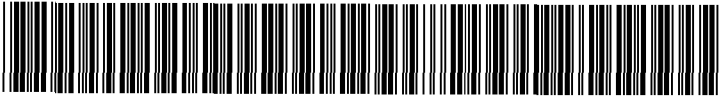




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FEB 26 2015 11:11 P 21

Fee amount: 130.00  
FB: 47-08429  
COMP: CC

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
02/26/2015 11:11:16.00



2015013792

After recording return to:

Jeffrey N. Anderson  
Latham & Watkins LLP  
330 N. Wabash Avenue , Suite 2800  
Chicago, Illinois 60611

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

BY

GILSA REAL ESTATE CO., LLC,  
as Grantor,

TO

FIRST AMERICAN TITLE INSURANCE COMPANY,  
as Trustee

FOR THE BENEFIT OF

JPMORGAN CHASE BANK, N.A.,  
as Beneficiary

Dated and Effective: As of February 23, 2015

Location: 7122 J Street, Omaha, NE 68117  
County: Douglas County

ATTENTION: COUNTY CLERK - THIS DEED OF TRUST COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN AND IS TO BE FILED FOR RECORD IN THE RECORDS WHERE DEEDS OF TRUST ON REAL ESTATE ARE RECORDED. ADDITIONALLY, THIS DEED OF TRUST SHOULD BE APPROPRIATELY INDEXED, NOT ONLY AS A DEED OF TRUST, BUT ALSO AS A FINANCING STATEMENT COVERING GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN. THE MAILING ADDRESSES OF THE GRANTOR (DEBTOR) AND BENEFICIARY (SECURED PARTY) ARE SET FORTH IN THIS DEED OF TRUST.

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

**THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING** dated as of February 23, 2015 (this "Deed of Trust"), by GILSA REAL ESTATE CO., LLC, a Nebraska limited liability company, having an office at c/o Borden Dairy Company, 8750 N. Central Expressway, Suite 400, Dallas, Texas 75231 ("Grantor"), to FIRST AMERICAN TITLE INSURANCE COMPANY, with an address of National Commercial Services, 13924 Gold Circle, Omaha, Nebraska 68144 ("Trustee"), for the benefit of JPMORGAN CHASE BANK, N.A., having an office at 500 Stanton Christiana Road, Ops 2, Floor 03, Newark, Delaware 19713-2107 ("JPM") in its capacity as administrative agent for the Lenders (as defined in the Credit Agreement (as defined below)) (together with its successors and assigns in such capacity, "Beneficiary").

WITNESSETH THAT:

Reference is made to that certain Credit Agreement dated as of November 7, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borden Dairy Company, a Delaware corporation ("Borrower"), Grantor, the other Loan Parties party thereto, the Lenders, JPM as administrative agent (the "Administrative Agent"), and Regions Bank, as syndication agent. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

Pursuant to the Credit Agreement, (a) the Lenders have agreed to make Revolving Loans and Swingline Loans to Borrower, and (b) the Issuing Bank has issued or agreed to issue from time to time Letters of Credit for the account of Borrower, in each case pursuant to, upon the terms of and subject to the conditions specified in the Credit Agreement. Subject to the terms of the Credit Agreement, Borrower may borrow, prepay and reborrow the Revolving Loans, which Revolving Loans shall not exceed at any one time outstanding the maximum principal amount of \$75,000,000.00.

Grantor is an affiliate of Borrower and will derive substantial benefit from the making of the Loans by the Lenders and the issuance of the Letters of Credit by the Issuing Bank to Borrower. In order to induce the Lenders to make the Loans and the Issuing Bank to issue Letters of Credit, Grantor has guaranteed, among other things, the due and punctual payment and performance of all of the obligations of Borrower under the Credit Agreement pursuant to the terms of Article X of the Credit Agreement.

Pursuant to the requirements of the Credit Agreement, Grantor is granting this Deed of Trust to Trustee, for the benefit of Beneficiary, to create a lien on and a security interest in the Mortgaged Property (as hereinafter defined) to secure the performance and payment by Borrower of the Secured Obligations. The Credit Agreement also requires the granting by other affiliates of Borrower of mortgages, deeds of trust and/or deeds to secure debt (the "Other Mortgages") that create liens on and security interests in certain real and personal property other than the Mortgaged Property to secure the performance of the Secured Obligations.

As used herein, the term "Secured Obligations" shall have the meaning ascribed to it in the Credit Agreement (which includes, for the avoidance of doubt, the Obligations under the Credit Agreement, the Guaranteed Obligations and all obligations under this Deed of Trust).

#### Granting Clauses

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and in order to secure the due and punctual payment and performance of the Secured Obligations, Grantor hereby grants, conveys, mortgages, assigns and pledges to Trustee, IN TRUST WITH POWER OF SALE and right of entry and possession, for the benefit and security of Beneficiary and the Secured Parties, a mortgage lien on and a security interest in, all of Grantor's right, title and interest in and to all of the following described property (the "Mortgaged Property") whether now owned or held or hereafter acquired:

(1) the land more particularly described on Exhibit A hereto (the "Land"), together with all of the following (and with respect to land as to which Grantor has surface rights only, only to the extent Grantor has such rights, if any): all rights appurtenant thereto, including the easements over certain other adjoining land granted by any easement agreements, covenant or restrictive agreements and all air rights, mineral rights and oil and gas rights (to the extent (if any) that Grantor has the right to mortgage the same), water rights, and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim or demand whatsoever of Grantor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired (the "Premises");

(2) all buildings, improvements, structures, paving, parking areas, walkways and landscaping now or hereafter erected or located upon the Land, and all fixtures of every kind and type affixed to the Premises or attached to or forming part of any structures, buildings or improvements and replacements thereof now or hereafter erected or located upon the Land (the "Improvements");

(3) all apparatus, movable appliances, building materials, equipment, fittings, furnishings, furniture, machinery and other articles of tangible personal property of every kind and nature, and replacements thereof; now or at any time hereafter placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Improvements or the Premises, including all of Grantor's books and records relating thereto and including all pumps, tanks, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, fire prevention or control systems, cleaning rigs, air conditioning, heating, boilers, refrigerating, electronic monitoring, water, loading, unloading, lighting, power, sanitation, waste removal, entertainment, communications, computers, recreational, window or structural, maintenance, truck or car repair and all other equipment of every kind), lifts, restaurant, bar and all other indoor or outdoor furniture (including tables, chairs, booths, serving stands, planters, desks, sofas, racks, shelves, lockers and cabinets); bar equipment, glasses, cutlery, uniforms, linens, memorabilia and other decorative items, furnishings, appliances, supplies, inventory,

rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, freezers, refrigerators, walk-in coolers, signs (indoor and outdoor), computer systems, cash registers and inventory control systems, and all other apparatus, equipment, furniture, furnishings, and articles used in connection with the use or operation of the Improvements or the Premises, all only to the extent that Grantor has the right to mortgage the same, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned (the property referred to in this subparagraph (3), the "Personal Property");

(4) all general intangibles owned by Grantor and relating to design, development, operation, management and use of the Premises or the Improvements, all certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the development, use, operation or management of the Premises and Improvements, all construction, service, engineering, consulting, leasing, architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Premises and Improvements, all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, environmental studies, engineering reports and similar materials relating to any portion of or all of the Premises and Improvements, and all payment and performance bonds or warranties or guarantees relating to the Premises or the Improvements, all to the extent assignable (the "Permits, Plans and Warranties");

(5) all now or hereafter existing leases or licenses (under which Grantor is landlord or licensor), concession, management, mineral or other agreements of a similar kind that permit the use or occupancy of the Premises or the Improvements for any purpose in return for any payment, or the extraction or taking of any gas, oil, water or other minerals from the Premises in return for payment of any fee, rent or royalty (collectively, "Leases"), and all agreements or contracts for the sale or other disposition of all or any part of the Premises or the Improvements, now or hereafter entered into by Grantor, together with all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable thereunder ("Rents");

(6) all real estate tax refunds and all proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property into cash or liquidated claims ("Proceeds"), including Proceeds of insurance maintained by Grantor and condemnation awards, any awards that may become due by reason of the taking by eminent domain or any transfer in lieu thereof of the whole or any part of the Premises or Improvements or any rights appurtenant thereto, and any awards for change of grade of streets, together with any and all moneys now or hereafter on deposit for the payment of real estate taxes, assessments or common area charges levied against the Mortgaged Property, unearned premiums on policies of fire and other insurance maintained by Grantor covering any interest in the Mortgaged Property or required by the Credit Agreement; and

(7) all extensions, improvements, betterments, renewals, substitutions and replacements of and all additions and appurtenances to, the Land, the Premises, the

Improvements, the Personal Property, the Permits, Plans and Warranties and the Leases, hereinafter acquired by or released to Grantor or constructed, assembled or placed by Grantor on the Land, the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, deed of trust, conveyance, assignment or other act by Grantor, all of which shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by Grantor and specifically described herein.

TO HAVE AND TO HOLD the Mortgaged Property unto Trustee and Trustee's successors, IN TRUST WITH POWER OF SALE, for the benefit and security of Beneficiary and its successors and assigns, for the ratable benefit of the Secured Parties, forever, subject only to Permitted Encumbrances.

## ARTICLE I

### Representations, Warranties and Covenants of Grantor

Grantor agrees, covenants, represents and/or warrants as follows:

#### SECTION 1.01. Title, Mortgage Lien.

(a) Grantor has good and valid fee simple title to the Mortgaged Property, subject only to Permitted Encumbrances.

(b) When duly recorded in the real property records of the County of Douglas (the "Official Records") within the State of Nebraska (the "State"), this Deed of Trust will create a valid and enforceable lien upon the portion of the Mortgaged Property constituting real property, and a valid, perfected, enforceable security interest in the portion of the Mortgaged Property constituting Fixtures (as defined in the Uniform Commercial Code as adopted in the state wherein the Premises are located (the "UCC")).

(c) Grantor will forever warrant and defend its title to the Mortgaged Property, the rights of Beneficiary therein under this Deed of Trust and the validity and priority of the lien and security interest of this Deed of Trust thereon against the claims of all persons and parties except those having rights under Permitted Encumbrances.

SECTION 1.02. Credit Agreement. This Deed of Trust is given pursuant to the Credit Agreement. Grantor expressly covenants and agrees to pay when due, and to timely perform, and to cause the other Loan Parties to pay when due, and to timely perform, the Secured Obligations in accordance with the terms of the Loan Documents. In the event of any inconsistency, conflict or ambiguity between this Deed of Trust and the Credit Agreement, the Credit Agreement shall govern and control in all respects.

#### SECTION 1.03. Payment of Taxes, and Other Obligations.

(a) Grantor will pay and discharge from time to time prior to the time when the same shall become delinquent, and before any interest or penalty accrues thereon or attaches thereto, all Taxes and other obligations with respect to the Mortgaged Property or any part thereof or upon the Rents from the Mortgaged Property or arising in respect of the occupancy, use or possession thereof in accordance with, and to the extent required by, the Credit Agreement, including without limitation all provisions with respect to the contest or protest of such Taxes.

(b) In the event of the passage of any state, Federal, municipal or other governmental law, order, rule or regulation subsequent to the date hereof (i) deducting from the value of real property for the purpose of taxation any lien or encumbrance thereon or in any manner changing or modifying the laws now in force governing the taxation of this Deed of Trust or debts secured by mortgages or deeds of trust (other than laws governing income, franchise and similar taxes generally) or the manner of collecting taxes thereon and (ii) imposing a tax to be paid by Beneficiary, either directly or indirectly, on this Deed of Trust or any of the Loan Documents, or requiring an amount of taxes to be withheld or deducted therefrom, Grantor will promptly (x) upon learning thereof, notify Beneficiary of such event, (y) enter into such further instruments as Beneficiary may determine are reasonably necessary or desirable to obligate Grantor to make any additional payments necessary to put the Lenders and Secured Parties in the same financial position they would have been if such law, order, rule or regulation had not been passed and (z) in accordance with, and to the extent required by, the Credit Agreement, make such additional payments to Beneficiary for the benefit of the Lenders and Secured Parties.

SECTION 1.04. Maintenance of Mortgaged Property. Grantor will maintain the Mortgaged Property in the manner required by Section 5.05 of the Credit Agreement.

SECTION 1.05. Insurance. Grantor will keep or cause to be kept the Mortgaged Property insured against such risks, and in the manner, described in Section 5.10 of the Credit Agreement and shall purchase such additional insurance as may be required from time to time pursuant thereto. Federal Emergency Management Agency Standard Flood Hazard Determination Forms will be purchased by Grantor for each parcel of Mortgaged Property on which Improvements are located. If any portion of Improvements constituting part of the Mortgaged Property is located in an area identified as a special flood hazard area by Federal Emergency Management Agency or other applicable agency, Grantor will purchase flood insurance in an amount satisfactory to Beneficiary, but in no event less than the maximum limit of coverage available under the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973, in each case as amended from time to time.

SECTION 1.06. Casualty, Condemnation and Eminent Domain. Grantor shall give Beneficiary prompt written notice of any casualty or other damage to the Mortgaged Property or the commencement of any action or proceeding for the taking of the Mortgaged Property or any portion thereof or interest therein under power of eminent domain or by condemnation or any similar proceeding. Any Net Proceeds received by or on behalf of Grantor in respect of any such casualty, damage or taking shall be applied in accordance with the applicable provisions of the Credit Agreement and the Collateral Documents.

SECTION 1.07. Assignment of Leases and Rents.

(a) All Leases hereafter entered into by Grantor shall be subordinate to the lien of this Deed of Trust. Unless otherwise permitted under the Credit Agreement, Grantor will not enter into, modify or amend any Lease if such Lease, as entered into, modified or amended, will not be subordinate to the lien of this Deed of Trust.

(b) Subject to Section 1.07(c), Grantor hereby irrevocably and absolutely grants a security interest, transfers and assigns to Beneficiary all of Grantor's right, title and interest in and to the Leases and Rents now or hereafter arising from each Lease heretofore or hereafter made or agreed to by Grantor, it being intended that this assignment establish, subject to Section 1.07(c), an absolute transfer and assignment of all Rents to Beneficiary and not merely to grant a security interest therein, and this Deed of Trust (security instrument) shall constitute a security interest in rents under and pursuant to the provisions of Chapter 52, Article 17, Revised Statutes of Nebraska, as amended, modified, or recodified from time to time, or any similar successor statute. Subject to Section 1.07(c), Beneficiary may in Grantor's name and stead (with or without first taking possession of any of the Mortgaged Property personally or by receiver as provided herein) operate the Mortgaged Property and rent, lease or let all or any portion of any of the Mortgaged Property to any party or parties at such rental and upon such terms as Beneficiary shall, in its sole discretion, determine, and may collect and have the benefit of all of said Rents arising from or accruing at any time thereafter or that may thereafter become due under any Lease. Grantor has not assigned or executed any assignment of, and will not assign or execute any assignment of, any Rents payable thereunder to anyone other than Beneficiary.

(c) So long as an Event of Default shall not have occurred and be continuing, Beneficiary will not exercise any of its rights under Section 1.07(b), and Grantor shall receive and collect the Rents accruing under any Lease; but after the occurrence and during the continuance of any Event of Default, Beneficiary may, at its option, receive and collect all Rents and enter upon the Premises and Improvements through its officers, agents, employees or attorneys for such purpose and for the operation and maintenance thereof. Grantor hereby irrevocably authorizes and directs each tenant, if any, and each successor, if any, to the interest of any tenant under any Lease, respectively, to rely upon any notice of a claimed Event of Default sent by Beneficiary to any such tenant or any of such tenant's successors in interest, and thereafter to pay Rents to Beneficiary without any obligation or right to inquire as to whether an Event of Default actually exists and even if some notice to the contrary is received from Grantor, who shall have no right or claim against any such tenant or successor in interest for any such Rents so paid to Beneficiary. Each tenant or any of such tenant's successors in interest from whom Beneficiary or any officer, agent, attorney or employee of Beneficiary shall have collected any Rents, shall be authorized to pay Rents to Grantor only after such tenant or any of their successors in interest shall have received written notice from Beneficiary that the Event of Default is no longer continuing, unless and until a further notice of an Event of Default is given by Beneficiary to such tenant or any of its successors in interest. For the avoidance of doubt, upon the cessation of any Event of Default, Grantor's rights to receive and collect all Rents shall be automatically reinstated without any further act or instrument by or from Beneficiary.

(d) Beneficiary will not become a mortgagee in possession so long as it does not enter or take actual possession of the Mortgaged Property. In addition, Beneficiary shall not

be responsible or liable for performing any of the obligations of the landlord under any Lease, for any waste by any tenant, or others, for any dangerous or defective conditions of any of the Mortgaged Property, for negligence in the management, upkeep, repair or control of any of the Mortgaged Property or any other act or omission by any other person.

SECTION 1.08. Restrictions on Transfers and Encumbrances. Unless otherwise permitted by the Credit Agreement, Grantor shall not directly or indirectly sell, convey, alienate, assign, lease, sublease, license, mortgage, pledge, encumber or otherwise transfer, create, consent to or suffer the creation of any Lien, charge or other form of encumbrance upon any interest in or any part of the Mortgaged Property, or be divested of its title to the Mortgaged Property or any interest therein in any manner or way, whether voluntarily or involuntarily (other than resulting from a condemnation), or engage in any common, cooperative, joint, time-sharing or other congregate ownership of all or part thereof, except in each case in accordance with and to the extent permitted or not prohibited by the Credit Agreement. If any of the foregoing transfers or encumbrances results in a mandatory prepayment required by Section 2.11 of the Credit Agreement, any Net Proceeds received by or on behalf of Grantor in respect thereof shall be applied in accordance with Section 2.11 of the Credit Agreement.

SECTION 1.09. Security Agreement. This Deed of Trust is both a mortgage of real property and a grant of a security interest in personal property, and shall constitute and serve as a "Security Agreement" within the meaning of the UCC. Grantor hereby grants unto Beneficiary for the benefit of the Beneficiary and the Secured Parties a security interest in and to all the Mortgaged Property described in this Deed of Trust in which a security interest may be created pursuant to Article 9 of the UCC, and simultaneously with the recording of this Deed of Trust, Grantor has filed or will file UCC financing statements (which may be in the form of an "all assets" filing), and will file continuation statements prior to the lapse thereof, at the appropriate offices in the jurisdiction of formation of Grantor to perfect the security interest granted by this Deed of Trust in all the Mortgaged Property in which a security interest may be created pursuant to Article 9 of the UCC. Grantor hereby appoints Beneficiary as its true and lawful attorney-in-fact and agent, for Grantor and in its name, place and stead, in any and all capacities, to execute any document and to file the same in the appropriate offices (to the extent it may lawfully do so), and to perform each and every act and thing requisite and necessary to be done to perfect the security interest contemplated by the preceding sentence. Beneficiary shall have all rights with respect to the part of the Mortgaged Property that is the subject of a security interest afforded by the UCC in addition to, but not in limitation of, the other rights afforded Beneficiary hereunder and under the Security Agreement.

SECTION 1.10. Filing and Recording. Grantor will cause this Deed of Trust, any other security instrument creating a security interest in or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded and, if necessary, refiled, rerecorded and reregistered, in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to perfect the lien hereof upon, and the security interest of Beneficiary in, the Mortgaged Property until this Deed of Trust is terminated and released in full in accordance with Section 3.08. Grantor will pay all filing, registration and recording fees, all Federal, state, county and municipal recording, documentary or intangible taxes and other taxes, duties, imposts, assessments and charges, and all reasonable expenses incidental to or arising out of or in connection with the execution,



delivery and recording of this Deed of Trust, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance. This Deed of Trust is also a fixture financing statement. The scheduled maturity date is November 7, 2017 or any earlier date on which the Commitments are reduced to zero or otherwise terminated pursuant to the terms of the Credit Agreement.

SECTION 1.11. Further Assurances. Within a reasonable time after demand by Beneficiary, Grantor will, at the cost of Grantor and without expense to Beneficiary, do, execute, acknowledge and deliver all such further acts, deeds, conveyances, mortgages, assignments, notices of assignment, transfers and assurances as Beneficiary shall from time to time require for the better assuring, conveying, assigning, transferring and confirming unto Beneficiary the property and rights hereby conveyed or assigned or intended now or hereafter so to be, in accordance with and subject to the provisions of this Deed of Trust, or which Grantor may be or may hereafter become bound to convey or assign to Beneficiary pursuant to the Credit Agreement, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust consistent with the terms of the Credit Agreement, or for filing, registering or recording this Deed of Trust.

SECTION 1.12. Additions to Mortgaged Property. All right, title and interest of Grantor in and to all extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to Grantor constructed, assembled or placed by Grantor upon the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by Grantor, shall become subject to the lien and security interest of this Deed of Trust as fully and completely and with the same effect as though now owned by Grantor and specifically described in the grant of the Mortgaged Property above, but at any and all times Grantor will execute and deliver to Beneficiary any and all such further assurances, mortgages, conveyances or assignments thereof as Beneficiary may require for the purpose of expressly and specifically subjecting the same to the lien and security interest of this Deed of Trust, subject in each case to all Permitted Encumbrances.

SECTION 1.13. No Claims Against Beneficiary. Nothing contained in this Deed of Trust shall constitute any consent or request by Beneficiary, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, nor as giving Grantor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Beneficiary in respect thereof.

SECTION 1.14. Fixture Filing.

(a) Certain portions of the Mortgaged Property are or will become Fixtures on the Premises, and this Deed of Trust, upon being filed for record in the real estate records of the county wherein such Fixtures are situated, shall operate also as a financing statement filed as a

fixture filing in accordance with the applicable provisions of said UCC upon such portions of the Mortgaged Property that are or become Fixtures.

(b) The real property to which the Fixtures relate is described in Exhibit A attached hereto. The record owner of the real property described in Exhibit A attached hereto is Gilsa Real Estate Co., LLC, a Nebraska limited liability company. The name, type of organization and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of Grantor set forth in the first paragraph of this Deed of Trust, and the name of the secured party for purposes of this financing statement is the name of Beneficiary set forth in the first paragraph of this Deed of Trust. The mailing address of Grantor/debtor is the address of Grantor set forth in the first paragraph of this Deed of Trust. The mailing address of Beneficiary/secured party from which information concerning the security interest hereunder may be obtained is the address of Beneficiary set forth in the first paragraph of this Deed of Trust.

## ARTICLE II

### Defaults and Remedies

SECTION 2.01. Events of Default. Any Event of Default under the Credit Agreement (as such term is defined therein) shall constitute an Event of Default under this Deed of Trust.

SECTION 2.02. Demand for Payment. If an Event of Default shall occur and be continuing, then, upon written demand of Beneficiary, Grantor will pay to Beneficiary all amounts due hereunder and the costs and expenses of collection, including reasonable attorneys' fees, disbursements and expenses incurred by Beneficiary, and Beneficiary shall be entitled and empowered to institute an action or proceedings at law or in equity for the collection of the sums so due and unpaid, to prosecute any such action or proceedings to judgment or final decree, to enforce any such judgment or final decree against Grantor and to collect, in any manner provided by law, all moneys adjudged or decreed to be payable.

SECTION 2.03. Rights To Take Possession, Operate and Apply Revenues.

(a) If an Event of Default shall occur and be continuing, subject to the provisions of applicable law, Beneficiary may seek a judgment or decree conferring upon Beneficiary the right to immediate possession or requiring Grantor to deliver immediate possession of the Mortgaged Property to Beneficiary. Grantor will pay to Beneficiary, upon demand, all reasonable expenses of obtaining such judgment or decree, including reasonable compensation to Beneficiary's attorneys and agents with interest thereon at the highest rate chargeable under the Credit Agreement (the "Default Rate"); and all such expenses and compensation shall, until paid, be secured by this Deed of Trust.

(b) Upon every such entry or taking of possession, Beneficiary may, to the extent not prohibited by and subject to all applicable law, hold, store, use, operate, manage and control the Mortgaged Property, conduct the business thereof and, from time to time, in the exercise of its commercially reasonable judgment, (i) make all necessary and proper maintenance

and repairs thereto and thereon for the preservation of Beneficiary's security, (ii) insure or keep the Mortgaged Property insured, (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Grantor to the same extent as Grantor could in its own name or otherwise with respect to the same, or (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Beneficiary, all as may from time to time be directed or determined by Beneficiary to be in the best interest of the Mortgaged Property and Grantor hereby appoints Beneficiary as its true and lawful attorney-in-fact and agent, for Grantor and in its name, place and stead, in any and all capacities, to perform any of the foregoing acts. Beneficiary may collect and receive all the Rents, issues, profits and revenues from the Mortgaged Property, including those past due as well as those accruing thereafter, and, after deducting (A) all reasonable expenses of taking, holding, managing and operating the Mortgaged Property (including reasonable compensation for the services of all persons employed for such purposes), (B) the costs of all such permitted maintenance and repairs, (C) the costs of such insurance, (D) such taxes, assessments and other similar charges to the extent the same are due and payable, (E) other proper reasonable charges upon the Mortgaged Property or any part thereof which are reasonably incurred in the ordinary course and which are not otherwise limited or restricted herein, and (F) the reasonable compensation, expenses and disbursements of the attorneys and agents of Beneficiary to the extent related to the foregoing, Beneficiary shall apply the remainder of the moneys and proceeds so received first to the payment of Beneficiary for the satisfaction of the Secured Obligations, and second, if there is any surplus, to Grantor, subject to the entitlement of others thereto under applicable law.

SECTION 2.04. Right To Cure Grantor's Failure to Perform. Should Grantor fail in the payment, performance or observance of any term, covenant or condition required by this Deed of Trust or the Credit Agreement, beyond any applicable grace, notice and/or cure period, Beneficiary may pay, perform or observe the same, and all payments reasonably made or costs or expenses reasonably incurred by Beneficiary in connection therewith shall be secured hereby and shall be payable upon demand to Beneficiary with interest thereon at the Default Rate upon submission of an invoice therefor. Beneficiary shall be the judge of the necessity for any such actions and of the amounts to be paid. Beneficiary is hereby empowered to enter and to authorize others to enter upon the Premises or the Improvements or any part thereof (such persons to present proof of authorization upon request) during normal business hours upon reasonable prior notice to Grantor for the purpose of performing or observing any such defaulted term, covenant or condition, without having any obligation to so perform or observe and without thereby becoming liable to Grantor, to any person in possession holding under Grantor or to any other person, for failure to perform or observe, but without any release of liability for any acts actually performed or observed to the extent of Beneficiary's gross negligence or willful misconduct.

SECTION 2.05. Right to a Receiver. If an Event of Default shall occur and be continuing, Beneficiary, upon application to a court of competent jurisdiction, shall be entitled to seek the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the Rents. The receiver shall have all of the rights and powers permitted under the laws of the state wherein the Mortgaged Property is located consistent with the terms and provisions of this Deed of Trust. Grantor shall pay to Beneficiary upon demand all reasonable expenses, including reasonable receiver's fees, reasonable attorney's fees and disbursements, costs and agent's compensation incurred pursuant to the provisions of this

Section 2.05; and all such expenses shall be secured by this Deed of Trust and shall be payable upon demand to Beneficiary with interest thereon at the Default Rate upon submission of an invoice therefor.

SECTION 2.06.      Foreclosure and Sale.

(a) Foreclosure by Power of Sale. Should Beneficiary elect to foreclose by authorizing Trustee to exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee copies of this Deed of Trust and the Notes and such receipts and evidence of expenditures made and secured hereby as Trustee may require. Thereafter, and only in accordance with or as permitted by the Nebraska Trust Deeds Act:

(i) upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Grantor such notice of default and notice of sale and any other notice or document or instrument as then required by law or by this Deed of Trust. Trustee shall, without demand on Grantor, after such time as may then be required by law and after recordation and/or delivery of such notice of default, notice of sale and/or any other notice required by law, sell the Mortgaged Property at the time and place of sale fixed by it in such notice of sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as Trustee may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof a good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. Any person, including, without limitation, Beneficiary, may purchase at such sale. Grantor hereby covenants to warrant and defend the title of such purchaser or purchasers; and

(ii) after deducting all costs, fees and expenses of Trustee and those allowed or permitted by the Credit Agreement, including attorneys' fees and costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of (x) all sums expended under the terms hereof, not then repaid, (y) all other sums then secured hereby, and (z) the remainder, if any, to the person or persons legally entitled thereto; and

(iii) Trustee may in the manner provided by law postpone sale of all or any portion of the Mortgaged Property.

Beneficiary may also commence a civil action to foreclose this Deed of Trust judicially as a mortgage, or it may proceed and sell the Mortgaged Property to satisfy any Secured Obligation.

(b) The Mortgaged Property may be sold subject to unpaid taxes and Permitted Encumbrances, and, after deducting all costs, fees and expenses of Beneficiary (including costs of evidence of title in connection with the sale), Beneficiary or an officer that makes any sale shall apply the proceeds of sale in the manner set forth in Section 2.08.

(c) Any foreclosure or other sale of less than the whole of the Mortgaged Property or any defective or irregular sale made hereunder shall not exhaust the power of

foreclosure or of sale provided for herein; and subsequent sales may be made hereunder until the Secured Obligations have been satisfied, or the entirety of the Mortgaged Property has been sold.

(d) If an Event of Default shall occur and be continuing, Beneficiary may instead of, or in addition to, exercising the rights described in Section 2.06(a) above and either with or without entry or taking possession as herein permitted, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to specifically enforce payment of some or all of the Secured Obligations, or the performance of any term, covenant, condition or agreement of this Deed of Trust or any other Loan Document or any other right, or (ii) to pursue any other remedy available to Beneficiary, all as Beneficiary shall determine most effectual for such purposes.

**SECTION 2.07. Other Remedies.** (a) In case an Event of Default shall occur and be continuing, Beneficiary may also exercise any or all of the remedies available at law or in equity, including any remedies available to a secured party under the UCC.

(b) In connection with a sale of the Mortgaged Property or any Personal Property and the application of the proceeds of sale as provided in Section 2.08, Beneficiary shall be entitled to enforce payment of and to receive up to the principal amount of the Secured Obligations, plus all other charges, payments and costs due under this Deed of Trust, and to recover a deficiency judgment for any portion of the aggregate principal amount of the Secured Obligations remaining unpaid, with interest.

**SECTION 2.08. Application of Sale Proceeds and Rents.** Subject to the terms of the Credit Agreement, after any foreclosure sale of all or any of the Mortgaged Property, Beneficiary shall receive and apply the proceeds of the sale together with any Rents that may have been collected and any other sums that then may be held by Beneficiary under this Deed of Trust in accordance with the terms of the Credit Agreement.

Upon any sale of all or any of the Mortgaged Property by Beneficiary (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of Beneficiary or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of all or any of the Mortgaged Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to Beneficiary or such officer or be answerable in any way for the misapplication thereof.

**SECTION 2.09. Grantor as Tenant Holding Over.** If Grantor remains in possession of any of the Mortgaged Property after any foreclosure sale by Beneficiary, at Beneficiary's election Grantor shall be deemed a tenant holding over and shall forthwith surrender possession to the purchaser or purchasers at such sale or be summarily dispossessed or evicted according to provisions of law applicable to tenants holding over.

**SECTION 2.10. Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws.** Grantor waives, to the extent not prohibited by law, (i) the benefit of all laws now existing or that hereafter may be enacted (x) providing for any appraisal or valuation of any portion of the Mortgaged Property and/or (y) in any way extending the time for the enforcement or the collection of amounts due under any of the Secured Obligations or creating or

extending a period of redemption from any sale made in collecting said debt or any other amounts due to Beneficiary, (ii) any right to at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any homestead exemption, stay, statute of limitations, extension or redemption, or sale of the Mortgaged Property as separate tracts, units or estates or as a single parcel in the event of foreclosure or notice of deficiency, and (iii) all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of or each of the Secured Obligations and marshaling in the event of foreclosure of this Deed of Trust.

SECTION 2.11. Discontinuance of Proceedings. In case Beneficiary or Trustee shall proceed to enforce any right, power or remedy under this Deed of Trust by foreclosure, entry or otherwise, and such proceedings shall be discontinued or abandoned for any reason, or shall be determined adversely to Beneficiary or Trustee, then and in every such case Grantor and Beneficiary shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Beneficiary shall continue as if no such proceeding had been taken.

SECTION 2.12. Suits To Protect the Mortgaged Property. Beneficiary and Trustee shall each have the power (a) to institute and maintain suits and proceedings to prevent any impairment of the Mortgaged Property by any acts that may be unlawful or in violation of this Deed of Trust, (b) to preserve or protect its interest in the Mortgaged Property and in the Rents arising therefrom and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of or compliance with such enactment, rule or order would impair the security or be prejudicial to the interest of Beneficiary or Trustee hereunder.

SECTION 2.13. Filing Proofs of Claim. In case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Grantor, Beneficiary shall, to the extent permitted by law, be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings for the Secured Obligations secured by this Deed of Trust at the date of the institution of such proceedings and for any interest accrued, late charges and additional interest or other amounts due or that may become due and payable hereunder after such date.

SECTION 2.14. Possession by Beneficiary. Notwithstanding the appointment of any receiver, liquidator or trustee of Grantor, any of its property or the Mortgaged Property, Beneficiary shall be entitled, to the extent not prohibited by law, to remain in possession and control of all parts of the Mortgaged Property now or hereafter granted under this Deed of Trust to Beneficiary in accordance with the terms hereof and applicable law.

SECTION 2.15. Waiver.

(a) No delay or failure by Beneficiary to exercise any right, power or remedy accruing upon any breach or Event of Default shall exhaust or impair any such right, power or remedy or be construed to be a waiver of any such breach or Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to Beneficiary may be exercised from time to time and as often as may be deemed expedient by Beneficiary. No

consent or waiver by Beneficiary to or of any breach or Event of Default by Grantor in the performance of the Secured Obligations shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or of any other Secured Obligations by Grantor hereunder. No failure on the part of Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall constitute a waiver by Beneficiary of its rights hereunder or impair any rights, powers or remedies consequent on any future Event of Default by Grantor.

(b) Even if Beneficiary (i) grants some forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security for the payment of any sums secured hereby, (iii) waives or does not exercise some right granted herein or under the Loan Documents, (iv) releases a part of the Mortgaged Property from this Deed of Trust, (v) agrees to change some of the terms, covenants, conditions or agreements of any of the Loan Documents, (vi) consents to the filing of a map, plat or replat affecting the Premises, (vii) consents to the granting of an easement or other right affecting the Premises or (viii) makes or consents to an agreement subordinating Beneficiary's lien on the Mortgaged Property hereunder; no such act or omission shall preclude Beneficiary from exercising any other right, power or privilege herein granted or intended to be granted in the event of any breach or Event of Default then made or of any subsequent default not inconsistent with such other waivers, grants or other actions; nor, except as otherwise expressly provided in an instrument executed by Beneficiary, shall this Deed of Trust be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or part of the Mortgaged Property, Beneficiary is hereby authorized and empowered to deal with any vendee or transferee with reference to the Mortgaged Property secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings.

SECTION 2.16. Waiver of Trial by Jury. EACH OF GRANTOR, TRUSTEE AND BENEFICIARY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS DEED OF TRUST OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 2.17. Remedies Cumulative. No right, power or remedy conferred upon or reserved to Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, and each and every such right, power and remedy shall be cumulative and concurrent and in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

## ARTICLE III

### Miscellaneous

SECTION 3.01. Severability. Any provision of any Loan Document held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions thereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 3.02. Notices. All notices and communications hereunder shall be in writing and given to Grantor in accordance with the terms of the Credit Agreement at the address set forth on the first page of this Deed of Trust and to Beneficiary as provided in the Credit Agreement.

SECTION 3.03. Time of Essence. Time is of the essence of this Deed of Trust.

SECTION 3.04. GOVERNING LAW, SUBMISSION TO JURISDICTION. **THIS DEED OF TRUST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT NEBRASKA LAW NECESSARILY APPLIES BECAUSE THE PROPERTY IS LOCATED IN NEBRASKA.**

SECTION 3.05. Headings. The headings of sections and paragraphs in this Deed of Trust are for convenience or reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions.

SECTION 3.06. Counterparts. This Deed of Trust may be executed in any number of separate counterparts, each of which shall collectively and separately constitute one Deed of Trust.

SECTION 3.07. Successors and Assigns. All of the grants, covenants, terms, provisions and conditions herein shall run with the Premises and the Improvements and shall apply to, bind and inure to, the benefit of the permitted successors and assigns of Grantor and the successors and assigns of Beneficiary.

SECTION 3.08. Satisfaction and Cancellation. Upon the payment of all sums secured hereby and the performance and satisfaction of all obligations and other requirements thereto under the Credit Agreement, this Deed of Trust and the other Loan Documents, the Beneficiary shall release, without warranty, the Mortgaged Property from the lien of this Deed of Trust. Beneficiary shall execute any documents reasonably requested by Grantor to accomplish the foregoing or to accomplish any release contemplated by this Section 3.08 and Grantor will pay all costs and expenses, including reasonable attorneys' fees, disbursements and other charges, incurred by Beneficiary in connection with the preparation and execution of such documents.

SECTION 3.09. Definitions. As used in this Deed of Trust, the singular shall include the plural as the context requires and the following words and phrases shall have the



following meanings: (a) "including" shall mean "including but not limited to"; (b) "provisions" shall mean "provisions, terms, covenants and/or conditions"; (c) "lien" shall mean "lien, charge, encumbrance, security interest, mortgage or deed of trust"; (d) "obligation" shall mean "obligation, duty, covenant, condition and/or restriction"; and (e) "any of the Mortgaged Property" shall mean "the Mortgaged Property or any part thereof or interest therein". Any act that Beneficiary is permitted to perform hereunder may be performed at any time and from time to time by Beneficiary or any person or entity designated by Beneficiary. Any act that is prohibited to Grantor hereunder is also prohibited to all lessees of any of the Mortgaged Property. Each appointment of Beneficiary as attorney-in-fact for Grantor under this Deed of Trust is irrevocable, with power of substitution and coupled with an interest. Subject to the applicable provisions hereof, Beneficiary has the right to refuse to grant its consent, approval or acceptance or to indicate its satisfaction, in its sole discretion, whenever such consent, approval, acceptance or satisfaction is required hereunder.

SECTION 3.10. Multisite Real Estate Transaction. Grantor acknowledges that this Deed of Trust is one of a number of other Collateral Documents, including the Other Mortgages, that secure the Secured Obligations. Grantor agrees that the lien of this Deed of Trust shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Beneficiary, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by Beneficiary of any security for or guarantees of any of the Secured Obligations hereby secured, or by any failure, neglect or omission on the part of Beneficiary to realize upon or protect any Obligation or indebtedness hereby secured or any collateral security therefor including the Other Mortgages and other Collateral Documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Secured Obligations secured or of any of the collateral security therefor, including the Other Mortgages and other Collateral Documents or of any guarantee thereof, and Beneficiary may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Mortgages and other Collateral Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Beneficiary's rights and remedies under any or all of the Other Mortgages and other Collateral Documents shall not in any manner impair the indebtedness hereby secured or the lien of this Deed of Trust and any exercise of the rights or remedies of Beneficiary hereunder shall not impair the lien of any of the Other Mortgages and other Collateral Documents or any of Beneficiary's rights and remedies thereunder. Grantor specifically consents and agrees that Beneficiary may exercise its rights and remedies hereunder and under the Other Mortgages and other Collateral Documents separately or concurrently and in any order that it may deem appropriate and waives any rights of subrogation.

SECTION 3.11. No Oral Modification. This Deed of Trust may not be changed or terminated orally. Any agreement made by Grantor and Beneficiary after the date of this Deed of Trust relating to this Deed of Trust shall be superior to the rights of the holder of any intervening or subordinate Deed of Trust, lien or encumbrance.

## ARTICLE IV

SECTION 4.01. Compensation. Trustee waives any statutory fee and shall accept reasonable compensation from Beneficiary in lieu thereof for any services rendered by it in accordance with the terms hereof.

SECTION 4.02. Action In Accordance with Instructions. Upon receipt by Trustee of instructions from Beneficiary at any time or from time to time, Trustee shall give any notice or direction or exercise any right, remedy or power hereunder or in respect of any part or all of the Property as shall be specified in such instructions.

SECTION 4.03. Resignation. Trustee may resign at any time, and shall promptly deliver written notice of such resignation to Beneficiary ("Trustee's Notice"). Beneficiary shall provide any Trustee's Notice promptly to Grantor, but Beneficiary's failure to do so shall not constitute a default hereunder nor shall it render such Trustee's resignation ineffective.

SECTION 4.04. Employment of Agents. The Trustee, or any one acting in his stead, shall have, in his discretion, authority to employ all proper agents and attorneys in the execution of this trust or in the conducting of any sale made pursuant to the terms hereof, and to pay the documented cost of such services rendered out of the proceeds of the sale of the Property, should any be realized; and if no sale be made or if the proceeds of sale be insufficient to pay the same, then the Grantor hereby undertakes and agrees to pay the documented cost of such services rendered to the Trustee. The Trustee may rely on any document reasonably believed by him in good faith to be genuine. All money received by the Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and the Trustee shall not be liable for interest thereon.

SECTION 4.05. Indemnification of Trustee. If the Trustee shall be made a party to or shall intervene in any action or proceeding affecting the Property or the title thereto, or the interest of the Trustee or the Beneficiary under this Deed of Trust, the Trustee shall be reimbursed by Grantor, immediately upon demand, for all reasonable documented costs, charges and attorneys' fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the Property; provided, however, that Trustee shall not be entitled to indemnification for Trustee's gross negligence or willful misconduct.

SECTION 4.06. Perfection of Appointment. Should any deed, conveyance or instrument of any nature be required from Grantor by any successor Trustee to more fully and certainly vest in and confirm to such successor Trustee such estates, rights, powers and duties, then, upon request by such Trustee, all such deeds, conveyances and instruments shall be made, executed, acknowledged and delivered and shall be caused to be recorded and/or filed by Grantor.

## ARTICLE V

### Particular Provisions

This Deed of Trust is subject to the following provisions relating to the particular laws of the state wherein the Premises are located:

SECTION 5.01. Conflicts. In the event of any inconsistency between the terms and conditions of this Article V and the other terms and conditions of this Deed of Trust, the terms and conditions of this Article V shall control and be binding.

SECTION 5.03. Substitution of Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Grantor and recorded in the county in which the Mortgaged Property is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska, substitute a successor or successors to the Trustee named herein or acting hereunder.

SECTION 5.04. Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, Trustee shall reconvey to Grantor, or to 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.

SECTION 5.05. Request for Notice. Grantor hereby requests a copy of any notice of default and any notice of sale hereunder be mailed to Grantor at Grantor's address set forth on page 1 of this Deed of Trust. While hereby expressly reserving the priority of this Deed of Trust as established by law, Trustee and Beneficiary hereunder request that a copy of any notice of default and any notice of sale under any deed of trust recorded against the Mortgaged Property either prior to, or subsequent to the date this Deed of Trust is recorded be mailed to each at the addresses set forth on page 1 of this Deed of Trust.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, this Deed of Trust has been duly executed and delivered to Beneficiary by Grantor on the date of the acknowledgment attached hereto.

GILSA REAL ESTATE CO., LLC,  
a Nebraska limited liability company

By: LALA Branded Products, Inc., its sole member

By: William G. White  
Name: William G. White  
Title: Senior Vice President, Chief  
Financial and Information Technology  
Officer and Treasurer

**ACKNOWLEDGEMENT**

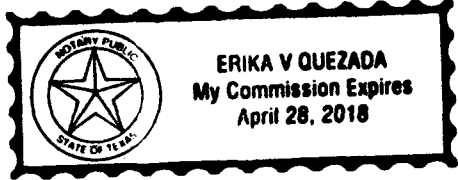
STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

On this 23<sup>rd</sup> day of February, 2015, before me, a Notary Public, the undersigned officer, personally appeared William G. White, who acknowledged himself to be the Senior Vice President, Chief Financial and Information Technology Officer and Treasurer of LALA Branded Products, Inc., the sole member of GILSA REAL ESTATE CO., LLC, a Nebraska limited liability company, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and year first above written.

My commission expires: April 28, 2018  
Prepared by:  
Jeffrey N Anderson  
Lathan + Watkins LLP  
330 N. Wabash Ave  
Ste. 2800  
Chicago, IL 60611

E. Quezada  
Notary Public in and for the State of Texas



[Signature Page to Nebraska Deed of Trust]

**EXHIBIT A  
TO DEED OF TRUST**

Description of the Land

Real property in the City of Omaha, County of Douglas, State of Nebraska, described as follows:

Parcel 1: Lot 2, Crown Industrial Park Replat 1, an Addition to the City of Omaha, in Douglas County, Nebraska.

Parcel 2: Non-exclusive easement for storm sewer and storm sewer construction, maintenance and use as set out in Deed, filed November 25, 1960, in Book 1104, Page 17, in the Office of the Register of Deeds of Douglas County, Nebraska.

Parcel 3: Non-exclusive easement for access as set out in Declaration of Access Easement, dated March 2, 2010, filed March 3, 2010, as Instrument No. 2010018622, in the Office of the Register of Deeds of Douglas County, Nebraska.

Parcel 4: Non-exclusive easement for detention basin access and maintenance as set out in Declaration of Drainage and Water Detention Easement, dated March 2, 2010, filed March 3, 2010, as Instrument No. 2010018623, in the Office of the Register of Deeds of Douglas County, Nebraska.