



DEED 2006024119



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Date	\$ 11.425.
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
1/12/2006 12:58:14.03
2006004119

WARRANTY DEED

RPH INVESTMENTS, LLC, a Nebraska limited liability company, GRANTOR, in consideration of Two Dollars and other good and valuable consideration received from GRANTEE, STRATFORD PARK DEVELOPMENT, L.L.C., a Nebraska limited liability company, conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

SEE EXHIBIT A ATTACHED HERETO.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances, but subject to restrictions, reservations, covenants and easements of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

This Deed is given in fulfillment of the Option contract, a Short form Notice of which was recorded May 10, 2005, as Instrument No. 2005053720 of the Records of Douglas County, Nebraska, which contract has been assigned to the grantee.

Executed January 10, 2006

RPH INVESTMENTS, LLC, a Nebraska limited liability company

By: *Robert P. Horgan*
ROBERT P. HORGAN, its Managing Member

STATE OF NEBRASKA

COUNTY OF DOUGLAS

)
) ss.

The foregoing instrument was acknowledged before me on January 10, 2006 by Robert P. Horgan, as managing member of RPH Investments, LLC, a Nebraska limited liability company, for and on behalf of the company.



Donna M. Nissen
NOTARY PUBLIC

Vg 5923 TH 50275 16

EXHIBIT A
LEGAL DESCRIPTION

A tract of land located in the Southeast Quarter (SE1/4) of Section 21, Township 16 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, described as follows:

Beginning at the Southeast corner of said Section 21; thence South 87°07'16" West (assumed bearing), along the South line of said Section 21, a distance of 2,492.53 feet; thence North 02°53'28" West, a distance of 333.15 feet; thence South 87°04'17" West, a distance of 143.85 feet, to a point on the West line of said Southeast Quarter of Section 21, said point also being on the East line of the Southwest Quarter of said Section 21; thence North 02°39'32" West, along said West line of the Southeast Quarter of Section 21, said line also being said East line of the Southwest Quarter of Section 21, a distance of 2,308.27 feet, to the Northwest corner of said Southeast Quarter of Section 21; thence North 87°08'45" East, along the North line of said Southeast Quarter of Section 21, said line also being the South line of the Northeast Quarter of said Section 21, a distance of 2,643.08 feet, to the Northeast corner of said Southeast Quarter of Section 21; thence South 02°32'33" East, along the East line of said Southeast Quarter of Section 21, a distance of 2,640.18 feet, to the Point of Beginning;

Subject to public roads and/or highways.

(NE1/4 SE1/4, NW1/4 SE1/4, SW1/4 SE1/4 & SE1/4 SE1/4)



DEED 2006086140



JUL 31 2006 14:43 P 2

Nebr Doc	7-31-06
Stamp Tax	Date
	\$ 11.25
By	<i>[Signature]</i>

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 7/31/2006 14:43:17.32

 2006086140

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that CH & JH Investments, LLC, a Nebraska Limited Liability Company, herein called the GRANTOR, whether one or more, in consideration of One Dollar and other valuable consideration received from GRANTEE, does grant, bargain, sell, convey and confirm unto Stratford Park Development, L.L.C., herein called the GRANTEE whether one or more, the following described real property in Douglas County, Nebraska:

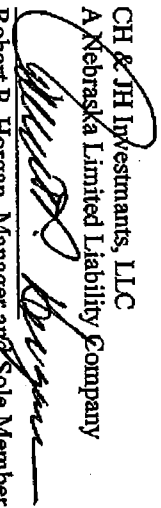
See Exhibit "A"

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the GRANTEE and to GRANTEE'S successors and assigns forever.

And GRANTOR does hereby covenant with the GRANTEE and with GRANTEE'S successors and assigns that GRANTOR is lawfully seized of said premises; that they are free from encumbrance, except those easements, restrictions and covenants of record.

That GRANTOR has good right and lawful authority to convey the same; and that GRANTOR warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated this 28th of the July, 2006.

CH & JH Investments, LLC
 A Nebraska Limited Liability Company

 Robert P. Horgan, Manager and Sole Member

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 28th day of July, 2006, before me, the undersigned, a Notary Public, duly commissioned and qualified in said County, personally came Robert P. Horgan, Manger and Sole Member of CH & JH Investments, LLC, a Nebraska Limited Liability Company known to be the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.




 NOTARY PUBLIC

My commission expires the 1 day of November 2009.

FEE 10.00 FB 01.60000
 BK 21.16.11 CO _____ COMP _____
 DEL _____ SCAN _____ TV _____

[Handwritten initials and signatures]

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sub 1 DE
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A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, S87°30'07"W (ASSUMED BEARING), 2568.67 FEET; THENCE N31°24'23"E, 255.43 FEET; THENCE S58°35'37"E, 92.69 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 367.50 FEET AND A CHORD BEARING S81°48'33"E, 289.73 FEET, AN ARC DISTANCE OF 297.81 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 1532.50 FEET AND A CHORD BEARING N86°25'49"E, 608.70 FEET, AN ARC DISTANCE OF 612.78 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 5217.50 AND A CHORD BEARING S87°18'23"E, 944.23 FEET, AN ARC DISTANCE OF 945.52 FEET; THENCE S87°30'07"E, 455.79 FEET; THENCE N42°39'28"E, 14.18 FEET; THENCE N02°10'38"W, 22.99 FEET; THENCE N87°49'22"E, 50.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG SAID EAST LINE, S02°10'38"E, 65.21 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 5.01 ACRES (218,046 SQ. FT.), MORE OR LESS.



MTG 200604120



JUN 12 2006 12:58 P 12

When Recorded, Return To:

Charles J. Addy
c/o Baird Holm LLP
1500 Woodmen Tower
Omaha, Nebraska 68102

DEED OF TRUST

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
1/12/2005 12:58:21.41

2006004120

THIS DEED OF TRUST ("Deed of Trust") is made effective as of January 12, 2006, by and among the below-named parties:

Trustor: STRATFORD PARK DEVELOPMENT, L.L.C., a Nebraska limited liability company
Address: c/o Alden B. Averkamp, CPA
10822 Old Mill Road, Suite One
Omaha, Nebraska 68154-2645

Trustee: JON E. BLUMENTHAL, an attorney licensed to practice in the State of Nebraska
Address: c/o Baird Holm LLP
1500 Woodmen Tower
Omaha, Nebraska 68102

Beneficiary: BHD, L.L.C., a Nebraska limited liability company
Address: c/o Alden B. Averkamp, CPA
10822 Old Mill Road, Suite One
Omaha, Nebraska 68154-2645

For good and valuable consideration, Trustor irrevocably grants, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property located in Douglas County, Nebraska, and legally described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter called the "Property"), together with all buildings and improvements or hereafter erected upon the Property (hereinafter called the "Improvements").

The Property and Improvements are hereinafter collectively called the "Mortgaged Property."

PROVIDED, HOWEVER, that these presents are upon the condition that, if the obligations secured hereby shall be paid when due, and if the Trustor shall keep, perform and observe all and singular the obligations, covenants, agreements and provisions in this Deed of Trust expressed to be

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kept, performed by and observed by or on the part of the Trustor, then the Trustee, its successors and assigns, shall reconvey and release the Mortgaged Property.

THIS DEED OF TRUST SHALL SECURE THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS:

(a) The payment of the debt to the Beneficiary evidenced by the Trustor's Promissory Note (the "Promissory Note") dated effective August 22, 2005, in the principal sum of Seven Million and 00/100 Dollars (\$7,000,000.00) together with interest, and upon the terms provided in the Promissory Note and any and all renewals, modifications and extensions of the Promissory Note;

(b) The performance of each agreement between the Trustor and Beneficiary and the performance of the covenants of the Trustor in this Deed of Trust; and

(c) The payment of any sum or sums with interest thereon which may later arise under the terms of this Deed of Trust or may be advanced to be secured by this Deed of Trust.

The indebtedness and the obligations secured by this Deed of Trust which are described in (a) through (c) above may be referred to herein as the "Secured Obligations."

SECTION 1. REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF TRUSTOR.

To protect the security of this Deed of Trust, Trustor hereby covenants, represents, warrants and agrees as follows:

1.1 Obligation. Trustor shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Promissory Note, and all other charges and fees provided in the Promissory Note or secured by this Deed of Trust, and the principal of and interest on any future advances secured by this Deed of Trust.

1.2 Warranty of Title. Trustor is lawfully seized and possessed of good and indefeasible title and estate to the Mortgaged Property hereby conveyed and has the right to grant and convey the Mortgaged Property; the Mortgaged Property is free and clear of all liens and encumbrances; and Trustor shall warrant and defend the title to the Mortgaged Property against all claims and demands.

1.3 Maintenance of Mortgaged Property.

1.3.1 Good Condition or Repair. Trustor shall keep the Mortgaged Property in good condition and repair; shall not commit or suffer waste; shall not do or allow anything to be done which will increase the risk of fire or other casualty to the Mortgaged Property or diminish the value of the Mortgaged Property except reasonable wear and tear and may add any building or improve the Mortgaged Property so long as the same are done in accordance with the applicable codes, rules and regulations of proper governmental authority.

1.3.2 Condemnation. If the Mortgaged Property or any part thereof is condemned, Trustor shall give immediate written notice of the event to the Beneficiary. Trustor shall pay any proceeds from the condemnation award to the Beneficiary.

1.3.3 Inspection. The Beneficiary or its representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.

1.3.4 Compliance with Laws. The Trustor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

1.4 Insurance.

1.4.1 Insurance Policies. Trustor shall maintain (1) liability insurance for the benefit of the Beneficiary and Trustee to protect the Beneficiary and Trustee from any and all claims of personal injury or property damage arising from or out of the Mortgaged Property with single limits of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00); (2) insurance against loss or damage to the Improvements by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage" in an amount not less than the original amount of the Promissory Note or the full replacement cost of the Improvements, whichever is greater, and (3) other insurance normal and customary for owners and operators of similar property. Further, Beneficiary may require any other reasonable insurance to protect the Mortgaged Property. All insurance shall be paid for by the Trustor, shall be in form and by company approved by the Beneficiary, shall insure the Beneficiary, Trustee and Trustor as their interests appear, and shall provide that the insurance company shall notify the Beneficiary in writing at least thirty (30) days before any cancellation or termination becomes effective as to the Beneficiary.

1.4.2 Proof of Insurance Advancements. Trustor shall provide the Beneficiary proof of insurance required by this Deed of Trust before advancement of funds under the Promissory Note and within fifteen (15) days prior to the expiration of each such policy. If the Trustor fails to provide insurance, the Beneficiary may declare the Promissory Note and Deed of Trust in default. Beneficiary may purchase such insurance as necessary to protect the Mortgaged Property, Beneficiary or Trustee. The cost of the insurance so purchased with interest shall be deemed an advancement to protect the Mortgaged Property and shall be secured by this Deed of Trust until payment is made by Trustor in the amount of the cost of the insurance together with interest thereon at the Note Rate provided by the Promissory Note.

1.4.3 Notice of Loss. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor.

1.4.4 Insurance Proceeds. Insurance proceeds shall be applied to the restoration or repair of the Mortgaged Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. If the Mortgaged Property is abandoned by Trustor, or if Trustor fails to respond to Beneficiary within thirty (30) days from the date notice is given in accordance with Section 6.2 by Beneficiary to Trustor that the insurance carrier offers to settle a claim for insurance benefits, Beneficiary is authorized to collect and apply the insurance proceeds, at Beneficiary's option, either to restoration or repair of the Mortgaged Property or to the sums secured by this Deed of Trust.

1.4.5 No Effect on Installments. Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in Section 1.1, or change the amount of such installments. Notwithstanding anything herein to the contrary, if under Section 5 the Mortgaged Property is acquired by Beneficiary, all right, title and interest of Trustor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Mortgaged Property prior to the sale or acquisition shall pass to Beneficiary to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

1.4.6 Respective Rights. All of the rights of Trustor and Beneficiary hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

1.5 Taxes, Assessments and Charges.

1.5.1 Payment of Taxes. Trustor shall pay all taxes, including greenbelt taxes, assessments, liens and other charges, including utility charges, which may affect the Mortgaged Property as they are due and before they are delinquent. Trustor shall provide Beneficiary proof of payment of said taxes within fifteen (15) days after such tax is due. Trustor shall pay all taxes and assessments which may be levied upon Beneficiary's interest herein or upon this Deed of Trust without regard to any law in effect or that may be enacted imposing payment of the whole or any part therefore upon the Beneficiary.

1.5.2 Failure to Make Payments. If Trustor fails to make the payments required herein, the Beneficiary may declare the Promissory Note and Deed of Trust in default. In addition, Beneficiary may pay such amounts necessary to protect the Mortgaged Property. The amount of such payment together with interest at the Note Rate provided in the Promissory Note shall be deemed an advancement to protect the Mortgaged Property and shall be secured by this Deed of Trust.

1.6 Condemnation. Condemnation under this Deed of Trust shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof. Upon condemnation, the Beneficiary may declare the entire indebtedness secured by the Deed of Trust due and payable. The Trustor assigns all rights to compensation or relief for condemnation to the Beneficiary, who may proceed for just compensation in the name of the Trustor or Beneficiary. The proceeds recovered hereunder shall be applied first to the indebtedness secured by this Deed of Trust, then to any subordinate encumbrance, and then to the Trustor. The Trustor agrees to make such further assignments as necessary to give this provision effect.

1.7 Additional Liens and Protection of Mortgaged Property and Subrogation.

1.7.1 Protection of Mortgaged Property. Beneficiary in its sole discretion may make any payment, expend or advance any funds it deems necessary to protect the Mortgaged Property. Such payment, expenditures or advancements with interest shall be construed to be an advancement to protect the Mortgaged Property and shall be secured by this Deed of Trust.

1.7.2 Additional Security. In the event Beneficiary at any time holds additional security for any of the Secured Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with or after any sale is made hereafter.

1.7.3 Additional Indebtedness. The Trustor shall not further encumber the Mortgaged Property or any portion thereof (including, without limitation, secured transactions under the UCC) without the prior written consent of Beneficiary.

1.7.4 Subrogation. Beneficiary is subrogated to the claim and liens of all parties whose claims and liens are discharged or paid with the proceeds of the indebtedness secured hereby. The Beneficiary is further subrogated to the Trustor for all insurance proceeds, claims or damages to the Mortgaged Property.

1.8 Environmental Pollutants.

1.8.1 Definition. For purposes of this Deed of Trust, "Environmental Pollutant" shall mean any pollutant, contaminant, solid waste or hazardous or toxic waste, substance or material defined as such pursuant to the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601, et seq.), or any other Federal, state or local environmental law, statute, code, rule, regulation, order, decree or ordinance (collectively referred to as "Environmental Requirements").

1.8.2 Representations and Warranties. Trustor represents, covenants and warrants that the Mortgaged Property is not being used nor has it ever been used for any activities involving Environmental Pollutants nor have Environmental Pollutants been discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on or under the Mortgaged Property. No Environmental Pollutant or Environmental Pollutant storage facility is presently situated on the Mortgaged Property.

1.8.3 Indemnification. Trustor shall, and does hereby agree to, indemnify and hold Beneficiary harmless from any actions, claims, damages, liabilities, remedial action costs and other costs, including without limitation, court costs, attorneys' fees, punitive damages, civil penalties and criminal penalties, which may result in connection with any Environmental Pollutant which is related to the Mortgaged Property or which is now or hereafter located above, in, on, under or around the Mortgaged Property. Any such indemnification shall survive the termination of this Deed of Trust, whether such termination occurs as a result of the Trustor, whether such termination occurs as a result of the exercise by Beneficiary of its rights and remedies hereunder or as a result of payment of the Promissory Note or otherwise.

1.8.4 Compliance with Environmental Requirements. If at any time it is determined that the Mortgaged Property, any activity related to the Mortgaged Property or an Environmental Pollutant above, in, under, from or around the Mortgaged Property is subject to regulation under Environmental Requirements, including without limitation, environmental permit requirements or environmental abatement, corrective, remedial or response action, Trustor shall, at Trustor's sole expense, commence with due diligence, within thirty (30) days after receipt of notice thereof, or sooner if required by applicable law, and continue with due diligence to take all appropriate action to comply with all such regulations. If at any time it is determined that radon is present in an unacceptable level above, in, on, under, from or around the Mortgaged Property, Trustor shall, at Trustor's sole expense, commence with due diligence, within thirty (30) days after receipt of notice thereof, or sooner if required by applicable law, and continue with due diligence to take all appropriate action to reduce the radon exposure to an acceptable level.

1.8.5 Notification to Beneficiary. Immediately upon obtaining knowledge thereof, Trustor shall notify Beneficiary in writing of:

1.8.5.1 Proceedings. Any proceeding or inquiry by any governmental authority with respect to the presence or release of any Environmental Pollutant above, in, on, under, from or around the Mortgaged Property;

1.8.5.2 Claims. All claims made or threatened by any third party relating to any damage, loss or injury resulting from any Environmental Pollutant; and

1.8.5.3 Radon. The presence of radon above, in, on, under, from or around the Mortgaged Property in unacceptable levels.

1.8.6 Rights of Beneficiary. Beneficiary shall have the right:

1.8.6.1 Reasonable Suspicion. At any time that Beneficiary reasonably suspects the presence of asbestos or radon or of an Environmental Pollutant subject to regulation under Environmental Requirements above, in, on, under, from or around the Mortgaged Property; or

1.8.6.2 Qualified Independent Environmental Audit. Upon and after default of any of the terms and conditions of Section 1.8 hereof, to require Trustor, at the sole cost and expense of Trustor, to employ a qualified independent environmental auditor, acceptable to Beneficiary, to conduct an environmental audit of the Mortgaged Property to determine whether there is any asbestos, radon or Environmental Pollutant above, in, on, under, from or around the Mortgaged Property, such that the Mortgaged Property, any activity related to the Mortgaged Property or the Environmental Pollutant is subject to regulation under Environmental Requirements. Beneficiary shall instruct such auditor to conduct such audit in such a manner as to minimize interference with the operation of the Mortgaged Property.

1.9 Transfer of the Mortgaged Property; Assumption. If all or part of the Mortgaged Property herein is sold, transferred or otherwise conveyed by Trustor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust; (b) the grant of any leasehold interest of three (3) years or less not containing an option to purchase; or (c) such grant of a leasehold interest as may be approved in writing by the Beneficiary, such action is a breach of this Deed of Trust, and Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be due and payable, or cause the Trustee to file a Notice of Default. Beneficiary shall have waived such option to accelerate if, prior to the sale, transfer or conveyance, Beneficiary and the person to whom the Mortgaged Property is to be sold or transferred reach an agreement in writing that the credit of such person is satisfactory to the Beneficiary and that the interest payable on the sum secured by this Deed of Trust shall be at such rate as Beneficiary shall request, but no transfer or conveyance shall release Trustor from liability on the obligation secured hereby.

SECTION 2.

BENEFICIARY'S POWERS.

Without affecting or releasing the liability of the Trustor or any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of

Trust upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of all unpaid obligations, the Beneficiary may from time to time and without notice at the request of the Trustor (a) release any person so liable; (b) extend or renew the maturity or alter any of the terms of such obligation; (c) grant other indulgences; (d) release or reconvey or cause to be released or reconveyed at any time at the Beneficiary's option any portion or all of the Mortgaged Property; (e) take or release any other or additional security for any obligation herein mentioned; or (f) make compositions or other arrangements with debtors in relation thereto. Beneficiary may, in its sole discretion, (i) inspect the Mortgaged Property at any reasonable time; (ii) require such additional security as may be reasonable; and (iii) substitute the Trustee herein with any person, entity or corporation qualified to so act. The attorneys of the Beneficiary or one of them may now or subsequently be designated the Trustee herein and may perform for the Beneficiary duties as counsel and Trustee. Trustor shall be obligated and bound by the actions of the Beneficiary or any Trustee as herein stated.

SECTION 3. EVENTS OF DEFAULT AND REMEDIES UPON DEFAULT.

3.1 Default Remedies, Acceleration, Sale.

3.1.1 Default. If there should be an Event of Default on the Promissory Note or (1) if the Trustor does not perform any of the covenants of this Deed of Trust, (2) if Trustor fails to observe any covenant or condition in any document between Trustor and Beneficiary, or (3) if the Beneficiary has expended sums to protect this Security, then the Trustor has breached this Deed of Trust, is in default and the Beneficiary may declare a default and may declare all sums secured hereby immediately due and payable and such sums shall become due and payable without presentment, demand, protest or notice of any kind except as may be provided in the Promissory Note. In addition or in the alternative, Beneficiary may deliver to Trustee a written declaration of default and deed for sale. Trustor agrees and hereby grants that the Trustee shall have the power of sale of the Mortgaged Property and if the Beneficiary decides the Mortgaged Property is to be sold, the Beneficiary shall deposit with Trustee this Deed of Trust and the Promissory Note and any other documents evidencing expenditures secured hereby, and shall deliver to Trustee a written notice of default and election to cause the Mortgaged Property to be sold, and Trustee, in turn, shall prepare a similar notice in the form required by law, which shall be duly filed for record by the Trustee.

3.1.1.1 Sale of Mortgaged Property. The Trustee shall proceed to sell the Mortgaged Property complying with the Nebraska Trust Deeds Act in regard to notice, time and manner of sale. The Trustee may sell the Mortgaged Property in one or more parcels or with other parcels and in such order as the Trustee may designate, at public auction to the highest bidder, purchase price payable in cash or as otherwise suitable. The Trustee may postpone the sale from time to time. The Trustee shall execute and deliver to the purchaser a trustee's deed conveying the Mortgaged Property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation, Beneficiary or Trustee, may purchase at the sale.

3.1.1.2 Application of Sale Proceeds. When Trustee sells pursuant to the power herein, Trustee shall apply the proceeds of the sale to the payment of the costs and expenses of exercising the power of sale and of the sale, including, without limitation, the payment of the Trustee's fees incurred. Trustee's fees hereunder shall be deemed

reasonable if they are no greater than 5% of the balance of the original amount secured hereby, plus all costs and expenses of the trustee in performance of his duties, including attorney fees, not otherwise paid as costs, and expenses of exercising the power of sale and of the sale. After the payment of Trustee's fees, if the sale is by a Trustee, or the proper court and other costs of foreclosure and sale pursuant to judicial foreclosure, the proceeds of sale shall be applied in the order stated below to the payment of:

- (1) Attorney's fees and costs of collection;
- (2) Cost of any evidence of title procured in connection with such sale and any revenue or tax deed to be paid;
- (3) All obligations secured by this Deed of Trust; and
- (4) The remainder, if any, to the person legally entitled thereto.

3.1.2 Sums Advanced to Protect Mortgaged Property. Beneficiary may advance such sums as Beneficiary, in its discretion deems reasonable to protect the Mortgaged Property. Sums advanced to protect the Mortgaged Property whether specifically enumerated as such herein or reasonably construed to be so advanced shall become the obligation of the Trustor. The payment of such sums together with the interest thereon shall be secured by this Deed of Trust. The interest rate for sums advanced to protect the Mortgaged Property shall be at the Note Rate provided in the Promissory Note.

3.2 Trustor's Right to Reinstate. If within one (1) month of the recording of a Notice of Default under this Deed of Trust, if the Power of Sale is to be exercised, Trustor meets certain conditions, Trustor shall have the right to have enforcement of this Deed of Trust discontinued. Those conditions are that Trustor: (a) pays Beneficiary all sum which then would be due under this Deed of Trust and the Promissory Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Beneficiary may reasonably require to assure that the lien of this Deed of Trust, Beneficiary's rights in the Mortgaged Property and Trustor's obligation to pay the sums secured by this Deed of Trust shall continue unchanged. Upon reinstatement by Trustor, this Deed of Trust and the obligations secured hereby shall bear interest at the date such sums were due, or the highest rate allowed as if no acceleration had occurred.

3.3 Remedies Not Exclusive. The remedies provided in this Agreement shall not be exclusive. Upon the default of the Trustor, the Beneficiary may seek relief by any legal or equitable means including the conventional foreclosure of the Mortgaged Property. The Beneficiary may seek to enforce the agreements here made in such order and manner as Beneficiary sees fit. No remedy is intended to be exclusive but each shall be cumulative. Every power or remedy provided under this Deed of Trust to the Trustee or Beneficiary or to which either of them may otherwise be entitled by law may be exercised concurrently or independently as often as is deemed necessary by the Trustee or Beneficiary or either of them and either of them may pursue inconsistent remedies. The Beneficiary or Trustee may proceed to pursue a deficiency judgment against the Trustor to the extent such action is permitted by law.

3.4 Attorney's Fees, Costs and Expenses. Trustor agrees to pay all fees, costs and expenses including attorney's fees expended by the Beneficiary or the Trustee to collect any sum due

hereunder or enforce this Deed of Trust. Such sums shall be deemed an advancement to protect the Mortgaged Property when paid by the Beneficiary; provided further, however, that this section does not apply to the Trustee fee referred to in Section 3.1.1.2.

SECTION 4. MISCELLANEOUS.

4.1 Reconveyance by Trustee. Upon written request of the Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Promissory Note to the Trustee for cancellation and retention and upon payment by the Trustor of the Trustee's fees, the Trustee shall reconvey to the Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Mortgaged Property then held hereunder. The recitals and 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."

4.2 Notices.

4.2.1 Notice. Notice as required by the Nebraska Trust Deeds Act shall be given. Except as provided herein and wherever permissible by law Trustor waives notice. Notices may be sent to the parties at their addresses as listed in this Deed of Trust or as otherwise changed. All notices required herein shall be in writing. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto a notice of such change. Any notice hereunder shall be deemed to have been given when placed within the U.S. mail, postage prepaid, addressed to the address of the party as listed herein or as properly changed.

4.2.2 Mailing Notice. Trustor, Beneficiary and Trustee request that a copy of any notice provided hereunder, provided according to applicable law or provided by the terms of any other security agreement covering the Mortgaged Property herein, be mailed to them at the addresses provided above.

4.3 Forbearance by Beneficiary and Waiver. Any forbearance by Beneficiary to Trustee, Trustor or anyone, in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy hereunder. Likewise, the waiver by Beneficiary to Trustee of any default of Trustor under this Deed of Trust shall not be deemed to be a waiver of any other or similar defaults subsequently occurring. No waiver shall be construed against the Beneficiary unless such waiver shall be express and in writing signed by the Beneficiary.

4.4 Governing Law. This Deed of Trust shall be governed by the laws of the State of Nebraska.

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

4.6 Severable. In the event any one or more provisions of this Deed of Trust shall be held invalid, illegal or unenforceable, such provision, at the option of the Beneficiary, shall not affect any other provision of this Deed of Trust but the Deed of Trust shall be meant and construed as if such

provision had never been a part thereof. If any portion of the debt becomes unsecured for any reason, then at the option of the Beneficiary, any and all payments made hereunder may be declared to first apply to the portions of the debt that have become or are unsecured.

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

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

TRUSTOR:

STRATFORD PARK DEVELOPMENT, L.L.C.,
a Nebraska limited liability company

By: Barbara Udes Shaw
Barbara Udes Shaw
Its Manager

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

On this 12th day of January, 2006, before me, a Notary Public in and for said County and State, personally appeared the above named Barbara Udes Shaw, as Manager of Stratford Park Development, L.L.C., personally known to me to be the identical person who executed the above and foregoing Deed of Trust and acknowledged the execution thereof to be her voluntary act and deed, on behalf of the company.

Jana L. McDonald
Notary Public



EXHIBIT 'A'

A tract of land located in the Southeast Quarter (SE1/4) of Section 21, Township 16 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, described as follows:

Beginning at the Southeast corner of said Section 21; thence South 87°07'16" West (assumed bearing), along the South line of said Section 21, a distance of 2,492.53 feet; thence North 02°33'28" West, a distance of 333.15 feet; thence South 87°04'17" West, a distance of 143.85 feet, to a point on the West line of said Southeast Quarter of Section 21; said point also being on the East line of the Southwest Quarter of said Section 21; thence North 02°39'32" West, along said West line of the Southeast Quarter of Section 21, said line also being said East line of the Southwest Quarter of Section 21, a distance of 2,308.27 feet, to the Northwest corner of said Southeast Quarter of Section 21; thence North 87°08'45" East, along the North line of said Southeast Quarter of Section 21, said line also being the South line of the Northeast Quarter of said Section 21, a distance of 2,643.08 feet, to the Northeast corner of said Southeast Quarter of Section 21; thence South 02°32'33" East, along the East line of said Southeast Quarter of Section 21, a distance of 2,640.18 feet, to the Point of Beginning;

Subject to public roads and/or highways.

(NE1/4 SE1/4, NW1/4 SE1/4, SW1/4 SE1/4 & SE1/4 SE1/4)



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Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
12/20/2004 11:54:26.71
2004163752

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DOR

WHEN RECORDED, PLEASE RETURN TO:
Mortgage Loan Department
First National Bank of Omaha
Third Floor First National Plaza
11404 West Dodge Road
Omaha, Nebraska 68154

WBS
HE 11088
FR 01-16-2004
BWP 21.6.11 640 COMP
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DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS (this "Deed of Trust") is executed this 17th of December, 2004, by and among RPH INVESTMENTS, LLC, a Nebraska limited liability company ("Trustor"), whose address is 13215 Birch Street, Suite 103, Omaha, Nebraska 68164; FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska ("Beneficiary"), whose address is 1620 Dodge Street, Omaha, Nebraska 68102; and FIRST NATIONAL BANK OF OMAHA, a national banking association, Omaha, Nebraska ("Trustee").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged:

I. Trustor hereby irrevocably warrants, grants, bargains, sells, transfers, conveys and assigns to 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 the estate, property and interest of Trustor now owned or hereafter acquired, together with all cash and non-cash proceeds thereof, which may be referred to herein collectively as the "Property" more particularly described on Exhibit "A" attached hereto, together with all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively the "rents"); all estate, right, title and interest of Trustor in and to all lease or subleases covering the Property, or any portion thereof, now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired; all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the property and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property; any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (the "Improvements");

II. Trustor further grants Beneficiary a security interest in the following (the "Personal Property"):

A. 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 Property or used in connection therewith, including, but not limited

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to: all building materials stored on the Property, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, air conditioning, heating and refrigerating equipment, equipment for electronic monitoring, entertainment, recreation, window or structural cleaning, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage, all kitchen equipment, and all other equipment of every kind), other than such property owned by tenants of Trustor;

B. All of Trustor's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Property, whether now existing or entered into or obtained after the date hereof;

C. All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages; and Trustor hereby authorizes, directs and empowers Beneficiary, at its option, on Trustor's behalf, or on behalf of the successors or assigns of Trustor, to adjust, compromise, claim, collect and receive such proceeds and to give proper receipts and acquittances therefor.

The foregoing items of Personal Property, together with the Property and Improvements are hereinafter called the "Mortgaged Property."

PROVIDED, HOWEVER, that these presents are upon the condition that, if the obligations secured hereby shall be paid when due, and if the Trustor shall keep, perform and observe all and singular the obligations, covenants, agreements and provisions in this Deed of Trust expressed to be kept, performed by and observed by or on the part of the Trustor, then the Trustee, its successors and assigns, shall reconvey and release the Mortgaged Property.

THIS DEED OF TRUST SHALL SECURE THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS:

(i) Payment of indebtedness evidenced by that certain Promissory Note dated of even date herewith (the "Promissory Note"), executed by Trustor in favor of Beneficiary in the principal amount of \$3,000,000.00, bearing interest and being payable as provided therein, according to its terms, and all extensions, renewals and modifications thereof, presently scheduled to mature December 16, 2005;

(ii) Payment of all other indebtedness and performance of all obligations and covenants of Trustor under each of the "Loan Documents," as hereinafter defined; and

(iii) Payment of all of the principal of and interest on any future advances under the Loan Documents and all sums advanced by Beneficiary to protect the Mortgaged Property, with interest thereon at the Default Rate provided by the Promissory Note from the date of advance by Beneficiary to the date of payment by Trustor.

The indebtedness and the obligations secured by this Deed of Trust which are described in (i) through (iii) above may be referred to herein as the "Secured Obligations."

The indebtedness secured hereby is further evidenced and secured by the following documents, executed by Trustor, dated of even date herewith, which, with this Deed of Trust, the Promissory Note and any amendments or supplements thereto or modifications thereof are hereinafter referred to collectively as the "Loan Documents":

(a) an Environmental Indemnity Agreement; and

(b) a UCC-1 Financing Statement.

ARTICLE I
REPRESENTATIONS, WARRANTIES, COVENANTS
AND AGREEMENTS OF TRUSTOR

Trustor hereby represents, warrants, covenants and agrees:

Section 1.01. Payment of Secured Obligations. Trustor hereby grants this Deed of Trust to secure the payment and performance when due of the Secured Obligations. The consideration received by Trustor to execute and deliver this Deed of Trust and the liens and security interests created herein are sufficient and will provide a direct economic benefit to Trustor.

Section 1.02. Title of Trustor. Trustor has, subject to Permitted Encumbrances set forth in Exhibit "B" hereto, in its own right, good, marketable and indefeasible title in fee simple to the Mortgaged Property, which is free from encumbrance superior to the encumbrance of this Deed of Trust and has full right to make this conveyance.

Section 1.03. Intentionally Deleted.

Section 1.04. Maintenance, Repair, Alterations. Trustor shall: (i) keep the Mortgaged Property in good condition and repair, subject to reasonable and ordinary wear and tear; not remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Property and promptly restore in like manner any Improvement which may be damaged or destroyed thereon, subject to the provisions of Section 1.07, and to pay when due all claims for labor performed and materials furnished therefor; (iii) comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Property, or any part thereof, or requiring any alterations or improvements; not to commit or permit any waste or deterioration of the Mortgaged Property; (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; (v) comply with the provisions of any lease, if this Deed of Trust is on a leasehold; and (vi) not commit, suffer or permit any act to be done in or upon the Mortgaged Property in violation of any law, ordinance or regulation.

Section 1.05. Required Insurance. Trustor shall provide, maintain and keep at all times in force the following policies of insurance:

(a) Insurance upon all Improvements and Personal Property against loss or damage by fire, lightning and other risks customarily covered by standard "all risk" and extended covered endorsements, together with theft, vandalism, malicious mischief, collapse, replacement cost, agreed amount and restoration in conformance with applicable laws and ordinances, all in such amounts as may be from time to time required by Beneficiary, but, in no event less than the full replacement cost of the Improvements now existing or hereafter erected or placed upon the Property, including the cost of debris removal, and of all Personal Property, and, in any event in an amount not less than the full unpaid balance secured by this Deed of Trust;

(b) Deleted.

(c) Commercial general liability insurance (including coverage for elevators and escalators, if any, on the Mortgaged Property) on an "occurrence basis" against claims for "personal injury," including, without limitation, bodily injury, death or property damage occurring on, in or about the Mortgaged Property and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to a limit satisfactory to Beneficiary and in no event less than \$3,000,000.00 with respect to personal injury or death to any one or more persons or damage to property;

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

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

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

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

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

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

Section 1.06. Delivery of Insurance Policies, Payment of Premiums. All policies of insurance shall be issued by companies and in amounts as required by the provisions of the Loan Documents and as otherwise satisfactory to Beneficiary. All policies of insurance shall name Beneficiary as an additional insured, and shall have attached thereto a lender's loss payable endorsement for the benefit of Beneficiary, which endorsement indicates that all insurance proceeds are payable directly to Beneficiary, and shall be otherwise in form satisfactory to Beneficiary. Trustor shall furnish Beneficiary with an original or certified copy of all policies of required insurance.

Thirty (30) days prior to the expiration of each such policy, Trustor shall furnish beneficiary with evidence satisfactory to Beneficiary of the reissuance of a policy continuing insurance in force as required by this Deed of Trust. All such policies shall contain a provision that such policies will not be canceled or materially amended in any manner, including, without limitation, amended to reduce the scope of limits of coverage, without thirty (30) days' prior written notice to Beneficiary and shall provide that no claims shall be paid thereunder without at least ten (10) days prior written notice to Beneficiary. In all cases, Trustor shall immediately give notice to Beneficiary of any notice received by Trustor of any expiration, cancellation or modification of, or material reduction of coverage under, any such policy.

In the event Trustor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary the policies of insurance required by this Deed of Trust or make the deposits required hereunder, Beneficiary may procure such insurance or single-interest insurance for such risks covering Beneficiary's interest, and Trustor will pay all premiums thereon promptly

upon demand by Beneficiary, and until such payment is made by Trustor the amount of all such premiums, together with interest thereon at the Default Rate provided by the Promissory Note, shall be secured by this Deed of Trust.

Subject to Section 1.07, Beneficiary may, at any time at Beneficiary's option, apply any sums or amounts received pursuant hereto, or as rents or income of the Mortgaged Property or otherwise, upon any Secured Obligation in such manner and order as Beneficiary may elect. The receipt, use or application of any such sums by Beneficiary hereunder shall not be construed to affect the maturity of any Secured Obligation or any of the rights or powers of Beneficiary under the terms of the Loan Documents or any of the obligations of Trustor or any guarantor under the Loan Documents.

Section 1.07. Insurance Proceeds. After the occurrence of any casualty to the Mortgaged Property, or any part thereof, Trustor shall give prompt written notice thereof to Beneficiary and each insurer and promptly submit a claim to insurer for payment of insurance proceeds; Trustor shall provide Beneficiary with a copy of such claim.

(a) All proceeds of insurance paid or payable under any insurance policy (the "Insurance Proceeds") with respect to the Mortgaged Property shall be paid to Beneficiary; each insurer is hereby authorized and directed to make payment for any such loss directly to Beneficiary instead of payment to Trustor. Any Insurance Proceeds shall be applied first to the payment of all costs and expenses incurred by Beneficiary in obtaining such proceeds. Provided no Event of Default has occurred hereunder, or an event which, with the passage of time or the giving of notice, would constitute an Event of Default hereunder, the balance of the proceeds, if any, shall be (i) applied by Beneficiary toward altering, restoring or rebuilding the Mortgaged Property or such portion thereof that may have been altered, damaged or destroyed, and (ii) the balance against sums secured hereby, in such order as Beneficiary may in its absolute discretion elect. Such damage or destruction shall not affect the lien of this Deed of Trust or the obligations of Trustor hereunder, and Beneficiary is authorized at Beneficiary's option to compromise and settle all loss claims on said policies if not adjusted promptly by Trustor. The application of Insurance Proceeds in the manner set forth above shall be conditional upon Trustor first depositing with Beneficiary such amount as Beneficiary may, in its reasonable discretion, determine to be required beyond the Insurance Proceeds to complete the altering, restoring or rebuilding of the Mortgaged Property, or such portion thereof as may have been altered, damaged or destroyed ("Additional Funds"). Disbursement of Insurance Proceeds, together with the Additional Funds, if any, required to be so deposited by Trustor with Beneficiary shall be in accordance with Beneficiary's then current construction loan procedures. If, however, an Event of Default has occurred which was not cured within the applicable cure period, if any, or Trustor has failed to provide the deposit of the Additional Funds within thirty (30) days following the date of receipt of the Insurance Proceeds, then the balance of the proceeds, if any, may be applied at the option of Beneficiary, (i) toward altering, restoring or rebuilding the Mortgaged Property or such portion thereof that may have been altered, damaged or destroyed, or (ii) against sums secured hereby in such order as Beneficiary may in its absolute discretion elect.

(b) Notwithstanding the application of Insurance Proceeds to the payment of a portion of the Secured Obligations, any unpaid portion of the Secured Obligations shall remain in full force and effect, and Trustor shall not be excused in the payment thereof; provided, however, such unpaid portion shall be reamortized over the remaining term of the Loan. If any act or occurrence of any kind or nature on which insurance was not obtained or obtainable shall result in damage to or loss or destruction of the Mortgaged Property, Trustor shall give immediate notice thereof to Beneficiary and, unless otherwise so instructed by Beneficiary, shall promptly, at Trustor's sole cost and expense, whether or not the Insurance Proceeds are adequate to cover such cost and expense, restore, repair, replace and rebuild the Mortgaged Property as nearly as reasonably practicable to its value, condition and character immediately prior to such damage, loss or destruction, in accordance with plans and specifications submitted to and approved by Beneficiary.

(c) Except as provided below, nothing contained in this Deed of Trust shall be deemed to excuse Trustor from repairing or maintaining the Mortgaged Property as provided in Section 1.04 hereof. The application or release by Beneficiary of any Insurance Proceeds shall not cure or waive any Event of Default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice. If Beneficiary elects not to so apply the Insurance Proceeds to the restoration, rebuilding or repair of the Mortgaged Property pursuant to Section 1.07(a) hereof, Trustor shall not be required to restore, rebuild or repair the portion of the Mortgaged Property damaged or destroyed, and the failure to do so shall not constitute an Event of Default under this Deed of Trust.

Section 1.08. Assignment of Policies Upon Foreclosure. In the event of the foreclosure of this Deed of Trust, or other transfer of title to the Mortgaged Property, or any part thereof, by nonjudicial foreclosure sale or deed in lieu of foreclosure, the purchaser of the Mortgaged Property, or such part thereof, shall succeed to all of Trustor's rights, including any rights to unexpired insurance and unearned or returnable premiums, in and to all insurance policies required by Section 1.05, subject to limitations on assignment of blanket policies, and limited to such rights as relate to the Mortgaged Property or such part thereof. If Beneficiary acquires title to the Mortgaged Property, or any part thereof, in any manner, it shall thereupon (as between Trustor and Beneficiary) become the sole and absolute owner of the insurance policies, and all proceeds payable thereunder with respect to the Mortgaged Property, or such part thereof, required by Section 1.05, with the sole right to collect and retain all unearned or returnable premiums thereon with respect to the Mortgaged Property, or such part thereof, if any.

Section 1.09. Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party defendant to any litigation concerning this Deed of Trust or the Mortgaged Property, or any part thereof or interest therein, or the occupancy thereof by Trustor, then Trustor shall indemnify and hold Beneficiary harmless from all liability by reason of such litigation, including all attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. Upon an Event of Default, Beneficiary may employ an attorney to protect its rights hereunder, and in the event of such employment following an Event of Default, Trustor shall pay all attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of an Event of Default.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss of or damage to Trustor, the Mortgaged Property, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) All sums payable by Trustor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the Secured Obligations of Trustor hereunder shall in no way be released, discharged or otherwise affected by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Property, or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements, or any part thereof, by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Trustor, or any action taken with respect to this Deed of Trust by any trustee or receiver of Trustor, or by any court, in any such proceeding; or (v) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have notice or knowledge of any of the foregoing. To the extent permitted by law, Trustor waives all rights now or hereafter conferred by statute or

otherwise to any abatement, suspension, deferment, diminution or reduction of any Secured Obligation.

Section 1.10. Taxes and Impositions.

(a) Trustor agrees to pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Mortgaged Property, or become due and payable, and which create, may create or appear to create a lien upon the Mortgaged Property, or any part thereof, or upon any personal property, equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental and nongovernmental charges of like nature are hereinafter referred to as "Impositions"); provided, however, that if, by law, any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition, in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If at any time after the date hereof there shall be assessed or imposed (i) a tax or assessment on the Mortgaged Property in lieu of or in addition to the Impositions payable by Trustor pursuant to subparagraph (a) hereof, or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding Secured Obligations, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in subparagraph (a) hereof, and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. In addition to the other remedies of Beneficiary under Article V of this Deed of Trust, at the option of Beneficiary, all Secured Obligations, together with all accrued interest thereon, shall become due and payable one hundred eighty (180) days after Trustor receives written notice thereof in the event that Trustor shall not be permitted to pay such fees, taxes or assessments on behalf of Beneficiary.

(c) Subject to the provisions of subparagraph (d) of this Section 1.10, Trustor covenants to furnish Beneficiary within thirty (30) days after the date upon which any such Imposition is due and payable to Trustor, official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payment thereof.

(d) Subject to the applicable state law provisions, Trustor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.10, unless Trustor has given prior written notice to Beneficiary of Trustor's intent to so contest or object to an Imposition, and unless, at Beneficiary's sole option: (i) Trustor shall demonstrate to Beneficiary's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Mortgaged Property, or any part thereof to satisfy such Imposition prior to final determination of such proceedings; (ii) Trustor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Beneficiary; and (iii) Trustor shall have provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of such proceedings.

(e) Trustor covenants and agrees not to suffer, permit or initiate the joint assessment of the Real Property and Personal Property, or any other procedure whereby the lien of the Real Property taxes and the lien of the Personal Property taxes shall be assessed, levied or charged to the Mortgaged Property as a single lien.

(f) If requested by Beneficiary, Trustor shall cause to be furnished to Beneficiary, at Trustor's expense, a tax reporting service covering the Mortgaged property of the type and duration and with a company satisfactory to Beneficiary.

Section 1.11 Utilities. Trustor shall pay when due all utility charges which are incurred for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property for gas, electricity water or sewer services furnished to the Mortgaged Property and all other assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Property or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

Section 1.12. Actions Affecting Mortgaged Property. Trustor shall appear in and contest any action or proceeding purporting to affect the title of Trustor in the Mortgaged Property or security hereof or the rights or powers of Beneficiary or Trustee; and Trustor shall pay all costs and expenses, including cost of evidence of title and attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

Section 1.13. Actions by Beneficiary and/or Trustee to Preserve Mortgaged Property. Should Trustor fail to make any payment or to do any act as and in the manner provided in this Deed of Trust, Beneficiary, in its sole discretion, without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any Secured Obligation, may make or do the same in such manner and to such extent as Beneficiary may deem necessary to protect the security hereof. In connection therewith (without limiting its general powers), Beneficiary shall have and is hereby given the right, but not the obligation: (i) to enter upon and take possession of the Mortgaged Property; (ii) to direct Trustor to terminate any management agent and to employ such management agent as Beneficiary may determine its sole discretion; (iii) to make additions, alterations, repairs and improvements to the Mortgaged Property which it may consider necessary or proper to keep the Mortgaged Property in good condition and repair; (iv) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee; (v) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of Beneficiary may affect or appears to affect the security of this Deed of Trust or be prior or superior hereto; and (vi) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Trustor shall immediately upon demand therefor by Beneficiary pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and attorneys' fees.

Section 1.14. Survival of Warranties. Trustor shall fully and faithfully satisfy and perform the Secured Obligations. All representations, warranties and covenants of Trustor contained herein shall remain continuing obligations, warranties and representations of Trustor during any time when any portion of the Secured Obligations remain outstanding.

Section 1.15. Eminent Domain. Should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary may participate in any such Condemnation proceedings, and Trustor shall from time to time deliver to Beneficiary all instruments requested by Beneficiary to permit such participation. Trustor shall, at its expense, diligently prosecute any such proceedings and shall consult with Beneficiary and its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings. All proceeds of Condemnation awards or proceeds of sale in lieu of Condemnation with respect to the Mortgaged Property and all judgments, decrees and awards for injury or damage to the Mortgaged Property or any part thereof or interest therein shall be paid to Beneficiary and shall be applied first to all costs and expenses incurred by Beneficiary in obtaining the proceeds. Provided no Event of Default has occurred hereunder and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute an Event of Default, the balance of the proceeds, if any, shall be applied at the option of Beneficiary (i) toward altering, restoring or rebuilding the Mortgaged Property, or such portion thereof that may have been altered, damaged or destroyed, or (ii) against sums secured hereby in such order as Beneficiary may in its absolute discretion elect. If Beneficiary elects not to apply all of the Condemnation proceeds for the restoration or repair of the Mortgaged Property, Trustor

shall not be required to repair or restore that portion of the Mortgaged Property affected by Beneficiary's election and the failure to do so shall not constitute a breach by Trustor of its obligation to maintain the Mortgaged Property set forth in Section 1.04 hereof.

Trustor hereby assigns and transfers to Beneficiary, and agrees to execute such further assignments of, all such proceeds, judgments, decrees and awards as Beneficiary may request. Beneficiary is hereby authorized, in the name of Trustor, to execute and deliver valid acquittances for, and to appeal from, any such judgment, decree or award. Beneficiary shall not be, in any event or circumstance, liable or responsible for failure to collect or exercise diligence in the collection of any proceeds, judgments, decrees or awards.

Section 1.16. Additional Security. In the event Beneficiary at any time holds additional security for any of the Secured Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with or after any sale is made hereunder.

Section 1.17. Additional Indebtedness. The Trustor shall not further encumber the Mortgaged Property or any portion thereof (including, without limitation, secured transactions under the UCC) without the prior written consent of Beneficiary.

Section 1.18. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The covenants and agreements of Trustor contained herein shall apply to and be binding upon any successor owner of the Mortgaged Property or any part thereof.

Section 1.19. Inspections. Beneficiary, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Mortgaged Property for the purpose of inspecting the same and all books, records and documents relating thereto, and for the purpose of performing any of the acts it is authorized to perform under the terms of any of the Loan Documents.

Section 1.20. Liens. Trustor shall pay and promptly discharge, at Trustor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property, or any part thereof or interest therein. Trustor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Trustor shall first deposit with Beneficiary a bond or other security satisfactory to Beneficiary in such amounts as Beneficiary shall require but not more than 150% of the amount of the claim plus costs (including attorneys' fees) and interest and provided further that Trustor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Trustor shall fail so to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same, either, by paying the amount claimed to be due, or by procuring the discharge of such lien, either, by depositing in court a bond in the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. Any cost incurred by Beneficiary in connection with any such payment or discharge shall be secured hereby and shall be immediately due and payable without notice or demand.

Section 1.21. Restrictions Affecting Title. Trustor shall perform when due all Secured Obligations required to be performed by Trustor by the provisions of any agreement affecting title to the Mortgaged Property.

Section 1.22. Further Assurances. Trustor shall take all action and do all things which it is authorized by law to take and do, and cooperate with Beneficiary as Beneficiary deems necessary or desirable, to insure the release of all encumbrances against the Mortgaged Property, except Permitted Encumbrances, existing prior to the date hereof.

So long as any Secured Obligation shall remain unpaid, Trustor shall execute, acknowledge, where appropriate, and deliver from time to time promptly at the request of

Beneficiary all such instruments and documents as in the opinion of Beneficiary are necessary or desirable to preserve the first priority lien created by this Deed of Trust.

Section 1.23. Performance of Covenants. Trustor shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Loan Documents and in all of its proceedings pertaining to this Deed of Trust.

Section 1.24. No Event of Default Under Loan Documents. Trustor agrees to notify Beneficiary immediately in writing of any default by Trustor in the performance or observance of any covenant, agreement, representation, warranty or obligation of Trustor set forth in this Deed of Trust. Trustor shall also notify Beneficiary in writing of any event or condition which with the lapse of time or the giving of notice would constitute an Event of Default.

Section 1.25. Rules, Regulations, Environmental Laws. Trustor represents, warrants and covenants:

(i) that the location, construction, occupancy, operation and use of the Mortgaged Property for its intended commercial and residential purposes does not violate any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority or any board of fire underwriters (or other body exercising similar functions), or any restrictive covenant or deed restriction (record or otherwise) affecting the Mortgaged Property, including, without limitation, all applicable zoning ordinances and building codes, flood disaster laws and health and environmental laws and regulations (hereinafter sometimes collectively called "Applicable Regulations");

(ii) that the Mortgaged Property and Trustor are not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any Applicable Regulations pertaining to health or the environment (hereinafter sometimes collectively called "Applicable Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and the Resource Conservation and Recovery Act of 1976 ("RCRA"), and this representation and warranty would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Mortgaged Property. If any such investigation or inquiry is subsequently initiated, Trustor will promptly notify Beneficiary;

(iii) that Trustor has not obtained and is not required to obtain any permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, improvements, fixtures and equipment forming a part of the Mortgaged Property by reason of any Applicable Environmental Laws;

(iv) that Trustor has taken all steps to determine and has determined to its reasonable satisfaction that no hazardous substances or solid wastes have been disposed of or otherwise released on or about the Mortgaged Property;

(v) that the Mortgaged Property does not contain asbestos, ureaformaldehyde foam insulation or any other chemical, material or substance exposure to which may or could pose a health hazard, whether or not the substance is prohibited, limited or regulated by any governmental authority;

(vi) that the use which Trustor makes and intends to make of the Mortgaged Property will not result in the manufacturing, treatment, refining, transportation, generation, storage, disposal or other release or presence of any hazardous substance or solid waste on or to the Mortgaged Property. For purposes of this Section 1.25, the terms "hazardous substance" and "release" shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposed" (or "disposed") shall have the

meanings specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment, and provided, further, to the extent that the laws of the state where the Property is located establish a meaning for "hazardous substance," "release," "solid waste" or "disposal" which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply;

(vii) Trustor agrees to promptly notify Beneficiary of any violation or alleged violation of any Applicable Environmental Laws of which Trustor becomes aware; and

(viii) Trustor agrees to indemnify and hold harmless Beneficiary from and against any and all liabilities, damages, claims, losses, judgments, causes of action, costs and expenses (including the reasonable fees and expenses of counsel) which may be incurred by Beneficiary relating to or arising out of the generation, storage, manufacturing, refining, releasing, transportation, treatment, disposal or other presence of hazardous substances on or about the Mortgaged Property occurring prior to the reconveyance of the Mortgaged Property, conveyance in lieu of foreclosure or the completion of foreclosure proceedings and termination of possession by Trustor.

Section 1.26. Organization; Due Authorization. Trustor is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Nebraska and has the requisite power, authority and legal right to carry on the business conducted by it and to engage in the transactions contemplated by the Loan Documents to which it is a party. The execution and delivery of the Loan Documents to which it is a party and the performance and observance of the provisions thereof have all been authorized by all necessary actions of Trustor.

Section 1.27. Liabilities; Compliance with Other Instruments. Trustor has no liabilities except hereunder and those incurred in the ordinary course of business and which are not delinquent or which are otherwise contemplated or permitted by this Deed of Trust and the other Loan Documents to which it is a party. Trustor is not in default (i) in the payment of any taxes levied or assessed against it or its assets, (ii) under any applicable statute, rule, order or regulation of any governmental authority, (iii) under this Deed of Trust or any of the other Loan Documents to which it is a party, or (iv) under any other agreement to which it is a party or by which it or any of its properties are bound.

Neither the execution and delivery of this Deed of Trust or any of the other Loan Documents to which Trustor is a party, nor the consummation of the transaction herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, conflicts with or results or will result in a breach of any of the terms, conditions or provisions of the Articles of Organization or Operating Agreement of Trustor, any law, order, rule, regulation, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Trustor is a party or by which it or any of its properties are bound, or constitutes or will constitute a default thereunder, or results or will result in the creation or imposition of any lien of any nature whatsoever upon any of its property or assets pursuant to the terms of any such agreement or instrument except the liens created or permitted by the Loan Documents to which it is a party.

Section 1.28. Enforceability. This Deed of Trust and each of the other Loan Documents to which Trustor is a party have been duly executed and delivered by Trustor and constitute valid and binding obligations of Trustor, enforceable in accordance with their respective terms, except as the enforceability (but not the validity thereof) may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally.

Section 1.29. Pending Litigation. There are no proceedings pending or, to the knowledge of Trustor threatened, against or affecting Trustor in any court or before any governmental authority or arbitration board or tribunal which if adversely determined would

materially and adversely affect the properties, business, prospects, profits or condition (financial or otherwise) of Trustor or the right or ability of Trustor to enter into the Loan Documents to which it is a party, and if any such proceedings are subsequently initiated or threatened then Trustor will promptly provide written notice to Beneficiary. Trustor is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal.

Section 1.30. Compliance With Law. Trustor is in compliance with all laws, ordinances, governmental rules or regulations to which it is subject, including, without limitation, the Occupational Safety and Health Act of 1970, the Employee Retirement Income Security Act of 1974 and all laws, ordinances, governmental rules or regulations relating to environmental protection the violation of which would materially and adversely affect the properties, business, prospects, profits or condition (financial or otherwise) of Trustor.

Section 1.31. Appointment of Successor Trustee. If Trustee shall die, be dissolved or become disqualified from acting in the execution of this trust, or shall fail or refuse to execute the same when requested by Beneficiary to do so, or if, for any reason, Beneficiary shall prefer to appoint a substitute Trustee to act instead of Trustee named herein, Beneficiary shall have full power, subject to applicable law, to appoint, by written instrument, a substitute Trustee, and, if necessary, several substitute Trustees in succession, who shall succeed to all the estate, rights, powers and duties of the original Trustee named herein. Such appointment may be executed by any authorized agent of Beneficiary, and, if Beneficiary is a corporation or limited partnership, and such appointment is executed in its behalf by any officer of such corporation or general partner of such limited partnership, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or further partnership action in the event of a limited partnership.

Section 1.32. Transfer of Interests in Mortgaged Property. Except as permitted in this Section 1.32, Trustor shall not, by operation of law or otherwise, sell, convey, alienate, transfer, mortgage, encumber or assign ownership or control of all or any part of the Mortgaged Property or any interest therein, without the consent of Beneficiary.

Any transfers or alterations of interests between existing members of Trustor, or transfers to an immediate family member or to a trust, partnership or limited liability company, as permitted in the following provisions of this paragraph, shall not be considered a sale or transfer hereunder. Nothing stated in the Promissory Note or other Loan Documents shall prohibit any of the now existing members of Trustor from transferring all or a portion of their respective interests to the other members or other alteration of interests in Trustor between the existing members of the Trustor; nor shall it prohibit the members of the Trustor from transferring their respective interests to a trust, partnership or limited liability company created for the benefit of such member or to an immediate family member of such member or a trust for the benefit of their respective immediate family members. In the event of any transfer or alteration of such interests, the Trustor, and the surviving member, the immediate family member, the manager of the company and the trustee of such trust as appropriate, will execute such additional documents as Manager, Beneficiary and/or Trustee, as Lender may require. An "immediate family member" is defined as the wife, child, grandchild, father, mother, brother, sister-in-law, sister and brother-in-law.

Trustor shall be permitted to encumber the Mortgaged Property with a 2nd Deed of Trust up to an amount not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000).

Section 1.33. Deleted.

Section 1.34. Financial Statements. Trustor shall provide Beneficiary, no later than May 1 of each calendar year:

(a) Trustor's annual operating statement with respect to the Mortgaged Property for the immediately preceding calendar year and a current financial statement of Trustor;

(b) A copy of Trustor's federal income tax return for the immediately preceding year;

(c) Such other financial detail, information, reports and copies of tax returns as Beneficiary shall require from time to time with respect to Trustor.

Trustor shall further provide Beneficiary such other and further financial information and data concerning Trustor and the Mortgaged Property as Beneficiary shall require from time to time. All financial data required to be provided hereunder shall be in such form as Beneficiary shall approve.

**ARTICLE II
BENEFICIARY'S POWERS**

At any time, or from time to time, without liability, therefor, Beneficiary, without affecting the personal liability, if any, of any person for payment of the Secured Obligations or the effect of this Deed of Trust upon the remainder of said Mortgaged Property, may from time to time without notice (i) release any part of said Mortgaged Property, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement thereon, (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof, (v) release any person so liable, (vi) extend the maturity or alter any of the terms of any Secured Obligations, (vii) grant other indulgences, (viii) take or release any other or additional security for any obligation herein mentioned, (ix) make compositions or other arrangements with debtors in relation thereto, or (x) advance additional funds to protect the security hereof and pay or discharge the Secured Obligations of Trustor hereunder, and all amounts so advanced, with interest thereon at the rate provided by the Promissory Note, shall be secured hereby.

**ARTICLE III
ASSIGNMENT OF RENTS, ISSUES AND PROFITS**

Section 3.01. Assignment of Rents. Trustor hereby absolutely assigns and transfers to Beneficiary all the rents, issues and profits of the Mortgaged Property, and hereby gives to and confers upon Beneficiary the right, power and authority to collect such rents, issues and profits. 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 take possession and control of the Mortgaged Property and to demand, receive and enforce payment, to give receipts, releases and satisfaction, and to sue, in the name of Trustor or Beneficiary, for all such rents, issues and profits and apply the same to the Secured Obligations; provided, however, that Trustor shall have a revocable license to possess and control the Mortgaged Property and to collect such rents, issues and profits (but not more than one month in advance) prior to or at any time there is not an Event of Default under any of the Loan Documents. The assignment of the rents, issues and profits of the Mortgaged Property in this Article III is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

Section 3.02. Collection Upon Default. Upon any Event of Default under any of the 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 Secured Obligations, enter upon and take possession of the Mortgaged Property, or any part thereof, and 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 Secured Obligations, 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 Mortgaged 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.

ARTICLE IV SECURITY AGREEMENT

Section 4.01. Creation of Security Interest. With respect to any portion of the Mortgaged Property which constitutes Personal Property, fixtures or other property governed by the Uniform Commercial Code of the state in which the Property is located ("UCC"), this Deed of Trust shall constitute a security agreement between Trustor as the debtor and Beneficiary as the secured party, and Trustor hereby grants to Beneficiary a security interest in such portion of the Mortgaged Property. Cumulative of all other rights of Beneficiary hereunder, Beneficiary shall have all of the rights conferred upon secured parties by the UCC. Trustor will execute and deliver to Beneficiary all financing statements that may from time to time be required by Beneficiary to establish and maintain the validity and priority of the security interest of Beneficiary, or any modification thereof; and all costs and expenses of any searches required by Beneficiary. Beneficiary may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such property, and it is expressly agreed that if upon an Event of Default Beneficiary should proceed to dispose of such property in accordance with the provisions of the UCC, ten (10) days notice by Beneficiary to Trustor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Beneficiary may at its option dispose of such property in accordance with Beneficiary's rights and remedies with respect to the real property pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the UCC.

Trustor shall give advance notice in writing to Beneficiary of any proposed change in Trustor's name, identity, or business form or structure and will execute and deliver to Beneficiary, prior to or concurrently with the occurrence of any such change, all additional financing statements that Beneficiary may require to establish and maintain the validity and priority of Beneficiary's security interest with respect to any of the Mortgaged Property described or referred to herein.

Some of the items of the Mortgaged Property described herein are goods that are or are to become fixtures related to the Property, and it is intended that as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is situated. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as secured party, at the address of Beneficiary stated in Section 6.05 of this Deed of Trust. The mailing address of Trustor, as debtor, is as stated in Section 6.05 of this Deed of Trust.

Section 4.02. Warranties, Representations and Covenants of Trustor. Trustor hereby warrants, represents and covenants, with respect to the Personal Property, as follows:

(a) except for the security interest granted hereby, Trustor is, and as to any of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever, except for Permitted Encumbrances. Trustor will notify Beneficiary of, and will defend the Personal Property against, all prohibited claims and demands of all persons at any time claiming the same or any interest therein;

(b) Trustor will not lease, sell, convey or in any manner transfer the Personal Property (except Personal Property transferred in the ordinary course of business and replaced by Personal Property of a similar nature and having at least the same value as the Personal Property replaced) without the prior written consent of Beneficiary;

(c) the Personal Property is not used or bought for personal, family or household purposes;

(d) deleted;

(e) all covenants and obligations of Trustor contained herein relating to the Mortgaged Property shall be deemed to apply to the Personal Property, whether or not expressly referred to herein.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES UPON DEFAULT

Section 5.01. Events of Default. The occurrence of any one or more of the following shall constitute an Event of Default hereunder:

(a) failure by Trustor to pay within ten (10) days of the date such payment is due and payable, except with respect to the final payment, for which there is no grace period, (i) any payment of principal of or interest on the Promissory Note or (ii) any other sum due thereunder or under any other Loan Document, together with interest thereon;

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

(c) the occurrence of a default, or an Event of Default, under any Loan Document (other than this Deed of Trust) or under any other obligation of Trustor to Beneficiary, whether or not existing on the date hereof or hereafter created or arising, and such default is not cured within the applicable cure period, if any;

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

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

(f) a writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Mortgaged Property, or any judgment for monetary damages shall be entered against Trustor which shall become a lien on the Mortgaged Property, or any portion thereof or interest therein, and such

execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within sixty (60) days after its entry or levy;

(g) intentionally omitted;

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

(i) any assignment by Trustor of the whole or any part of the rents, issues or profits arising from the Mortgaged Property to any person without the consent of Beneficiary;

(j) at any time any representation, warranty or statement made by Trustor in any Loan Document, certificate or financial statement delivered by Trustor shall be incorrect or misleading in any material respect; or any material misrepresentation shall at any time be made to Beneficiary by Trustor;

(k) if any of the events in (d), (e) or (f) shall occur with respect to any guarantor of the Promissory Note.

Section 5.02. Judicial Foreclosure or Trustee's Sale on Default.

(a) Upon the occurrence of one or more Events of Default or default by Trustor in the performance of any other 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 be foreclosed in the manner provided by law for the foreclosure of mortgages on real property; or Mortgaged Property may be sold in the manner provided in the Nebraska Trust Deeds Act under the power of sale conferred upon the Trustee hereunder.

(b) In the event that the Mortgaged 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 Mortgaged 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 Mortgaged 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 Mortgaged 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 trust deed, 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.

(c) 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 of the Real Estate, 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.

Section 5.03. Appointment of Receiver. If an Event of Default shall have occurred, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Mortgaged Property or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Property and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases.

Section 5.04. Remedies Not Exclusive. Beneficiary shall be entitled to enforce payment and performance of any Secured Obligations hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Documents, or the provisions of the Nebraska Trust Deeds Act, as now enacted or subsequently amended, any other laws now or hereafter in force, notwithstanding some or all of the Secured Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Beneficiary's right to realize upon or enforce any other security now or hereafter held by Beneficiary, it being agreed that Beneficiary shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Beneficiary is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Beneficiary, or to which Beneficiary may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Beneficiary. Beneficiary may pursue inconsistent remedies.

The acceptance by Beneficiary of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a default as herein provided. The acceptance by Beneficiary of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Trustor to pay the entire sum then due, and failure of Trustor to pay such entire sum then due shall be and continue to be an Event of Default notwithstanding such acceptance of such amount on account, as aforesaid. Beneficiary or Trustee shall be, at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Beneficiary thereafter of further sums on account, or otherwise, entitled to exercise all rights in his instrument conferred upon them or either of them, and the right to proceed with a sale under any notice of default or an election to sell, or the right to exercise any other rights or remedies hereunder, shall in no way be impaired, whether any of such amounts are received prior or subsequent to such proceeding, election or exercise. Consent by Beneficiary to any action or inaction of Trustor which is subject to consent or approval of Beneficiary hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions or inactions.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Governing Law. This Deed of Trust shall be governed by the laws state in which the Property is located. In the event that any provision or clause of this Deed of Trust conflicts with applicable laws, such conflicts shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provision, and to this end the

provisions of this Deed of Trust are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

Section 6.02. Waiver of Rights. To the extent permitted by law, Trustor waives the benefit of all laws now existing or that hereafter may be enacted (i) providing for any appraisalment before sale of any portion of the Mortgaged Property, and (ii) in any way extending the time for the enforcement of the collection of the Secured Obligations or creating or extending a period of redemption from any sale made in collecting the Secured Obligations. To the full extent Trustor may do so, Trustor agrees that Trustor will not at any time insist upon, plea, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, extension or redemption, and Trustor, for Trustor, Trustor's representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisalment, stay of execution, notice of election to mature or declare due the whole of the Secured Obligations and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this Section 6.02 and now in force, of which Trustor, Trustor's heirs, devisees, representatives, successors and assigns or other person might take advantage despite this Section 6.02, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section 6.02. Trustor expressly waives and relinquishes any and all rights, remedies and defenses that Trustor may have or be able to assert by reason of the laws of the state in which the Property is located pertaining to the rights, remedies and defenses of sureties.

Section 6.03. Limitation of Interest. All agreements between Trustor and Beneficiary, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Beneficiary for the use, forbearance, or detention of the money to be loaned pursuant to the Promissory Note or otherwise, or for the performance or payment of any covenant or obligation contained herein, exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever fulfillment of any provision hereof at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance Beneficiary or holder of the Promissory Note shall ever receive as interest under the Promissory Note or this Deed of Trust or otherwise anything of value which would exceed interest at the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Promissory Note or on account of other Secured Obligations and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Promissory Note and such other Secured Obligations, such excess shall be refunded to Trustor, or to the maker of the Promissory Note, or other evidence of Secured Obligations, if other than Trustor. All sums paid or agreed to be paid to Beneficiary for the use, forbearance, or detention of the Secured Obligations shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such obligations until payment in full so that the rate of interest on account of Secured Obligations is uniform throughout the term thereof. The terms and provisions of this paragraph shall control all agreements between Trustor, or the maker of the Promissory Note, or other evidence of Secured Obligations, if other than Trustor, and Beneficiary.

Section 6.04. Statements by Trustor. Trustor, within ten (10) days after being given notice, will furnish, or cause to be furnished, to Beneficiary a written statement stating the unpaid principal of and interest on the Promissory Note and any other amounts secured by this Deed of Trust and stating that no offset or defense exists against such amounts.

Section 6.05. Notices. Whenever Beneficiary or Trustor shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be deemed

to have been given if sent by hand delivery, overnight courier or certified mail, postage prepaid, addressed to the following addresses:

If to Trustor:

Robert P. Horgan
RPH Investments, LLC
13215 Birch Street, Suite 103
Omaha, Nebraska 68164

If to Trustee
or Beneficiary:

First National Bank of Omaha
1620 Dodge Street
Omaha, Nebraska 68102
Attn: Senior Officer, Mortgage Loan Department

With a copy to:

James D. Buser, Esquire
Pansing Hogan Ernst & Bachman LLP
10250 Regency Circle, Suite 300
Omaha, Nebraska 68114

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

Section 6.06. Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 6.07. Invalidity of Certain Provisions; Conflicting Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the Secured Obligations, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured or partially secured portion of the Secured Obligations shall be completely paid prior to the payment of the remaining and secured portion of the Secured Obligations, and all payments made on such obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Secured Obligations which is not secured or fully secured by the lien of this Deed of Trust. To the extent any conflict exists between the terms of the Commitment Letter and the terms of the other Loan Documents, the terms of the other Loan Documents will govern.

Section 6.08. Subrogation. To the extent that proceeds of the Promissory Note or advances under this Deed of Trust are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Property, such proceeds or advances have been or will be advanced by Beneficiary at Trustor's request, and Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released or record.

Section 6.09. Change in Ownership. If the ownership of the Mortgaged Property or any part thereof or interest therein becomes vested in a person other than Trustor owning the same on the date hereof, Beneficiary may, without notice to Trustor, deal with such successor or successors in interest with reference to this Deed of Trust and the Secured Obligations in the same manner as with Trustor without in any way vitiating or discharging Trustor's liability hereunder or upon the Secured Obligations. No sale of the Mortgaged Property, and no forbearance on the part of Beneficiary, and no extension of the time for the payment of the Secured Obligations, given by Beneficiary, shall operate to release, discharge, modify, change or affect the original liability, if any, of Trustor or the liability of any guarantors or sureties of Trustor, either in whole or in part.

Section 6.10. Assignment of Beneficiary's Interest. It is expressly agreed that any and all terms of this Deed of Trust, the other Loan Documents and all other agreements made or executed by Trustor or others in favor of Beneficiary, and all rights, powers, privileges, options and remedies conferred upon Beneficiary herein and therein, shall inure to and be for

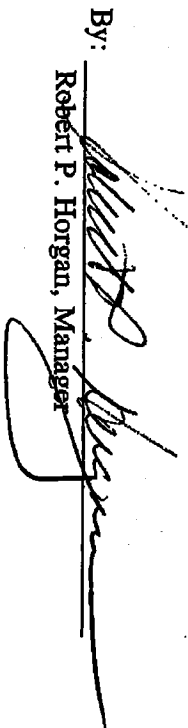
the benefit of Beneficiary and may be exercised by Beneficiary, its successors and assigns, and the word "Beneficiary" shall also mean and include the successor or successors and the assign or assigns of Beneficiary and its successors and assigns. Trustor hereby specifically grants unto Beneficiary the right and privilege, at Beneficiary's option, to transfer and assign to any third person all or any part of Beneficiary's rights to receive funds or payments hereunder.

Section 6.11. Time Is of the Essence. Time is of the essence under this Deed of Trust and the other Loan Documents.

Section 6.12. 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 the Promissory Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Mortgaged Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

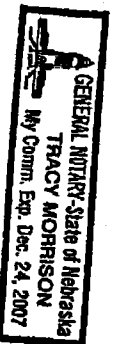
IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be duly executed on the day and year set forth in the acknowledgment attached hereto and effective on the date first written above.

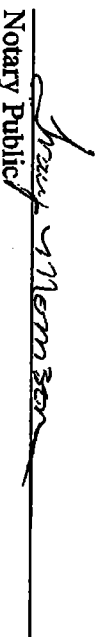
TRUSTOR:
RPH INVESTMENTS, LLC, a Nebraska limited liability company

By: 
Robert P. Horgan, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 17th day of December, 2004, by Robert P. Horgan, Manager of RPH Investments, LLC, a Nebraska limited liability company, on behalf of the company.




Notary Public

FILE: TA-49433

EXHIBIT "A"

A tract of land located in the Southeast Quarter (SE1/4) of Section 21, Township 16 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, described as follows:

Beginning at the Southeast corner of said Section 21; thence South 87°07'16" West (assumed bearing), along the South line of said Section 21, a distance of 2,492.53 feet; thence North 02°53'28" West, a distance of 333.15 feet; thence South 87°04'17" West, a distance of 143.85 feet, to a point on the West line of said Southeast Quarter of Section 21, said point also being on the East line of the Southwest Quarter of said Section 21; thence North 02°39'32" West, along said West line of the Southeast Quarter of Section 21, said line also being said East line of the Southwest Quarter of Section 21, a distance of 2,308.27 feet, to the Northwest corner of said Southeast Quarter of Section 21; thence North 87°08'45" East, along the North line of said Southeast Quarter of Section 21, said line also being the South line of the Northeast Quarter of said Section 21, a distance of 2,643.08 feet, to the Northeast corner of said Southeast Quarter of Section 21; thence South 02°32'33" East, along the East line of said Southeast Quarter of Section 21, a distance of 2,640.18 feet, to the Point of Beginning;

Subject to public roads and/or highways.

EXHIBIT "B"
Permitted Encumbrances

- 1. Easement granted to the County of Douglas, Nebraska, by instrument dated May 23, 1988 and recorded June 8, 1988, in Book 851 at Page 364 of the Miscellaneous Records of Douglas County, Nebraska, to construct, operate and maintain a drainage ditch and/or culvert and appurtenances in, through, over or under a portion of subject property.
- 2. Easement granted to the County of Douglas, Nebraska, by instrument dated January 21, 1989 and recorded February 1, 1989, in Book 876 at Page 470 of the Miscellaneous Records of Douglas County, Nebraska, to construct, operate and maintain a drainage ditch and/or culvert and appurtenances in, through, over or under a portion of subject property.

ASSETS
DL E
ASSETS
DL F 1st
in 165th
in 5th



REL 2006005467



JAN 17 2006 13:07 P 2

Received - DANIEL BATTIATO
Register of Deeds, Douglas County, NE
1/17/2006 13:07:52.44
2006005467

08000 386111-01

DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS THAT WHEREAS, all of the indebtedness secured by that certain Deed of Trust, Security Agreement and Assignment of Rents executed by RPH INVESTMENTS, LLC, a Nebraska limited liability company ("Trustor"), to FIRST NATIONAL BANK OF OMAHA, a national banking association, ("Trustee"), dated December 17, 2004, and recorded December 20, 2004, as Instrument No. 2004163752 in the Records of the Register of Deeds of Douglas County, Nebraska, has been paid.

NOW THEREFORE, in consideration of payment, and in accordance with the request of the Beneficiary named therein, the undersigned Trustee does by these presents, grant, remise, release and reconvey to the person or persons entitled thereto all the interest and estate granted to said Trustee by said Deed of Trust in the following described premises, but only as to such premises:

See attached legal description.

Dated: January 13, 2006

FIRST NATIONAL BANK OF OMAHA, Trustee



By: Eric W. Musgjerd
Eric W. Musgjerd - Vice President

Attest: Joel C. Jensen
Joel C. Jensen - Vice President

State of Nebraska)
County of Douglas) ss.

On this 13th day of January, 2006, before me, a Notary Public in and for said state, personally appeared Eric W. Musgjerd, Vice President, and Joel C. Jensen, Vice President, of First National Bank of Omaha, a national banking association, and acknowledged the execution of the foregoing Deed of Reconveyance to be their voluntary act and deed and the voluntary act and deed of First National Bank of Omaha, as Trustee.

Witness my hand and notarial seal the date last above written.

Delores M. Michiel
Notary Public



CERTIFICATE

The undersigned hereby certifies that the following is a true and correct copy of a portion of Article IV of the By-Laws of the First National Bank of Omaha, a national banking association: "All assignments of mortgages and trust deeds, and all releases of mortgages and deeds of reconveyance shall be executed under the Seal of the Association by any member of the Executive Committee, any Executive Vice President, Senior Vice President, Vice President or any person so designated by resolution, and shall be attested to by any member of the Executive Committee, any Executive Vice President, Senior Vice President, Vice President, or any person so designated by resolution."

The undersigned further certifies that the persons who executed the above and foregoing Deed of Reconveyance are officers of First National Bank of Omaha as respectively designated in said Release.

By: First National Bank
REAL ESTATE DIVISION
1620 DODGE ST - STOP 4300
OMAHA, NE 68197

By: Bank Representative
FEE 10.50 FB 01-160000
BWP 21-16-11 0/0 COMP
DEL SCAN RV

77 49433 16

FILE: TA-49433

EXHIBIT "A"

A tract of land located in the Southeast Quarter (SE1/4) of Section 21, Township 16 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, described as follows:

NW
SW SE
SE
NE

Beginning at the Southeast corner of said Section 21; thence South 87°07'16" West (assumed bearing), along the South line of said Section 21, a distance of 2,492.53 feet; thence North 02°53'28" West, a distance of 333.15 feet; thence South 87°04'17" West, a distance of 143.85 feet, to a point on the West line of said Southeast Quarter of Section 21, said point also being on the East line of the Southwest Quarter of said Section 21; thence North 02°30'32" West, along said West line of the Southeast Quarter of Section 21, said line also being said East line of the Southwest Quarter of Section 21, a distance of 2,308.27 feet, to the Northwest corner of said Southeast Quarter of Section 21; thence North 87°08'45" East, along the North line of said Southeast Quarter of Section 21, said line also being the South line of the Northeast Quarter of said Section 21, a distance of 2,643.08 feet, to the Northeast corner of said Southeast Quarter of Section 21; thence South 02°32'33" East, along the East line of said Southeast Quarter of Section 21, a distance of 2,640.18 feet, to the Point of Beginning;

Subject to public roads and/or highways.



1338 131 MISC



07075 00 131-133

Nebr Doc
Stamp Tax

Date

\$

By

North Bus.

RECEIVED

SOPHIA M. FARRER
REGISTER OF DEEDS
NEBRASKA COUNTY, NE

00 MAY 25 PM 12:54

EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this 21st day of May, 2000, between GERALD O. SCHMIDT and MICHAEL C. SMITH, CO-TRUSTEES OF THE ARNOLD H. SCHMIDT FAMILY TRUST, ("Grantors"), and METROPOLITAN UTILITIES DISTRICT OF OMAHA, a Municipal Corporation, ("Grantee"),

WITNESS:

That Grantors, in consideration of the sum of Two Dollars (\$2.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to Metropolitan Utilities District of Omaha, its successors and assigns, an easement and right-of-way to lay, maintain, operate, repair, relay and remove, at any time, pipelines for the transportation of gas and all appurtenances thereto, including but not limited to roadway valve boxes within the easement, together with the right of ingress and egress on, over, under and through lands described as follows:

PERMANENT EASEMENT

A tract of land over that part of the North East Quarter (NE ¼) of the North East Quarter (NE ¼) of Section 21, Township 16, Range 11 East in Douglas County, Nebraska, described as follows:

That part of the west seventeen feet (17') of the east fifty feet (50') of the northerly four hundred eighty-four feet (484') lying south of Military Road in the East One-Half (E ½) of the North East Quarter (NE ¼) of Section 21, Township 16, Range 11 East except county road right-of-way.

This permanent easement contains 0.01 of an acre, more or less, and is shown on the drawing attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said Easement and Right-of-Way to Grantee, Metropolitan Utilities District of Omaha, its successors and assigns.

1. The Grantors and their successors and assigns shall not at any time erect, construct or place on or below the surface of the easement tract any building or structure, except pavement and similar covering, and shall not permit anyone else to do so.
2. The Grantee shall restore the surface of any soil excavated for any purpose hereunder, as nearly as is reasonably possible to its original contour within a reasonable time after the work is performed.
3. Nothing herein shall be construed to waive any rights of Grantors or duty and power of Grantee respecting the ownership, use, operations, extensions and connections to any pipeline constructed and maintained hereunder.

Reviewed by: T. J. BEVER

M. O. Schmitt

1234 Main St

Omaha

CP 100-140

Fee 15.50 FB

GRP

CO

COMP

DEL

SCR

MS

4. The Grantors are lawful possessors of this real estate; have good right and lawful authority to make such conveyance; and Grantors and their successors and assigns shall warrant and defend this conveyance and shall indemnify and hold harmless Grantee forever against claims of all persons asserting any right, title or interest prior to or contrary to this conveyance.

5. The persons executing this instrument represent that they have authority to execute it on behalf of themselves and the family trust.

IN WITNESS WHEREOF, Grantors execute this Easement and Right-of-Way to be signed on the above date.

GERALD O. SCHMIDT and
MICHAEL C. SMITH, CO-TRUSTEES
of the ARNOLD H. SCHMIDT FAMILY
TRUST, Grantors

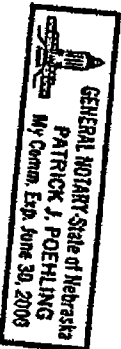
By: *[Signature]*
Gerald O. Schmidt, Co-Trustee of
the Arnold H. Schmidt Family Trust

By: *[Signature]*
Michael C. Smith, Co-Trustee of
the Arnold H. Schmidt Family Trust

ACKNOWLEDGMENT

STATE OF NE.)
) ss
COUNTY OF Seward)

This instrument was acknowledged before me on 5/21/2009,
2000, by Gerald O. Schmidt, an individual and co-trustee of the Arnold H.
Schmidt Family Trust.

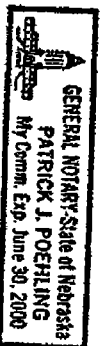


[Signature]
Notary Public

ACKNOWLEDGMENT

STATE OF NE.)
) ss
COUNTY OF Seward)

This instrument was acknowledged before me on 5/21/2009
2000, by Michael C. Smith, an individual and co-trustee of the Arnold H. Schmidt
Family Trust.



[Signature]
Notary Public

METROPOLITAN
UTILITIES
DISTRICT
OMAHA, NEBRASKA

**EASEMENT
ACQUISITION**

FOR
G.C.P. 11460

LAND OWNER

GERALD O. SCHMIDT

MICHAEL C. SMITH

BENNINGTON, NE 68007

TOTAL ACRE
PERMANENT .01 ±

TOTAL ACRE
TEMPORARY 0 ±

LEGEND

PERMANENT EASEMENT



TEMPORARY EASEMENT



PAGE 1 OF 1

DRAWN BY M.K.M.

DATE 4/3/2000

CHECKED BY _____

DATE _____

APPROVED BY J.S.S.

DATE 4-18-2000

REVISED BY _____

DATE _____

REV. CHK'D. BY _____

DATE _____

REV. APPROV. BY _____

DATE _____

NE Cor. NE 1/4, NE 1/4.
Sec. 21-T16N-R11E

NW Cor. NW 1/4, NW 1/4.
Sec. 22-T16N-R11E

ST.

168TH

484'

MILITARY

UNPLATTED
T16N-R11E-SEC 21

UNPLATTED
T16N-R11E-SEC 22

PROP. PERM.
M.U.D. ESMT.

ROAD



NO SCALE
168TH & MILITARY RD.



BK 1400 PG 356-358



MISC 2001 15245

SEP 25 2001 11:58 AM
FBI - MEMPHIS

2001 SEP 25 PM 12:32

SEP 25 2001 11:58 AM

North O PUS.

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

F

misc 3

FEE	<i>FSD</i>	FB	
BIP		G/O	COMP
DEL		SCAN	RV

PERMANENT EASEMENT

THIS INDENTURE, made this 17th day of September, 2001

between GERALD O. SCHMIDT & MICHAEL C. SMITH, CO-TRUSTEES OF THE ARNOLD H. SCHMIDT FAMILY TRUST

hereinafter referred to as "Grantor(s)," and the County of Douglas, State of Nebraska, hereinafter called "County,"

WITNESSETH:

THAT, said Grantor(s) in consideration of the sum of SEVEN HUNDRED EIGHTY & NO/100S Dollars \$ 780.00 and other valuable consideration, to Grantor(s) in hand paid by said County, the receipt whereof is hereby acknowledged, does or do hereby grant, sell, convey and confirm unto said County and its assigns forever, an easement for the right to use, construct, build, maintain and repair a roadway for the passage of traffic, together with all appurtenances, wires, lines, poles, structures and other applicable equipment pertaining to any paving in, through, over and under the parcel of land described as follows, to wit:

(SEE ATTACHED)

No buildings, improvements or structures shall be placed in, on, over or across said easements by undersigned, his or their successors and assigns without express approval of Douglas County. Any trees, grass and shrubbery placed on said easement shall be maintained by Grantor(s), his or their heirs, successors and assigns.

Said County shall cause any excavation made on aforesaid realty to be properly refilled, and shall cause grass seed to be sown over said excavation, and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee and representative of the County and any of said construction and work.

Said Grantor(s) for himself or themselves and his or their heirs, executors and administrators does or do confirm with the said County and its assigns, that he or they, the Grantor(s), is or are well seized in fee of the above described property and that he or they has or have the right to grant and convey this easement in the manner and form aforesaid, and that he or they will, and his or their heirs, executors and administrators shall warrant and defend this easement to said County and its assigns against the lawful claims and demands of all persons.

This easement runs with the land.

The consideration recited includes damages for change of grade, if any, and any and all claims for damage arising from change of grade or grading are hereby waived.

IN WITNESS WHEREOF, said Grantor(s) has or have hereunto set his or their hand(s) and seal(s) the day and year first above written.

Michael C. Smith (Signature)
GERALD O. SCHMIDT, CO-TRUSTEE OF THE ARNOLD H. SCHMIDT FAMILY TRUST
MICHAEL C. SMITH, CO-TRUSTEE OF THE ARNOLD H. SCHMIDT FAMILY TRUST

STATE OF NEBRASKA, COUNTY OF DOUGLAS

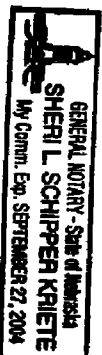
The foregoing instrument was acknowledged before me on 17TH DAY of September, 2001.

by GERALD O. SCHMIDT & MICHAEL C. SMITH, CO-TRUSTEES OF THE ARNOLD H. SCHMIDT FAMILY TRUST

TIN 91-0443562 (Signature) Chun Schipper Knille

Signature of Person Taking Acknowledgement

Title: Assistant Manager



TOM DOYLE
DOUGLAS COUNTY ENGINEER
15505 WEST MAPLE ROAD
OMAHA, NEBRASKA 68116-5173

**TRACT 2
PARCEL 2A
PERMANENT EASEMENT**

A PARCEL OF LAND LYING IN THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., IN DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE NORTH 129.00 FEET OF THE SOUTH 426.00 FEET OF THE WEST 43.00 FEET OF THE EAST 76.00 FEET.

SAID PARCEL CONTAINS 5547 SQUARE FEET (0.13 ACRES) MORE OR LESS.



DEED 2004069460



MAY 28 2004 10:09 P 3

Not a No of US

Neb. Doc
Stamp Tax
5/28/04
Date
\$ Ex 2
By <i>[Signature]</i>

Received - RICHARD TAKECHI
 Register of Deeds, Douglas County, NE
 5/28/2004 10:09:31.57

 2004069460

KNOW ALL MEN BY THESE PRESENTS:

THAT I or We, Poolley Farms, L.L.C., A Nebraska Limited Liability Company

, herein called the grantor whether one or more,

in consideration of Two Thousand One Hundred & no/100 Dollars (\$2,100.00)

received from grantee, do hereby grant, bargain, sell, convey and confirm unto

DOUGLAS COUNTY, NEBRASKA

herein called the grantee whether one or more, the following described real property in

Douglas County, Nebraska

(SEE ATTACHED)

Book : *15, 50*
 FEE *15.50* *01-00000*
3 *21-16100* *00* COMP _____
 DEL _____ SCAN _____ PV _____

To have and to hold the above described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the grantee and to grantee's heirs and assigns forever.

And the grantor does hereby covenant with the grantee and with grantee's heirs and assigns that grantor is lawfully seised of said premises; that they are free from encumbrance none

that grantor has good right and lawful authority to convey the same; and that grantor warrants and will defend the title to said premises against the lawful claims of all persons whomsoever.

Dated *May 13*, 2004

Paul E. Poolley
Paul E. Poolley

Geraldine M. Poolley
Geraldine M. Poolley

State of ... NEBRASKA

County of ... DOUGLAS

The foregoing instrument was acknowledged before me on *May 13, 2004* by Paul E. Poolley and Geraldine M. Poolley



Marvin P. Olson

STATE OF
County

Entered on numerical index and filed for record in the Register of Deeds Office of said County the day of at o'clock and minutes M., and recorded in Book of at page

TOM DOYLE
DOUGLAS COUNTY ENGINEER
15505 WEST MAPLE ROAD
OMAHA, NEBRASKA 68116-5173

By Reg. of Deeds
Deputy

LEGAL DE

THAT PAI
6TH P.M.
THE NW

THENCE
NW 1/4
MILITARY
SAID NW
AND PAR
FEET TO
A LINE 3
NW 1/4

NE CORNER OF THE NORTH 1/2 OF THE NE
1/4 OF SECTION 20, T16N, R11E OF THE 6th
P.M., DOUGLAS COUNTY, NEBRASKA.
(POINT OF COMMENCEMENT)

PART OF THE SW 1/4 OF SECTION 16-1

180th STREET

MILITARY ROAD

S00°28'21"E
33.00'

S89°41'41"W
520.90'

33.00'

POINT OF BEGINNING

S00°28'21"E
17.00'

PARCEL A

N89°41'41"E
520.85'

TRACT 3

TRACT 2

PART OF THE NW 1/4 OF THE
NW 1/4 OF SECTION 21-16-11

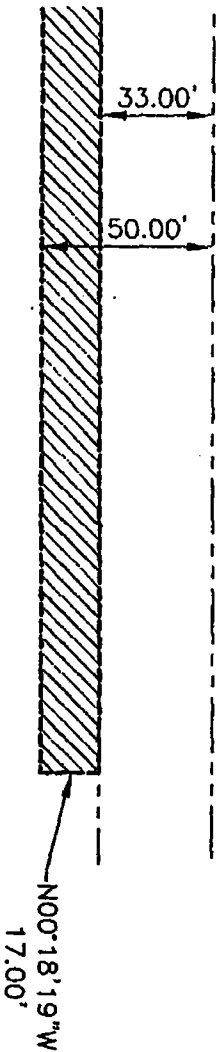
GAL DESCRIPTION (LAND ACQUISITION) - PARCEL A

HAT PART OF THE NW 1/4 OF THE NW 1/4 OF SECTION 21, T16N, R11E OF THE TH P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID NW 1/4;

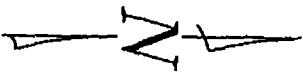
HENCE S00°28'21"E (ASSUMED BEARING) 33.00 FEET ON THE WEST LINE OF SAID W 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF MILITARY ROAD; THENCE CONTINUING S00°28'21"E 17.00 FEET ON THE SOUTH LINE OF SAID NW 1/4; THENCE N89°41'41"E 520.85 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NW 1/4; THENCE N00°18'19"W 17.00 FEET TO THE SOUTH LINE OF MILITARY ROAD; THENCE S89°41'41"W 520.90 FEET ON LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID W 1/4 AND ON THE SOUTH LINE OF MILITARY ROAD TO THE POINT OF BEGINNING.

CONTAINING 8,855 SQUARE FEET OR 0.20 ACRES

N 16-16-11



THE
16-11



0' 25' 50'
SCALE IN FEET

SCALE: 1" = 50'

DATE: FEB. 24, 2004

DRAWN BY: JJP

CHECKED BY: JDW

REVISIONS: APR. 1, 2004

LAND ACQUISITION DRAWING

CURT HOFER CONSTRUCTION

THOMPSON, DREESSEN & DORNER, INC.
Consulting Engineers & Land Surveyors
10836 OLD MILL ROAD OMAHA, NEBRASKA 68164
TEL: (402)330-6660 FAX: (402)330-6666
EMAIL: TD2MAIL@TD2CO.COM WEB: WWW.TD2CO.COM



1016-115
1016115A.DWG



MISC 2005083713



JUL 15 2005 14:54 P 3

Reference

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
7/15/2005 14:54:02.13
2005083713

AFFIDAVIT

RE: PART OF THE NW 1/4 OF SECTION 21, T16N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH PART OF THE WEST 1/2 OF THE NE 1/4 OF SAID SECTION 21, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NW CORNER OF SAID NW 1/4;

THENCE S00°27'28"E (ASSUMED BEARING) 50.00 FEET ON THE WEST LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH LINE OF MILITARY ROAD;

THENCE N89°42'01"E 520.90 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NW 1/4 AND ON THE SOUTH LINE OF MILITARY ROAD;

THENCE N00°17'59"W 17.00 FEET ON THE SOUTH LINE OF MILITARY ROAD; THENCE N89°42'01"E 2134.17 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NW 1/4 AND ON THE SOUTH LINE OF MILITARY ROAD TO THE WEST LINE OF SAID NE 1/4;

THENCE N89°40'22"E 57.84 FEET ON A LINE 33.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NE 1/4 AND ON THE SOUTH LINE OF MILITARY ROAD;

THENCE S00°17'10"E 2607.88 FEET ON A LINE 57.84 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NE 1/4 TO THE SOUTH LINE THEREOF;

THENCE S89°39'59"W 57.84 FEET ON THE SOUTH LINE OF SAID NE 1/4 TO THE SW CORNER THEREOF;

THENCE S89°41'21"W 2647.30 FEET ON THE SOUTH LINE OF SAID NW 1/4 TO THE SW CORNER THEREOF;

THENCE N00°27'28"W 2591.41 FEET ON THE WEST LINE OF SAID NW 1/4 TO THE POINT OF BEGINNING

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

MARK J. LAPUZZA (hereinafter referred to as "Affiant"), being first duly sworn on oath, states that:

RETURN TO:
Mark J. Lapuzza
Pansing Hogan Ernst & Bachman
10250 Regency Circle, Suite 300
Omaha, NE 68114

MISC
FEE 15.50 FB 01-60000
3
SWP 21-16-11 COMP
DEL 1 SCAN 1 FV 1
5852

NW }
SW }
NE } NW
SE }
NW }
SW }
NE } NE
SE }

1. Affiant is the attorney for CH & JH Investments, LLC, a Nebraska limited liability company, Contracting Owners and Titleholder of the above-referenced real estate (hereinafter referred to as "Owner").

2. On June 14, 2005, Affiant sent by U.S. mail, postage prepaid, a copy of the recorded Notice of Partial Termination of Notice of Commencement to the following claimants:

NONE

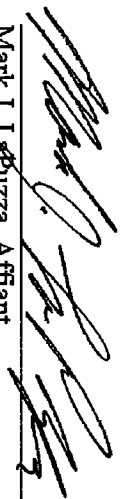
3. Notice of the recording of the Notice of Partial Termination of Notice of Commencement was published in *The Daily Record*, a legal newspaper of Douglas County, Nebraska, on the following dates:

- June 28, 2005
- July 5, 2005
- July 12, 2005

A copy of the Proof of Publication is attached hereto as Exhibit "A".

4. Further, Affiant states that, Affiant and Owner, after diligent investigation and inquiry, are unaware of any other claimants who have requested that the Owner notify them of the recording of a notice of termination and to whom notice should be given, other than the claimants referred to in Paragraph 2 above.

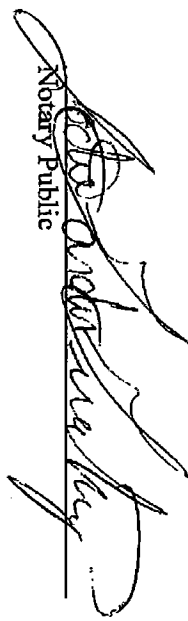
FURTHER AFFIANT SAITH NOT.



Mark J. LaPuzza, Affiant

SUBSCRIBED and sworn to before me on this 15th day of July, 2005, by Mark J. LaPuzza.





Notary Public

PANSING HOGAN
ERNST & BACHMAN, LLP
Attorneys
10280 Regency Circle
Suite 500

**NOTICE OF PARTIAL TERMINATION OF
NOTICE OF COMMENCEMENT**
THIS NOTICE OF PARTIAL TERMINATION
OF NOTICE OF COMMENCEMENT is hereby
given in accordance with Neb. Rev. Stat. §
52-146.

1. Description of Property terminated from Notice of Commencement:
Part of the NW 1/4 of Section 21, T18N, R1E of the 6th P.M., Douglas County, Nebraska, together with part of the West 1/2 of the NE 1/4 of said Section 21, all more particularly described as follows:
Commencing at the NW corner of said NW 7/4;
Thence S 00° 27' 28" E (assumed bearing) 50.00 feet on the West line of said NW 1/4 to the point of beginning, said point being on the South line of Military Road;
Thence N 88° 42' 07" E 520.90 feet on a line 50.00 feet South of and parallel with the North line of said NW 1/4 and on the South line of Military Road;
Thence N 00° 17' 55" W 17.00 feet on the South line of Military Road;
Thence N 69° 42' 07" E 2184.17 feet on a line 35.00 feet South of and parallel with the North line of said NW 1/4 and on the South line of Military Road to the West line of said NE 1/4;
Thence N 89° 40' 22" E 57.84 feet on a line 33.00 feet South of and parallel with the North line of said NE 1/4 and on the South line of Military Road;
Thence S 00° 17' 10" E 2607.88 feet on a line 57.84 feet East of and parallel with the West line of said NE 1/4 to the South line thereof;
Thence S 89° 38' 58" W 57.94 feet on the South line of said NE 1/4 to the SW corner thereof;
Thence S 89° 41' 21" W 2847.30 feet on the South line of said NW 1/4 to the SW corner thereof;
Thence N 00° 27' 28" W 2091.41 feet on the West line of said NW 1/4 to the point of beginning.
Subject to public roads and/or highways.

2. a. The contracting owner is CH & JH Investments, LLC.
b. The address of the contracting owner is 13215 Birch Street, Suite 103, Omaha, Nebraska 68164.
c. The interest of the contracting owner in the real estate for CH & JH Investments, LLC, which is the fee simple owner of the property described in Paragraph 1 above, this Partial Termination applies was recorded January 18, 2005 as Instrument No. 2005085172 in the records of the Register of Deeds of Douglas County, Nebraska.
4. The Notice of Commencement identified above shall be terminated as to the property described in Paragraph 1 above effective July 15, 2005, provided that the Notice of Commencement identified above shall not hereby be affected in any way with respect to property other than the property described in Paragraph 1 above.
5. Notice of Partial Termination of Notice of Commencement was recorded as Instrument No. 2005089977 in the records of the Register of Deeds of Douglas County, Nebraska.

16-28827-58412-05

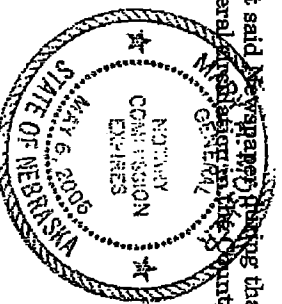
ALL LIEN CLAIMS FOR WHICH A NOTICE OF LIEN IS NOT RECORDED BY JULY 15, 2005 MAY BE DELETED BY A TRANSFER OF THE REAL ESTATE.
CH & JH Investments, LLC,
By: ROBERT P. HORGAN,
Manager

**THE DAILY RECORD
OF OMAHA
PROOF OF PUBLICATION**

UNITED STATES OF AMERICA,
The State of Nebraska,
District of Nebraska,
County of Douglas,
City of Omaha,
} ss.

J BOYD, being duly sworn, deposes and says that she is LEGAL EDITOR of THE DAILY RECORD, of Omaha, a legal newspaper, printed and published daily in the English language, having a bona fide paid circulation in Douglas County in excess of 300 copies, printed in Omaha, in said County of Douglas, for more than fifty-two weeks last past; that the printed notice hereto attached was published in THE DAILY RECORD, of Omaha, for _____ consecutive weeks on:

June 28, 2005
July 5 & 12, 2005



That said newspaper, during that time was regularly published and in general circulation in the County of Douglas, and State of Nebraska.

Publisher's Fee \$149.10
Additional Copies \$ _____
Filing Fee \$ _____
Total \$149.10

Subscribed in my presence and sworn to before me this 12 day of July, 2005

Notary Public in and for Douglas County,
State of Nebraska



MISC 2005127682



OCT 11 2005 14:24 P 3

*Abandon of US Plat ; 2006-048720
if something Plats
other wise - Check Doc.*

TEMPORARY CONSTRUCTION EASEMENT

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/11/2005 14:24:07.79
2005127682

THIS AGREEMENT, made this 7 day of October 2005 between CH & JH INVESTMENTS, LLC, a Nebraska limited liability company, hereinafter collectively referred to as GRANTOR, and SANITARY AND IMPROVEMENT DISTRICT NO. 528 OF DOUGLAS COUNTY, NEBRASKA and STRATFORD PARK DEVELOPMENT, LLC, as their interests may appear, hereinafter referred to collectively as GRANTEE, and to their successors and assigns.

WITNESSETH:

THAT, said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto said Grantee, and its successors and assigns, the right to use the parcel of land described as follows:

See Exhibit "A," attached hereto and by this reference incorporated herein.

This easement shall run with the land and terminate thirty (30) days after the improvements are completed or one year from the recording date of this easement, whichever shall occur earlier.

Said easement, along with the right of ingress and egress, is granted for construction, installation and/or re-establishment of grading measures, including but not limited to general grading and seeding, upon the condition that the Grantee will remove or cause to be removed all presently existing improvements thereon, including, but not limited to, crops, vines, gardens and lawns within the easement area as necessary for construction.

The area disturbed will be left in a neat and orderly condition upon the completion of construction. This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

Said Grantor for itself and its successors and assigns does confirm with said Grantee and its successors and assigns, that Grantor has the right to grant this easement in the manner and form aforesaid, and that it will, and its successors and assigns shall warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement runs with the land.

This instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and Grantee or its agents; and that the Grantor in executing and delivering this instrument, has not relied upon any promises, inducements or

FULLENKAMP, DOYLE & JOBBUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
ATM

2 *mis*
FEE 15.50 FB 01-100000
3 BKP 21-16-11-60 COMP
DEL 1 SCAN AV

representations of the Grantee or its agents except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Temporary Construction Easement on this 7th day of Oct 2005.

GRANTOR:
CH & JH INVESTMENTS, LLC

By: [Signature]
Robert P. Horgan, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public in and for said County and State appeared Robert P. Horgan as Manager of CH & JH Investments, LLC, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said entity.

WITNESS my hand and Notarial Seal this 7th day of Oct 2005.



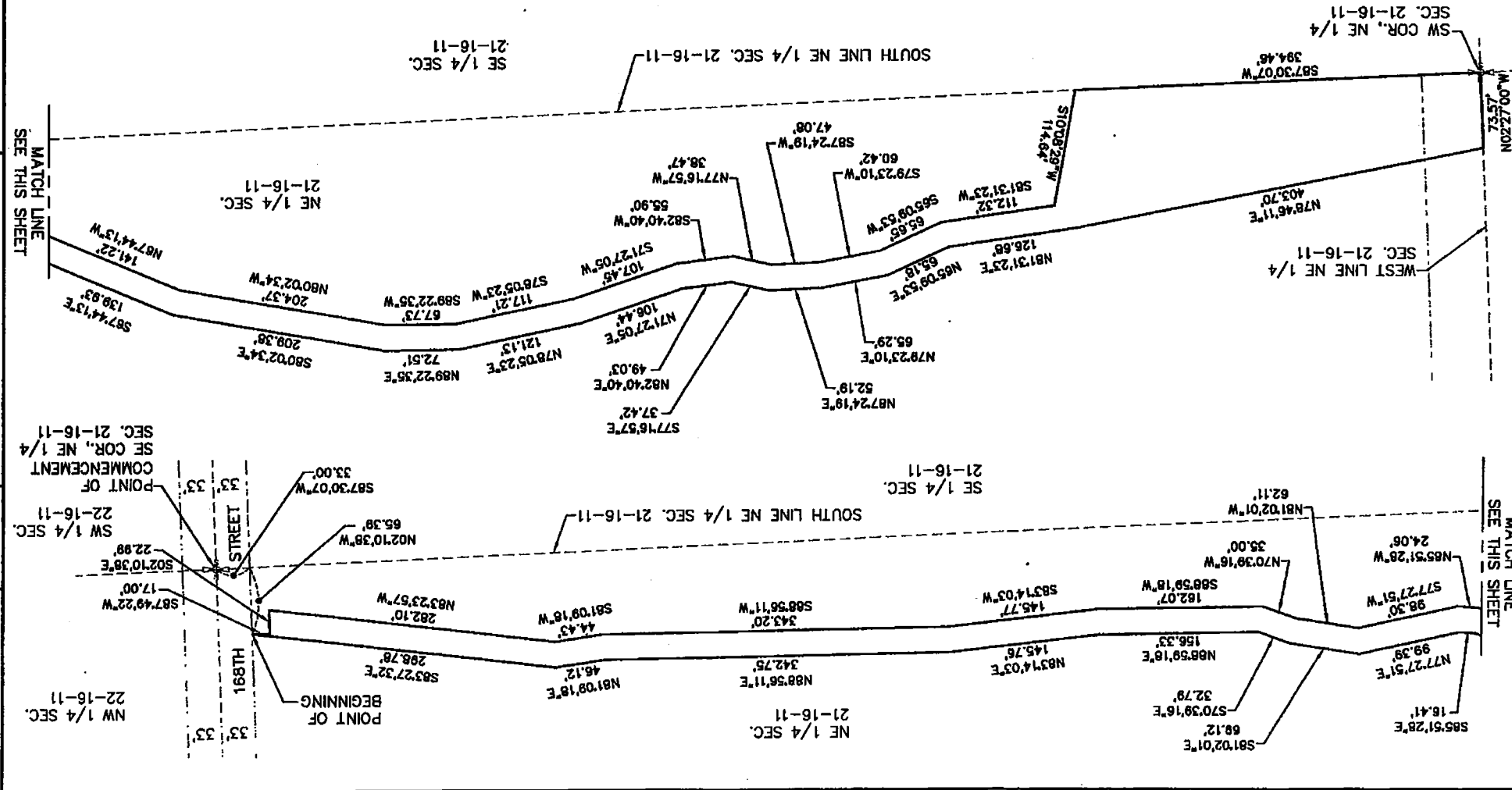
[Signature]
Notary Public

NEBRASKA REGISTERED PROFESSIONAL ENGINEER
 No. 10142
 State of Nebraska
 License Expires 12/31/2024

LEGAL DESCRIPTION-TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF NORTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, S87°30'07"W (ASSUMED BEARING), 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 168TH STREET; THENCE ALONG SAID WEST RIGHT OF WAY LINE, N02°10'38"W, 85.38 FEET TO THE POINT OF BEGINNING; THENCE S87°48'22"W, 17.00 FEET; THENCE S02°10'38"E, 22.89 FEET; THENCE N83°23'57"E, 282.10 FEET; THENCE S81°08'18"W, 44.43 FEET; THENCE S88°56'11"W, 343.20 FEET; THENCE S83°14'03"W, 145.77 FEET; THENCE S88°56'18"W, 162.07 FEET; THENCE N70°39'16"W, 35.00 FEET; THENCE N81°02'01"W, 62.11 FEET; THENCE S77°27'51"W, 98.30 FEET; THENCE S89°22'35"W, 204.37 FEET; THENCE S89°22'35"W, 67.73 FEET; THENCE S78°05'23"W, 35.00 FEET; THENCE S85°09'53"W, 65.85 FEET; THENCE S71°27'08"W, 107.45 FEET; THENCE S82°40'40"W, 85.90 FEET; THENCE N77°16'57"W, 38.47 FEET; THENCE S87°24'19"W, 47.08 FEET; THENCE S79°23'10"W, 60.42 FEET; THENCE S85°09'53"W, 65.85 FEET; THENCE S10°08'29"W, 114.64 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG SAID SOUTH LINE, S87°30'07"W, 384.46 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, N02°27'00"W, 73.57 FEET; THENCE N78°46'11"E, 403.70 FEET; THENCE N81°31'23"W, 112.32 FEET; THENCE N78°05'23"E, 121.13 FEET; THENCE S70°39'16"E, 32.79 FEET; THENCE S70°39'16"E, 69.12 FEET; THENCE S81°02'01"E, 98.39 FEET; THENCE S83°27'32"E, 298.78 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 2.28 ACRES (88,388 SQ. FT.), MORE OR LESS.



PROJECT NO.	22-16-11
DRAWN	JAD
CHECKED	JAD
DATE	08/20/24
PROJECT NO.	1871

TEMPORARY CONSTRUCTION EASEMENT

STRATFORD PARK
DOUGLAS COUNTY, NEBRASKA

ENGINEERING, INC.
168TH STREET
DOUGLAS COUNTY, NEBRASKA



MISC 2005127683



OCT 11 2005 14:24 P 3

168-177
Affidavits
309 - 324 + DL F.
of Stratford Park
Plot #
2006048122

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/11/2005 14:24:10.29
2005127683

TEMPORARY GRADING EASEMENT

THIS AGREEMENT, made this 1 day of October 2005 between CH & JH INVESTMENTS, LLC, a Nebraska limited liability company, hereinafter collectively referred to as GRANTOR, and SANITARY AND IMPROVEMENT DISTRICT NO. 528 OF DOUGLAS COUNTY, NEBRASKA and STRATFORD PARK DEVELOPMENT, LLC, as their interests may appear, hereinafter referred to collectively as GRANTEE, and to their successors and assigns.

WITNESSETH:

THAT, said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto said Grantee, and its successors and assigns, the right to use the parcel of land described as follows:

See Exhibit "A," attached hereto and by this reference incorporated herein.

This easement shall run with the land and terminate thirty (30) days after the improvements are completed or one year from the recording date of this easement, whichever shall occur earlier.

Said easement, along with the right of ingress and egress, is granted for construction, installation and/or re-establishment of grading measures, including but not limited to general grading and seeding, upon the condition that the Grantee will remove or cause to be removed all presently existing improvements thereon, including, but not limited to, crops, vines, gardens and lawns within the easement area as necessary for construction.

The area disturbed will be left in a neat and orderly condition upon the completion of construction. This easement is also for the benefit of any contractor, agent, employee and representative of the Grantee in any of said construction and work.

Said Grantor for itself and its successors and assigns does confirm with said Grantee and its successors and assigns, that Grantor has the right to grant this easement in the manner and form aforesaid, and that it will, and its successors and assigns shall warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement runs with the land.

This instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and Grantee or its agents; and that the Grantor in executing and delivering this instrument, has not relied upon any promises, inducements or

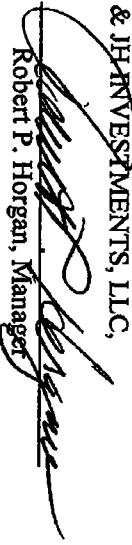
FULLENKAMP DOYLE & JOBEUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
AKH

2 MISC
FEE 15.50 *2* FB 01-16000
3 BNP 21-16-11 *0/0* COMP
1 DEL SCAN RV

representations of the Grantee or its agents except as are set forth herein.

IN WITNESS WHEREOF, GRANTOR has executed this Temporary Construction Easement on this 26th day of Oct 2005.

GRANTOR:
CH & JH INVESTMENTS, LLC,

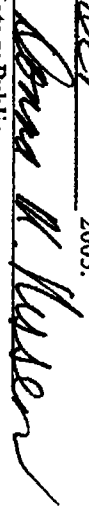
By: 
Robert P. Horgan, Manager

STATE OF NEBRASKA)
))
)) ss.
COUNTY OF DOUGLAS)

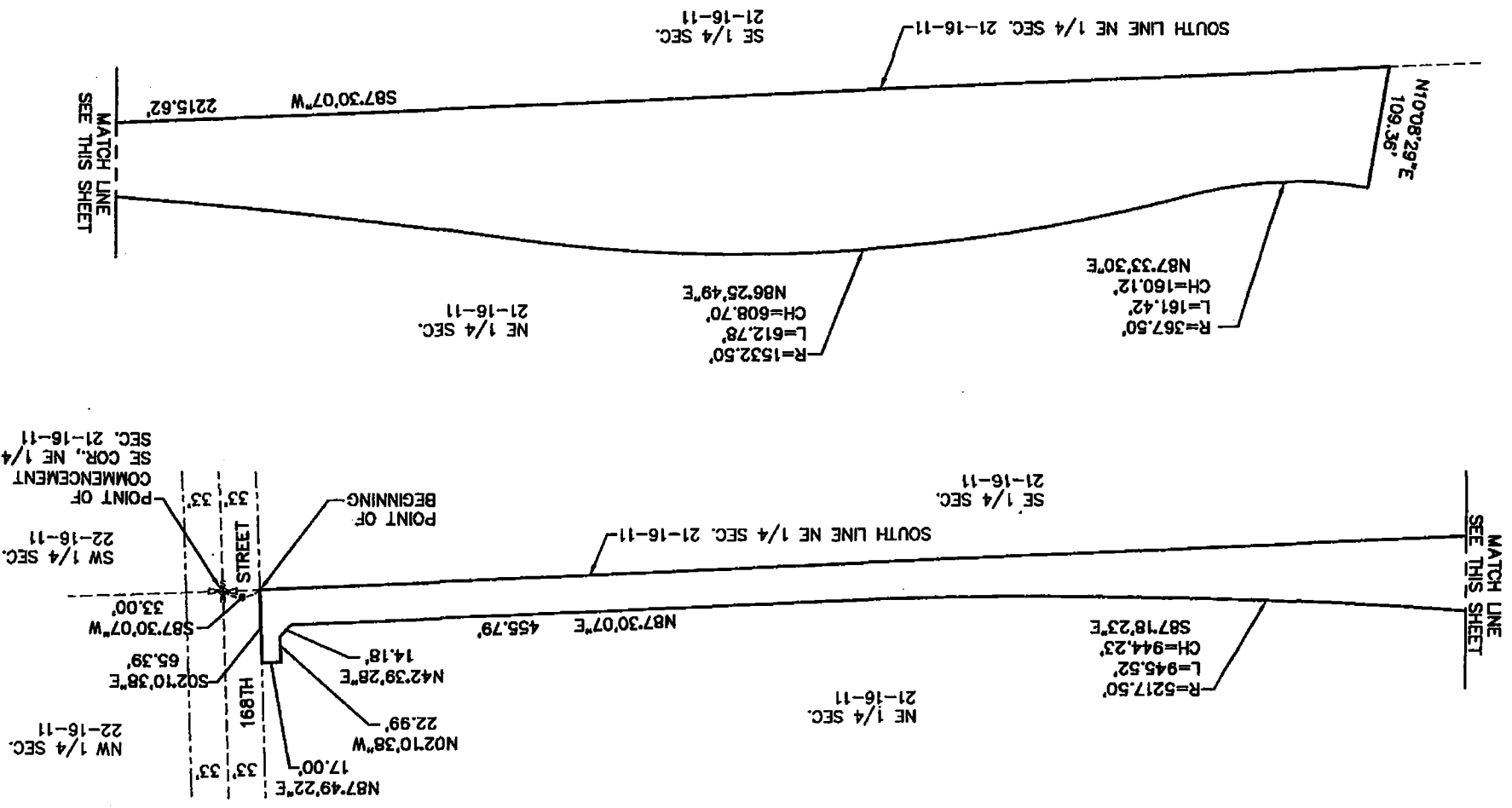
Before me, the undersigned, Notary Public in and for said County and State appeared Robert P. Horgan as Manager of CH & JH Investments, LLC, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said entity.

WITNESS my hand and Notarial Seal this 26th day of Oct 2005.




Notary Public

LEGAL DESCRIPTION-GRADING EASEMENT
 A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF NORTHEAST QUARTER OF SAID SECTION 21; THENCE ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER, S87°30'07"W (ASSUMED BEARING), 33.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 21, S87°30'07"W, 2215.62 FEET; THENCE N10°08'29"E, 109.36 FEET TO THE POINT OF BEGINNING; THENCE N10°08'29"E, 109.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 367.50 FEET AND A CHORD BEARING N87°33'30"E, 160.12 FEET, AN ARC DISTANCE OF 161.42 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 1532.50 FEET AND A CHORD BEARING N86°25'49"E, 608.70 FEET, AN ARC DISTANCE OF 612.78 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 945.52 FEET, 944.23 FEET, A ARC DISTANCE OF 945.52 FEET; THENCE N87°30'07"E, 455.79 FEET; THENCE N42°39'28"E, 14.18 FEET; THENCE N87°30'07"E, 17.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 168TH STREET; THENCE ALONG SAID WEST RIGHT OF WAY LINE, S02°10'38"E, 65.39 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 3.94 ACRES (171,685 SQ. FT.), MORE OR LESS.



PROJECT NO.	08-00000
DATE	OCT 2008
DESIGNED BY	DAB
CHECKED BY	DAB
DATE	N/A
PROJECT NO.	1071

GRADING EASEMENT	STRATFORD PARK	DOUGLAS COUNTY, NEBRASKA		
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MISC

2006139304



DEC 08 2006 13:59 P 3

mbo
21.58 207-37775
3/3

November 17, 2006

Doc #

JOINT UTILITY EASEMENT

Received - DIANE L. BATTATO
 Register of Deeds, Douglas County, NE
 12/8/2006 13:59:31 86

 2006139304

Stratford Park Development, L.L.C.

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots Sixty-four (64), Sixty-five (65), Sixty-nine (69), One Hundred Six (106), One Hundred Seven (107), ^{One Hundred Sixty-two (62), One Hundred Sixty-three (63),} One Hundred Forty-five (145), Three Hundred Sixty-three thru Three Hundred Sixty-eight (363, 364, 365, 366, 367, 368), all in Stratford Addition, an Addition as surveyed, platted and recorded in Douglas County, Nebraska, ~~per~~

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the Omaha Public Power District, Qwest Communications, and any other company which has been granted a franchise to provide a cable television system in the area to be subdivided, their successors and assigns, subject to matters of record, a permanent utility easement to erect, operate, maintain, repair, and renew poles, wires, cables, conduits and other related facilities, and to extend thereon wires or cables for the carrying and transmission of electrical current for light, heat and power and for the transmission of signals and sounds of all kinds including signals provided by a cable television system, and the reception on, over through, under and across the following described real estate, to wit:

(See attached Exhibit "A" for sketch of easement areas.)

The Grantor hereby grants to said Utilities, their successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip.

Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District.

No permanent buildings or retaining walls shall be placed in the easement area, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the Utilities forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 28th day of November, 2006.
 OWNERS SIGNATURE(S)

Diane L. Battato

 Manager, Stratford Park Development, L.L.C.

RETURN TO:
 OMAHA PUBLIC POWER DISTRICT
 % Land Rights 5E/EP2
 444 South 16th Street Mal
 Omaha, NE 68102-2247

CORPORATE ACKNOWLEDGMENT

STATE OF Nebraska

COUNTY OF Douglas

On this 28th day of November, 2006, before me the undersigned, a Notary Public in and for said County, personally came Barbara Skans

Manager Stratford Park Development LLC

personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Janet McDonald
NOTARY PUBLIC



INDIVIDUAL ACKNOWLEDGMENT

STATE OF

COUNTY OF

On this _____ day of _____, 2006, before me the undersigned, a Notary Public in and for said County and State, personally appeared

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

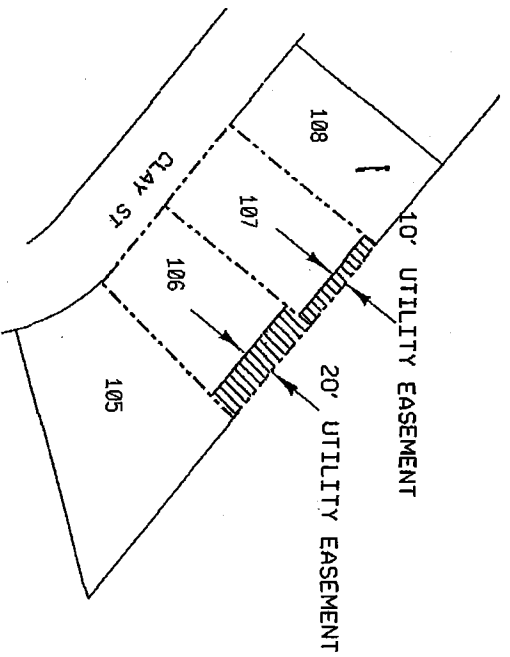
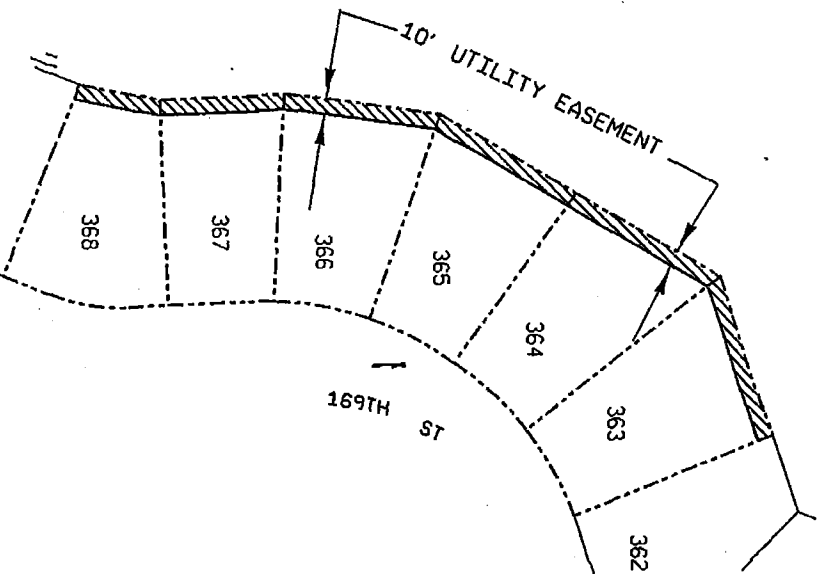
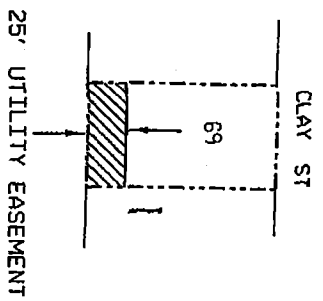
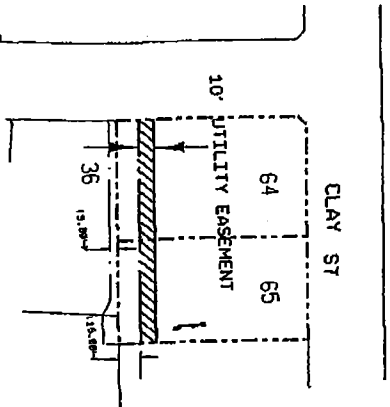
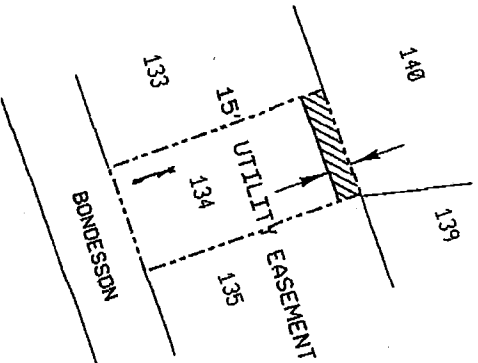
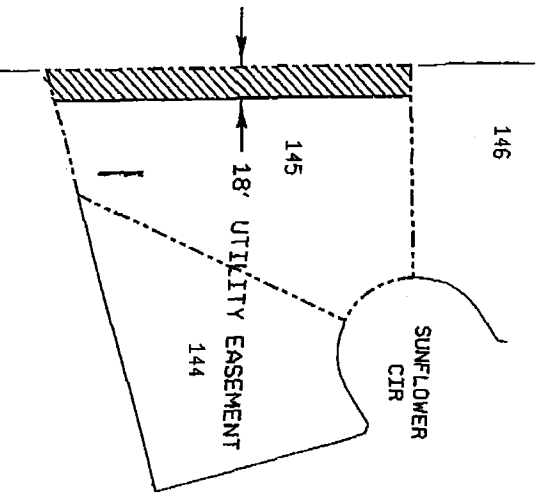
Witness my hand and Notarial Seal the date above written.

NOTARY PUBLIC

NE 1/4, Section 21, T 16 N, R 11 E, County Douglas ROW RJD Date November 17, 2006

Customer Rep. Carrazzo Engineer Rose Svc Req. # 24115 W.O.# 0022338501

EXHIBIT "A"





MISC 2005127884



OCT 11 2005 14:24 P 3

Plat #: 20060648722

NORTH of US
4 in Rachel Snowden
Parkway

if something Plats North
of US
PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Received - DIANEL L. BATTIATO
Register of Deeds, Douglas County, NE
10/11/2005 14:24:11.40
2005127884

THAT CH & JH INVESTMENTS, LLC, a Nebraska limited liability company, hereinafter collectively referred to as GRANTOR whether one or more, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto SANITARY AND IMPROVEMENT DISTRICT NO. 528 OF DOUGLAS COUNTY, NEBRASKA, a Nebraska political subdivision, and STRATFORD PARK DEVELOPMENT, LLC, as their interests appear, hereinafter referred to collectively as GRANTEE, and to their successors and assigns, an easement for the right to install, construct, maintain and operate slope and grading measures, and appurtenances thereto (hereinafter collectively the "Improvements"), in, through, over and under the parcel of land legally described as follows:

See Exhibit "A," attached hereto and by this reference incorporated herein.

TO HAVE AND TO HOLD unto said GRANTEE, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of inspecting, maintaining, operating repairing or replacing said Improvements at the will of the GRANTEE, its successors and assigns. The Grantor may, following construction of said Improvements, continue to use the surface of the easement conveyed hereby for other purposes, subject to the right of the Grantee to use the same for the purposes herein expressed.

It is further agreed as follows:

1. That no building, improvements, or other structures, nor any grading, fill or fill material, or embankment work, shall be placed in, on, over or across said easement strip by Grantor, its successors and assigns without express written approval of Grantee.
2. That Grantee will replace or rebuild any and all damage to improvements caused by Grantee exercising its rights of inspecting, maintaining or operating said Improvements installed by Grantee.
3. This permanent easement is also for the benefit of any contractor, agent, employee or representative of Grantee and any of said construction and work.
4. It is the intent of the easement for Grantee to construct for its benefit and for the benefit of the Grantor, slope and grading measures, and related appurtenances in the easement area.

FULLENKAMP, DOYLE & JOBBUN
11440 WEST CENTER ROAD
OMAHA, NEBRASKA 68144-4482
AS A

MISC
FEE 15.50 FB 01-60000
3 BKP 21-16-11-00 COMP
1 DEL SCAN FY

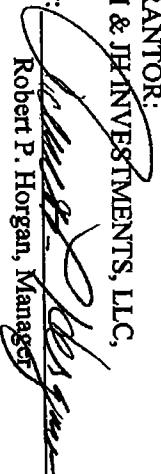
Grantee warrants that said Improvements shall be constructed in accordance with all applicable rules, regulations and permit requirements of any governing body having jurisdiction thereof. Any repair, maintenance, reconstruction or replacement of said Improvements shall be at Grantee's sole cost and expense, except any repairs, maintenance, reconstruction or replacement necessitated by the sole actions of Grantor or Grantor's successors and assigns. In the event Grantee fails to repair or maintain said Improvements in good operating condition, upon notice to Grantee of its failure to do so, Grantor shall have the right, but not the obligation, to repair, replace and maintain said Improvements.

5. That said Grantor and its successors and assigns does confirm with said Grantee and its successors and assigns, the Grantor is well seized in fee of the above-described property and that it has the right to grant and convey this easement in the manner and form aforesaid, and that it will warrant and defend this easement to said Grantee and its successors and assigns against the lawful claims and demands of all persons. This easement shall run with the land and inure to the benefit of Grantee's successors and assigns.

6. That said permanent easement is granted upon the condition that the Grantee may remove or cause to be removed all presently existing improvements thereon, including but not limited to crops, vines, and trees within the easement area as necessary for construction.

7. That this instrument contains the entire agreement of the parties; that there are no different agreements or understandings, except a temporary construction easement if and as applicable between the Grantor and Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantee or its agents or employees, except as set forth herein.

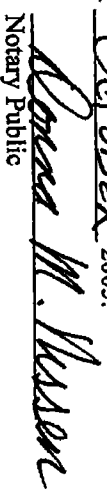
IN WITNESS WHEREOF, GRANTOR has executed this Easement on this 7th day of Oct 2005.

GRANTOR:
CH & JH INVESTMENTS, LLC,
By: 
Robert P. Horgan, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

Before me, the undersigned, Notary Public in and for said County and State appeared Robert P. Horgan as Manager of CH & JH Investments, LLC, known to me to be the identical person who signed the above instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said entity.

WITNESS my hand and Notarial Seal this 7th day of October 2005.


Notary Public

