restriction, including but not limited to those relating to parking, Beneficiary may, at its option, declare the principal of and all accrued interest on the Note and all sums advanced hereunder, with interest, to be forthwith due and payable.

ARTICLE III

DEFAULT AND REMEDIES THEREFOR

Section 3.1 Events of Default. If an Event of Default, as defined therein, occurs under any Note, the Credit Agreement or any Other Loan Document (herein referred to as "events of default"), then, in any such case, Beneficiary may, at its option, without notice, declare the principal of and the accrued interest on of all Loans, any Notes, and all sums advanced hereunder, with interest thereon, to be forthwith due and payable, and thereupon all Loan, any Notes and all other indebtedness secured hereby, including both principal and all unpaid interest accrued thereon, including any applicable late payment charges, and including all sums advanced hereunder and interest thereon, shall be and become immediately due and payable without presentment, demand or notice of any kind. Time is of the essence hereof.

Section 3.2 Remedies. In the event of the happening of any event of default, or in case the principal of any Loan or any Note shall have become due and payable in full, whether by lapse of time or by acceleration, then and in every such case the Beneficiary may, at its option:

(a) Proceed to protect and enforce its rights by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, in any Note, in the Credit Agreement or in any Other Loan Document, or in aid of the execution of any right, power or remedy herein or therein granted, or to foreclose this Deed of Trust as a mortgage, or to appoint a receiver, or for damages, or to collect the indebtedness secured hereby, or for the enforcement of any other appropriate legal, equitable, statutory or contractual remedy, and shall be entitled to the appointment of a receiver to operate and protect the Subject Property and to collect rents due under any Lease.

(b) Deliver to Trustee a written declaration of default and demand for trustee's sale pursuant to the power of sale in this Deed of Trust.

(c) Further, the Beneficiary, in exercising its rights hereunder, shall also have, without limitation, all of the rights and remedies provided by the Nebraska Uniform Commercial Code, including the right to proceed under the Nebraska Uniform Commercial Code provisions governing default as to any fixtures, equipment, general intangibles, accounts, contract rights, claims, instruments or personal property which may be included in or related to the Subject Property and as to any deposits, policies, unearned premiums, proceeds, awards, payments or consideration assigned to Trustee or Beneficiary as further security hereunder, separately from the real estate included in the Subject Property, or to proceed as to any or all of such property in accordance with its rights and remedies in respect of said real estate. If Beneficiary should elect to proceed separately as to any such property, Trustor agrees to make such property available to Beneficiary at a place or places reasonably acceptable to Beneficiary, and, if any notification of intended disposition of any of such property is required by law, such notification shall be deemed commercially reasonable and reasonably and properly given if mailed at least ten (10) days before such disposition in the manner below provided.

Section 3.3 Foreclosure By Power of Sale. Should Beneficiary elect to exercise the power of sale herein contained and granted by law, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and any Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Subject Property at the time and place of sale fixed by it in such Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers except such warranty shall not extend to the actions of third parties in possession of the Subject Property as a result of Trustor's default.

(b) Trustee shall apply the proceeds of the trustee's sale first to the payment of all costs and expenses of Trustee and of this Trust, including costs of evidence of title in connection with sale, exercising the power of sale, and of the sale, including the payment of trustee's fees actually incurred, second to the payment of all the obligations secured by this Deed of Trust, in such order as Beneficiary may elect (subject to applicable statutory requirements, if any), and third to the payment of junior trust deeds, mortgages, or other lienholders, and the balance, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Subject Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice, except such as may be required by statute, make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

Section 3.4 Notice of Default and Sale. A copy of any notice of default and any notice of sale hereunder shall be mailed to each person who is a party to this Deed of Trust at the address of such person set forth at the beginning of this Deed of Trust, and a copy of any notice of default and of any notice of sale shall be mailed to each such party at the same time and in the same manner required as though a separate request therefor had been filed by each of such parties as provided in Section 76-1008 of the Nebraska Trust Deeds Act.

Section 3.5 Purchase of Subject Property By Beneficiary. In case of any sale of any of the Subject Property pursuant to any judgment or decree of any court or otherwise in

connection with the enforcement of any of the terms of this Deed of Trust, Beneficiary, its successors or assigns, may become the purchaser, and, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Note and any claims for interest matured and unpaid thereon, together with additions to the Deed of Trust debt accrued, and interest thereon, if any, in order that there may be credited as paid on the purchase price, at Beneficiary's option, any sum then due hereunder and/or under the Credit Agreement, or any Note, including principal and interest thereon, and any accrued additions to the Deed of Trust debt and interest thereon, or any portion thereof.

Section 3.6 Cumulative Nature of Rights, Powers and Remedies. Each and every right, power or remedy herein specifically given shall be cumulative with and in addition to every other right, power or remedy, express or implied, given or now or hereafter existing at law, in equity, by statute, in any Note, in the Credit Agreement, herein or in any Other Loan Document, and each and every right, power and remedy herein specifically given or otherwise so existing may be exercised concurrently or separately, from time to time, as often and in such order as may be deemed expedient by Trustee or Beneficiary or the holder of any Note, and the exercise or the beginning of the exercise of one right, power or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right, power or remedy. No delay or omission of Trustee or Beneficiary in the exercise of any such right, power or remedy shall impair any such right, power or remedy or any other right, power or remedy of Trustee or Beneficiary or be construed to be a waiver of any default or acquiescence therein. Trustee and Beneficiary shall have all rights, powers and remedies available under the law in effect now and/or at the time such rights, powers and remedies are sought to be enforced, whether or not they are available under the law in effect on the date hereof.

Section 3.7 Restoration of Position. In case Trustee or Beneficiary shall have proceeded to enforce any right, remedy or power under this Deed of Trust by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to Trustee or Beneficiary, then and in every such case, Trustor, Beneficiary and Trustee shall be restored to their former positions and rights hereunder with respect to the Subject Property, and all rights, remedies and powers of Trustee and Beneficiary shall continue in full force and effect as if no such proceedings had been initiated.

Section 3.8 Claims in Receivership, Insolvency and Bankruptcy. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, readjustment, composition, dissolution, liquidation, termination or other judicial proceedings affecting Trustor, its creditors or its property, Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable under any Note, the Credit Agreement, this Deed of Trust and any Other Loan Documents, at the date of institution of such proceedings, and for any additional amounts which may become due and payable hereunder and thereunder after such date, including but not limited to Trustor's costs, expenses and attorneys' fees incurred in connection therewith.

Section 3.9 Marshalling, Waiver of Rights. Trustor, for itself and on behalf of all persons, parties and entities which may claim under Trustor, hereby waives all requirements of law relating to the marshalling of assets, if any, which would be applicable in connection with the enforcement by Trustee or Beneficiary of his or its remedies for an event of default hereunder, absent this waiver. Trustor, to the extent permitted by law, also waives the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Subject Property, and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of the Loans, any other amount due under the Credit Agreement or under any Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting such debt. If any law referred to in this Section 3.9 and now in force, of which Trustor, Trustor's heirs, personal representatives, successors and assigns or other person might take advantage despite this Section 3.9, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section 3.9. Trustor expressly waives and relinquishes any and all rights and remedies which Trustor may have or be able to assert by reason of the laws of the State of Nebraska pertaining to the rights and remedies of sureties and all right of dower and homestead in and to the Subject Property.

Section 3.10 Waivers. No waiver of any provision hereof shall be implied from the conduct of the parties. Any such waiver must be in writing and must be signed by the party against which such waiver is sought to be enforced. The waiver or release by Beneficiary of any breach of the provisions, covenants and conditions set forth herein on the part of Trustor to be kept and performed shall not be a waiver or release of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein. The subsequent acceptance of any sum in payment of any indebtedness secured hereby or any other payment hereunder by Trustor to Beneficiary shall not be construed to be a waiver or release of any preceding breach by Trustor of any provision, covenant or condition of this Deed of Trust, other than the failure of Trustor to pay the particular sum so accepted, regardless of Beneficiary's knowledge of such preceding breach at the time of acceptance of such payment. No payment by Trustor or receipt by Beneficiary of a lesser amount than the full amount secured hereby shall be deemed to be other than on account of the sums due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Beneficiary may accept any check or payment without prejudice to Beneficiary's right to recover the balance of such sums or to pursue any other remedy provided in this Deed of Trust. The consent by Beneficiary to any matter or event requiring such consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.

ARTICLE IV

MISCELLANEOUS

Section 4.1 Binding Effect; Survival; Number; Gender. Whenever any of the parties hereto is referred to, such reference shall be deemed to include and apply to the successors and assigns of such party, subject to the provisions of Section 1.9 hereof; and all covenants, promises and agreements by or on behalf of Trustor in this Deed of Trust contained

shall bind Trustor and also its successors and assigns and shall inure to the benefit of Beneficiary and its successors and assigns, whether elsewhere herein so expressed or not. All representations and warranties contained herein or otherwise heretofore made by Trustor, any general partner in Trustor or any Guarantor to Beneficiary shall survive the execution and delivery hereof. The singular of all terms used herein shall include the plural, the plural shall include the singular, and the use of any gender herein shall include all other genders, where the context so requires or permits.

Section 4.2 Severability. The unenforceability or invalidity of any provision or provisions of this Deed of Trust as to any persons or circumstances shall not render that provision nor any other provision or provisions herein contained unenforceable or invalid as to any other persons or circumstances, and all provisions hereof, in all other respects, shall remain valid and enforceable. Beneficiary shall be subrogated for further security to the lien, whether or not released of record, of any and all encumbrances paid out of the proceeds of the Note or the Credit Agreement or out of any advances made by Beneficiary hereunder.

Section 4.3 Notices. Unless otherwise required by the specific provisions hereof or by law in respect to any matter, any notice or other communication to any party in connection with this Deed of Trust shall be in writing and shall be sent by manual delivery, telegram, telex, facsimile transmission, overnight courier or United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to Trustor: WARREN DISTRUBUTIONS, INC.
727 South 13th Street
Omaha, Nebraska 68102
Attention: Chuck Downey
Telecopy No.: (402) 977-5884

If to Beneficiary: U. S. BANK NATIONAL ASSOCIATION
U. S. Bank Place
601 Second Avenue South, 5th Floor
Minneapolis, Minnesota 55402-4302
Attention: Business Finance Division
Telecopy No.: 612-973-0829

If to Trustee: HEARTLAND TITLE SERVICES
1320 S. 119th Street
Omaha, Nebraska 68144

or addressed to any such party at such other address as such party shall hereafter furnish by written notice to the other party hereto, at least ten (10) days prior to the effective date of said change in address, and all periods of notice shall be measured from the date of delivery thereof if manually delivered, from the date of sending thereof if sent by telegram, telex or facsimile transmission, from the first Business Day (as defined in the Credit Agreement) after the date of sending if sent by overnight courier, or from four days after the date of mailing if mailed.

Section 4.4 Litigation. Trustor, at its sole cost and expense, shall appear in and defend any dispute, action, suit or proceeding purporting to relate to or affect any Note, the Credit Agreement or the security therefor, including but not limited to this Deed of Trust. Trustor hereby waives any right to a trial by jury which Trustor may have with respect to any action relating to any Note, this Deed of Trust, the Credit Agreement or any Other Loan Document. If any action or proceeding relating to or affecting any Note, this Deed of Trust, the Credit Agreement or the Subject Property is commenced or threatened, to which action or proceeding Beneficiary is made a party, or in which it becomes necessary or desirable, in Beneficiary's opinion, to defend or uphold, or to consider defending or upholding, the lien of this Deed of Trust, or to protect the Subject Property or any part thereof, or to exercise, or to obtain the right to exercise, any of Beneficiary's rights, powers and remedies hereunder, including any foreclosure or sale or commencement of foreclosure or sale proceedings, probate proceedings, and bankruptcy, insolvency, arrangement, reorganization or other debtor-relief proceedings, or with respect to which Beneficiary otherwise incurs costs or expenses, all sums paid by Beneficiary in order to determine the merits thereof, to establish or defend the rights and liens of this Deed of Trust, to protect the Subject Property or any part thereof and to exercise, or to obtain the right to exercise, any of Beneficiary's rights, powers and remedies hereunder, and/or otherwise incurred by Beneficiary in connection therewith (including attorneys' fees and costs and allowances prior to trial, at trial and on appeal), and whether suit be brought or not, and whether or not Beneficiary prevails therein, shall be paid, upon demand, to Beneficiary by Trustor, together with interest thereon at the Default Rate from the date incurred, and any such sum or sums shall be secured hereby.

Section 4.5 Acts of Beneficiary. In the event Beneficiary (a) grants any extension of time or forbearance with respect to the payment of any indebtedness secured by this Deed of Trust; (b) takes other or additional security for the payment thereof; (c) waives or fails to exercise any right, power or remedy granted herein, in any Note, in the Credit Agreement or in any Other Loan Document; (d) grants any release, with or without consideration, of the whole or any part of the security for the payment of the indebtedness secured hereby or the release of any person, party or entity liable for payment of said indebtedness; and/or (e) amends or modifies in any respect any of the terms and provisions hereof, of any Note (including substitution of another note), of the Credit Agreement or of any Other Loan Document; then, and in any such event, such act or omission to act shall not release Trustor under any covenant of this Deed of Trust, of any Note, of the Credit Agreement or of any Other Loan Document, nor preclude Beneficiary from exercising any right, power or privilege herein or therein granted or intended to be granted, and shall not in any way impair or affect the lien or priority of this Deed of Trust. In the event any additional real property, improvements, leases, fixtures or personal property not herein specifically identified shall be or become a part of the Subject Property, then this Deed of Trust shall immediately attach to and constitute a lien against or security interest in such additional items, as appropriate, without further act or deed of either party hereto.

Section 4.6 Removal of Trustee. Beneficiary, its successors or assigns, or any holder of any Note secured by this Deed of Trust, may at any time, with or without cause, at its pleasure remove Trustee herein named and may appoint his successor by an instrument in writing

executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the Office of the Register of Deeds of Douglas County, Nebraska, and by otherwise complying with the provisions of the applicable law of the State of Nebraska, and the successor trustee so appointed shall succeed to all the rights, title and powers and be subject to all of the same obligations, duties, waivers and immunities, conferred upon Trustee herein named, and no resignation, evidence of inability, or failure to function or evidence of absence or death of Trustee herein named shall be required, and such power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

Section 4.7 Waiver of Trustee's Obligations. The necessity of Trustee making oath, filing inventory or giving bond as security for the execution of this trust, as now or hereafter required by the laws of the State of Nebraska, is hereby expressly waived.

Section 4.8 Applicable Law. This instrument shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

Section 4.9 Counterparts. This Deed of Trust may be executed simultaneously in two (2) or more identical counterparts, each of which, standing alone, shall be an original, but all of which shall constitute but one (1) agreement.

Section 4.10 Financing Statement. This instrument shall be deemed to be a Fixture Financing Statement within the meaning of the Nebraska Uniform Commercial Code:

- | | | |
|----|--|--|
| a. | Name and address of Debtor: | WARREN DISTRIBUTION, INC.
727 South 13 th Street
Omaha, Nebraska 68102
Federal Tax Identification No.: 47-0464670
Attention: Mr. Chuck Downey |
| b. | Name and address of Secured Party: | U. S. BANK NATIONAL ASSOCIATION
U. S. Bank Place
601 2nd Avenue South
Minneapolis, Minnesota 55402-4302
Attention: Business Finance Division
Federal Tax Identification No.: 41-0417860 |
| c. | Description of the types (or items) of property covered by this Financing Statement: | See pages 1, 2 and 3 above |
| d. | Description of real estate to which the collateral is attached or upon which it is or will be located: | See Exhibit A hereto |

Some of the above-described collateral is or is to become fixtures upon the above-described real estate, and this Financing Statement is to be filed for record in the public real estate records.

Section 4.11 Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and any Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, if any, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, the Subject Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto".

Section 4.12 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the day and year first above written.

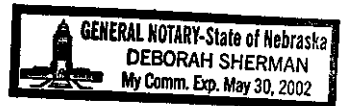
WARREN DISTRIBUTION, INC. f/k/a WARREN OIL COMPANY, INC.

By Charles P Downey
Its President / CFO

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 10 day of July, 2001, by Charles P Downey, the President / CFO of, WARREN DISTRIBUTION, INC. f/k/a WARREN OIL COMPANY, INC., a Nebraska corporation, on behalf of said corporation.

Deborah Sherman
Notary Public



THIS INSTRUMENT WAS PREPARED BY:

Fabyanske, Westra & Hart, P. A. (FHL)
Suite 1100
920 Second Avenue South
Minneapolis, MN 55402

EXHIBIT "A"

PARCEL A: The West 8 feet of the North one-half and the South half of Lot Three (3) and all of Lot Four (4), in Block One Hundred Ninety-four (194), in the CITY OF OMAHA, in Douglas County, Nebraska; AND Lots One and Two (1 & 2), in Block One Hundred Ninety-four (194), in the CITY OF OMAHA, in Douglas County, Nebraska,

PARCEL B: Beginning at a point formed by the intersection of the easterly line of 13th Street with the northerly line of Leavenworth Street; thence in a northerly direction along the easterly line of 13th Street 132 feet to a point on the southerly line of a public alley; thence in an easterly direction along the southerly line of the said public alley 132 feet to a point; thence at right angles in a southerly direction 68.6 feet to a point; thence at right angles in a westerly direction 11.95 feet to a point; thence at right angles in a southerly direction 63.4 feet to a point on the northerly line of Leavenworth Street; thence in a westerly direction 120.05 feet to the point of beginning, being all of Lot Five (5) and part of Lot Six (6), in Block One Hundred Ninety-four (194), in the CITY OF OMAHA, in Douglas County, Nebraska

COMMONLY KNOWN AS: 727 S 13 ST., OMAHA, NE