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CASS COUNTY, NE.

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REGISTER OF DEEDS
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PREPARED BY: ANTHONY D. TODERO, BAIRD HOLM LLP, 1700 FARNAM STREET, SUITE 1500,
OMAHA, NE 68102, 402-636-8355

RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO: BANK OF THE WEST,
ATTENTION: KAREN MANN, FRESNO DOCUMENTATION CENTER, 6873 N. WEST AVENUE,
SUITE 102, FRESNO, CALIFORNIA 93711

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

THIS DEED OF TRUST ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A
FIXTURE FILING UNDER THE UCC

SEE SECTION 11.11 FOR ADDRESS OF TRUSTOR, TRUSTEE, AND BENEFICIARY

This DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS,
AND FIXTURE FILING (this "**Deed of Trust**") is entered into as of August 2, 2016, by WILES BROS.,
INC., a/k/a WILES BROS. INC., a Nebraska corporation, as trustor ("**Trustor**"), to and in favor of
ANTHONY D. TODERO, a member of the Nebraska State Bar Association, as trustee ("**Trustee**"), for the
use and benefit of BANK OF THE WEST, a California banking corporation, as beneficiary ("**Bank**").

Bank has agreed to make loans, including a term loan in the original principal amount of
\$3,575,000, under the terms and conditions of the Amended and Restated Revolving Credit and Term
Loan Agreement dated as of July 25, 2016, by and among Trustor, Wiles Bros Fertilizer, Inc., a Nebraska
corporation, and Beneficiary (as amended, restated, or otherwise modified from time to time, the "**Loan
Agreement**"). Each capitalized term used in this Deed of Trust that is defined in the Loan Agreement
and not defined in this Deed of Trust will have the meaning specified in the Loan Agreement.

ARTICLE 1 – GRANT

To secure payment and performance of the Secured Obligations (defined herein), Trustor
irrevocably and unconditionally grants, transfers, conveys, and assigns to Trustee, in trust, **WITH POWER
OF SALE AND RIGHT OF ENTRY AND POSSESSION**, for the benefit and security of Bank, all of Trustor's
estate, right, title, and interest that Trustor now has or may later acquire in the following (individually and
collectively, the "**Property**"):

- (1) the real estate and any interest in the real estate legally described in EXHIBIT A attached hereto
and incorporated herein by this reference (the "**Land**");
- (2) buildings, structures, improvements, and fixtures now or hereafter erected on, affixed, or attached
to the Land, including all farm products storage and handling units and equipment, and fences,
gates, and loading chutes (collectively, the "**Improvements**");

- (3) to the extent not included within the definition of Improvements, (A) wells, irrigation, and drainage pumps, motors, pipes, windmills, frost protection equipment, center pivot irrigators, sprinklers, drip line and emitters, filters, water measurement meters and control structures and other watering and irrigation equipment; and (B) all other equipment now or hereafter affixed or installed in any manner on the Land or the Improvements or used in connection with the operation of the Property (other than rolling stock and implements customarily towed) (collectively, the "**Equipment**");
- (4) easements, rights-of-way, and other rights and entitlements appurtenant to the Land or used in connection with the Land or as a means of access thereto;
- (5) other tenements, hereditaments and appurtenances to the Land;
- (6) rights to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Land or Improvements or used in connection therewith: (A) water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights, drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies; (B) water and water inventory in storage; (C) rights under well, pump, and filter sharing agreements; and (D) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to drill, install, and maintain wells, pumps, and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store, or transfer water (collectively, the "**Water Rights**");
- (7) shares, and rights under such shares, of any private water company, mutual water company, or other non-governmental entity under which Trustor or the Property may receive water and any other certificated and uncertificated securities, securities entitlements, securities accounts, and commodities accounts;
- (8) coal, oil, gas, and other hydrocarbon substances, geothermal resources, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests, and other interests and estates in, under, or produced from the Land and other coal, oil, gas, geothermal, and mineral interests with which any of the foregoing interests or estates are pooled or unitized, and any other "as-extracted collateral";
- (9) timber now or hereafter standing on or cut from the Land;
- (10) leases, subleases, licenses, occupancy agreements, concessions, and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use, the Property (individually and collectively, the "**Leases**");
- (11) rents, income, revenues, issues, and profits of or from the Land, the Improvements, or the Leases;
- (12) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
- (13) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Land or Improvements; and
- (14) accessions, attachments, and other additions to, substitutes or replacements for, all proceeds and products of, the Property.

ARTICLE 2 – ASSIGNMENT OF RENTS

2.01 Absolute Assignment. Trustor irrevocably and unconditionally assigns to Bank (as an absolute assignment and not as an assignment for security only):

- (a) all of Trustor's right, title, and interest in, to, and under all Leases, including (i) all guarantees of and security for lessees' performance under all Leases and (ii) all amendments, extensions, renewals, or modifications to any Leases;
- (b) all rents, payments in lieu of rents, income, profit, payments, revenue, and all other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income, and other proceeds of the Property, whether now due, past due, or to become due, including all prepaid rents, security deposits, and other supporting obligations (collectively, the "**Rents**").

2.02 Grant of License. Bank grants Trustor a license to collect and retain the Rents as they become due and payable, if there is no Event of Default that continues beyond any applicable cure period (the "**License**"). If an Event of Default has occurred and is continuing beyond any applicable cure period, Bank may terminate the License without notice to or demand upon Trustor and without regard to the adequacy of Bank's security under this Deed of Trust.

2.03 Leases. Upon request, Trustor shall furnish Bank with executed copies of all Leases. In addition, all renewals of Leases and all proposed Leases shall provide for rental rates comparable to existing local market rates (taking into account reasonable free-rent periods or other promotional discounts consistent with local market conditions).

Collection and Application of Rents. Subject to the License granted to Trustor under Section 2.02, Bank has the right, power, and authority to collect and retain all Rents. Trustor hereby appoints Bank as Trustor's attorney-in-fact to perform all of the following acts, if and at the times when Bank, in its sole discretion, may so choose: (a) demand, receive, and enforce payment of all Rents; (b) give receipts, releases, and satisfactions for all Rents; or (c) sue either in the name of Trustor or in the name of Bank for any and all Rents.

Bank's right to the Rents does not depend on whether or not Bank takes possession of the Property as permitted under Section 8.02(a). In Bank's sole discretion, it may choose to collect Rents either with or without taking possession of the Property. If an Event of Default occurs while Bank is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Bank, Trustee, and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted herein and in Section 8.02(d).

2.04 Notice. All lessees under all Leases are hereby irrevocably authorized and notified by Trustor to rely upon and to comply with (and are fully protected in so doing) any notice or demand by Bank for the payment to Bank of Rents, or for the performance of any of lessees' undertakings under the Leases, and lessees shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. Subject to the License, Bank may notify any Person that the leases have been assigned to Bank and that all Rents are to be paid directly to Bank, whether or not Bank has commenced or completed foreclosure of or taken possession of the Property.

2.05 Proceeds. Bank may apply all amounts received by it pursuant to the assignment in Section 2.01 to pay any of the following in such amounts and in such order as Bank deems appropriate: (a) all Secured Obligations; (b) all expenses of leasing, operating, maintaining, and managing the Property, including the salaries, fees, commissions, and wages of a managing agent and such other employees, agents, or independent contractors as Bank deems necessary or desirable; (c) all taxes, charges, claims, assessments, any other liens, and premiums for all insurance Bank deems necessary or desirable; (d) the cost of all alterations, renovations, repairs, or replacements; and (e) all other expenses incident to taking and retaining possession of the Property.

2.06 Mineral Rights. Without limitation of the foregoing, Trustor irrevocably and unconditionally assigns and transfers to Bank all bonuses, delay rentals, royalties, production payments, and other sums payable or benefits accruing to Trustor under all oil, gas, coal, or other minerals leases now existing or hereafter entered into with respect to the Land. If there is no Event of Default that continues beyond any applicable cure period, all such sums may continue to be paid to Trustor. Upon an Event of Default that continues beyond any applicable cure period, Bank may demand and receive all such sums to apply to pay Secured Obligations, expenses of leasing, operating, maintaining, and managing the Property, taxes, charges, claims, assessments, any other liens, and premiums for insurance, in such amounts and in such order as Bank deems appropriate. Trustor has not and will not grant any consent required of the owner of the Property for mining or other surface disturbance on the Property by the terms of any patent, deed, statute, law, or otherwise, without the prior written consent of Bank. This Section 2.06 shall not obligate or require Bank to subordinate its interests under this Deed of Trust to any oil, gas, coal, or other mineral lease or agreement.

2.07 Wind Development Agreements. Without limitation of the foregoing, Trustor irrevocably and unconditionally assigns and transfers to Bank all bonuses, option payments, royalties, production payments, rents, payments, and other sums payable or benefits accruing to Trustor under all wind development agreements, easements, and leases now existing or hereafter entered into with respect to the Land. If there is no Event of Default that continues beyond any applicable cure period, all such sums may continue to be paid to Trustor. Upon an Event of Default that continues beyond any applicable cure period, Bank may demand and receive all such sums to apply to pay Secured Obligations, expenses of leasing, operating, maintaining, and managing the Property, taxes, charges, claims, assessments, any other liens, and premiums for insurance, in such amounts and in such order as Bank deems appropriate. Trustor has not and will not grant any consent required of the owner of the Property for wind development on the Property by the terms of any deed, statute, law, or otherwise, without the prior written consent of Bank. This Section 2.07 shall not obligate or require Bank to subordinate its interests under this Deed of Trust to any wind development agreement, easement, or lease.

2.08 Bank Not Responsible. Regardless of whether or not Bank, in person or by agent, takes actual possession of the Land and Improvements, Bank is not and will not be deemed to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of Trustor under any Lease; (c) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair, or control of the Property; or (d) liable in any manner for the Property or the use, occupancy, enjoyment, or operation of all or any part of it.

ARTICLE 3 – SECURITY AGREEMENT

3.01 Grant of Security Interest. This Deed of Trust constitutes a "security agreement" within the meaning of the Uniform Commercial Code in effect in the State of Nebraska, as amended from time to time (the "UCC"). Trustor grants Bank a security interest in and pledges and assigns to Bank all of Trustor's right, title, and interest in all Property to the extent it may be characterized as personal property (the "Personality"), including the Improvements, the Equipment, and the Water Rights. If an Event of Default has occurred and continues beyond any applicable cure period, Bank, in addition to any other rights and remedies that it may have, shall have and may exercise immediately and without demand, all rights and remedies granted to a secured party upon default under the UCC, including the right to take possession of the Personality or any part thereof, and to take such other measures as Bank may deem reasonably necessary or advisable for the care, protection, and preservation of the Personality. Trustor shall pay to Bank on demand all expenses, including attorneys' fees and expenses, incurred or paid by Bank in protecting its interest in the Personality and in enforcing its rights hereunder with respect to the Personality.

3.02 Financing Statements. Trustor authorizes Bank to prepare and file such financing statements and take such other action to perfect and continue Bank's security interest in the Personality. Trustor agrees to execute all documentation and take such other actions as may be requested by Bank for such purposes. In addition to recording this Deed of Trust in the real property records of Cass County,

Nebraska, Bank may, at any time and without further authorization from Trustor, file counterparts, copies, or reproductions of this Deed of Trust as financing statements. Trustor shall pay to Bank on demand all expenses, including attorneys' fees and expenses, incurred or paid by Bank in perfecting, continuing, and protecting its interest in the Personality and in enforcing its rights hereunder with respect to the Personality. Trustor agrees that the requirement of reasonable notice under the UCC shall be met if such notice is given at least 10 days before the time of the sale or disposition. The preceding sentence, however, shall not be construed to prohibit a shorter notice period, if commercially reasonable under the circumstances or otherwise permitted by the UCC.

3.03 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under the UCC, covering any Property which now is or later may become a fixture attached to the Land or any Improvement. For this purpose, the "debtor" is Trustor, the "Secured Party" is Bank, and the collateral is the Property.

ARTICLE 4 – SECURED OBLIGATIONS

4.01 Secured Obligations. This Deed of Trust is given to secure the prompt payment when due of the following (collectively, the "**Secured Obligations**"):

- (1) the Term Loan (defined in the Loan Agreement) in the original principal amount of \$3,575,000;
- (2) the Hedging Obligations (defined in the Loan Agreement);
- (3) all indebtedness, obligations, and liabilities of Trustor now or hereafter incurred or arising under this Deed of Trust; and
- (4) payment and performance of all modifications, amendments, extensions, and renewals of any of the Secured Obligations.

ARTICLE 5 – WARRANTY OF TITLE

5.01 Warranty of Title. Trustor warrants to Trustee and Bank that Trustor is lawfully seized and possessed of good, marketable, and indefeasible fee simple title to the Property, free and clear of all liens and encumbrances, other than those liens or encumbrances of record as of the date of this Deed of Trust or otherwise disclosed to Bank in writing on Schedule 5.02(b) of the Loan Agreement, and Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Trustee and Bank. Trustor warrants and will forever defend the title to the Property against the claims of all persons.

ARTICLE 6 – RIGHTS AND DUTIES OF THE PARTIES

6.01 Representations and Warranties. Trustor warrants this Deed of Trust creates a first and prior lien on Trustor's right, title, and interest in the Property, other than those liens or encumbrances of record as of the date of this Deed of Trust or disclosed to Bank in writing on Schedule 5.02(b) of the Loan Agreement, and Trustor owns any Personality free and clear of any security agreements, reservations of title, or conditional sales contracts, and there is no presently effective financing statement affecting such Personality on file in any public office, other than those liens or encumbrances disclosed to Bank in writing on Schedule 5.02(b) of the Loan Agreement.

6.02 Maintenance and Compliance with Laws. Trustor shall keep the Property in good condition and repair, and shall promptly perform all repairs, replacements, and maintenance necessary to preserve its value. Trustor shall promptly complete or restore, promptly and in good and workmanlike manner, any portion of the Property that may be damaged or destroyed, and shall pay, when due, all claims for labor performed and materials furnished on or to the Land or Improvements, and all other claims that could result in a lien on the Property or any part of it. Trustor shall not commit waste or permit impairment or

deterioration of the Property. Subject to Section 6.05, Trustor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Property, any part thereof or the use thereof, and shall comply with all covenants, conditions, and restrictions filed of record against the Land or the Improvements.

6.03 Taxes and Assessments. Subject to Section 6.05, Trustor shall pay prior to delinquency all taxes, levies, charges, and assessments imposed by any public or quasi-public authority or utility company that are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it.

6.04 Liens, Charges, and Encumbrances. Subject to Section 6.05, Trustor shall not create, incur, or suffer to exist any lien, charge, or encumbrance on the Property or any part of it that might or could be held to be superior or inferior to the lien of this Deed of Trust, other than current non-delinquent real estate taxes and assessments and any such lien, charge, or encumbrance consented to in writing by Bank, which consent shall not be unreasonably withheld. Trustor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property and registered, certified, or licensed surveyors, engineers, architects, or their professional consultants supplying professional services in connection with the Property.

6.05 Permitted Contests. Trustor shall not be required to (a) comply with any statute, law, rule, regulation, or ordinance referred to in Section 6.02, (b) pay any taxes or special assessments referred to in Section 6.03, or (c) discharge or remove any lien, charge, or encumbrance referred to in Section 6.04, if Trustor shall (i) contest, in good faith, the existence, the amount, or the validity thereof, the amount of damages caused thereby, or the extent of its liability therefor, by appropriate proceedings that shall operate during the pendency thereof to prevent (1) the collection of or other realization upon the tax, assessment, lien, charge, or encumbrance so contested, (2) the sale, forfeiture, or loss of the Property or any part of it, and (3) any interference with the use or occupancy of the Property or any part of it, and (ii) shall have posted a bond or furnished other security as may be reasonably required from time to time by Bank. Trustor shall give prompt written notice to Bank of the commencement of any contest referred to in this Section 6.05.

6.06 Maintenance of Insurance; Damage Proceeds. Trustor, at its sole cost and expense, will maintain or cause to be maintained insurance policies in such amounts and covering such risks as are usually carried by entities engaged in similar businesses and owning similar properties in the same general areas in which Trustor operates, provided that in any event Trustor will maintain workers' compensation insurance, property insurance, and comprehensive general liability insurance reasonably satisfactory to Bank (collectively, the "Policies") and provide Bank with a copy of all insurance reviews conducted by any insurance broker or agent. All Policies must be issued by companies approved by Bank and must be acceptable to Bank as to amounts, forms, risk coverages, deductibles, expiration dates, loss payable, and cancellation provisions. Each of the Policies shall contain such endorsements as Bank may require, provide that all proceeds be payable to Bank to the extent of its interest, and contain a provision that such insurance may not be cancelled by the issuer thereof without at least 10 days' advance written notice to Bank. If Trustor fails to keep any required coverage in effect while any of the Secured Obligations are outstanding, Bank may (but shall not be obligated to) procure the coverage at Trustor's expense. Trustor shall reimburse Bank, on demand, for all premiums advanced by Bank, which advances are considered to be additional loans to Trustor secured by this Deed of Trust.

Trustor hereby absolutely and irrevocably assigns to Bank, and authorizes the payor to pay to Bank: (i) all awards, claims, and causes of action, arising out of any warranty affecting all or any part of the Property, or for damage or injury to or decrease in value of all or part of the Property or any interest in it; (ii) all proceeds of any Policies payable because of loss sustained to all or part of the Property; and (iii) all interest that may accrue on any of the foregoing.

(a) Notice of Damage or Destruction; Adjusting Loss. If the Property or any part of it shall be damaged or destroyed by any casualty, Trustor will promptly give written notice thereof to the insurance carrier and Bank, and will not adjust any damage or loss that exceeds \$150,000 unless Bank shall have joined in such adjustment. But if there has been no adjustment of any such damage or loss within four

months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four-month period or at any time thereafter, Bank may alone make proof of loss, adjust and compromise any claim under the Policies, and appear in and prosecute any action arising from such Policies. In connection therewith, Trustor hereby irrevocably authorizes, empowers, and appoints Bank as Trustor's attorney-in-fact (which appointment is coupled with an interest) to do all of the foregoing in the name and on behalf of Trustor.

(b) Application of Insurance Proceeds. All sums in excess of \$150,000 paid under any Policies relating to all or any portion of the Property (hereinafter collectively referred to as "Proceeds") shall be paid to Bank which may, at its option (but subject to the provisions of this paragraph), apply them (after first deducting Bank's expenses referred to in Section 6.06(c) below) to the payment of the Secured Obligations, whether or not due and in such order of application as Bank may determine, or to the repair, replacement, rebuilding, or restoration of the Property, in such manner as Bank may determine. Notwithstanding the foregoing provisions of this paragraph, Bank shall make all Proceeds (after first deducting therefrom Bank's expenses referred to in Section 6.06(c) below) available to Trustor to reimburse it for its reasonable costs of restoration, repair, replacement, or rebuilding of the Improvements, in accordance with any procedures reasonably required by Bank (and shall not be applied toward the payment of the Secured Obligations until after restoration and repair of the Improvements) provided each of the following conditions shall be met:

(i) there shall at the time of the casualty and at all times thereafter have occurred no Event of Default or event which with notice, the passage of time, or both, could become an Event of Default;

(ii) Trustor shall notify Bank of Trustor's intention to perform such restoration or repair within 30 days of the adjusting of the loss or casualty;

(iii) Bank shall receive evidence reasonably satisfactory to Bank that the Improvements have been fully restored or that by application of the Proceeds will be fully restored to their condition prior to the damage or destruction (or as otherwise reasonably approved by Bank), free and clear of all liens other than the encumbrances approved by Bank, except as otherwise expressly permitted herein; and

(iv) if, in the reasonable judgment of Bank, the Proceeds shall be insufficient to restore the Improvements to their condition prior to the damage or destruction (or as otherwise reasonably approved by Bank), Trustor shall demonstrate to Bank the availability of funds that, together with the Proceeds, shall be sufficient to restore the Improvements to their condition prior to the damage or destruction (or as otherwise reasonably approved by Bank).

At Bank's option, any Proceeds remaining after reimbursing Trustor for the cost of restoring the Improvements shall be paid to Trustor.

(c) Reimbursement of Bank's Expenses. Trustor shall promptly reimburse Bank upon demand for all of Bank's expenses incurred in connection with the collection of the Proceeds, including reasonable attorneys' fees and expenses. All such expenses, together with interest from the date of demand for payment at the Default Rate, shall be additional amounts secured by this Deed of Trust.

6.07 Actions Affecting Property. Trustor shall appear in and contest any action or proceeding purporting to affect the Property or the rights or powers of Bank or Trustee hereunder. Should Trustor fail to make any payment or do any act in the manner provided in any of the Loan Documents, Bank or Trustee, each in their own discretion, without obligation to do so, after written notice to or demand upon Trustor, and

without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect their interest in and to the Property. Trustor shall, immediately upon demand therefor by Bank or Trustee, pay all costs and expenses incurred by Bank or Trustee in connection with the exercise by Bank or Trustee of the foregoing rights, including costs of evidence of title, court costs, appraisals, surveys, and attorneys' fees.

6.08 Site Visits, Observation, and Testing. Bank and its agents and representatives have the right to enter and visit the Property at any reasonable time for the purposes of observing or inspecting the Property, performing appraisals of the Property, and otherwise exercising any of Bank's rights with respect to the Property as set forth in this Deed of Trust.

6.09 Condemnation. Should the Property, any part of it, or any interest in it, be taken or damaged by reason of any public improvement or condemnation proceeding or in any other manner including a deed in lieu of condemnation, or should Trustor receive any notice or other information regarding any such proceeding, Trustor shall give prompt written notice thereof to Bank. Bank shall be entitled to all compensation, awards, and other payments or relief therefor not exceeding the amount then due or to be due under any of the Loan Documents. Bank shall be entitled, at its sole option, to commence, appear in, and prosecute in its own name any such action or proceedings. All such compensation, awards, damages, rights of action, and proceeds awarded to Trustor (not exceeding the amount then due to Bank under the Loan Documents) (the "**Condemnation Proceeds**") are hereby assigned to Bank, and Trustor shall execute such further assignments of the Condemnation Proceeds as Bank or Trustee may require.

6.10 Due on Sale and Due on Encumbrance. Trustor shall not, without Bank's prior written consent, (a) sell or transfer all or any part of the Property or any interest therein, without limitation, by an option to sell or a sale or transfer by deed, land contract, or contract for deed, or (b) encumber, pledge, or mortgage all or any part of the Property or any interest in it. In the event of a violation of the provisions of this Section 6.10, Bank may, at its option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

6.11 Further Assurances: Attorney-in-Fact. At any time, upon request of Bank, Trustor will make, execute, and deliver to Bank or to Bank's designee, and when requested by Bank, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Bank may deem appropriate, all such mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, affidavits, certificates, and other documents as may, in the sole opinion of Bank, be necessary or desirable in order to effectuate, complete, perfect, continue, preserve, or enforce the Obligations and the liens and security interests created by the Loan Documents as first and prior liens on the Property. Trustor shall reimburse Bank for all reasonable costs and expenses incurred in connection with the matters referred to in this Section 6.11. For purposes of taking such action or executing such documents, Trustor hereby irrevocably appoints Bank as Trustor's attorney-in-fact.

ARTICLE 7 – RIGHTS OF TRUSTEE AND BANK

7.01 Releases, Extensions, Modifications, and Additional Security. From time to time, Bank may perform any of the following acts without incurring any liability, impairing the security of this Deed of Trust, or giving notice to any Person: (i) release any Person liable for payment of any Secured Obligation; (ii) extend the time for payment or otherwise alter the terms of payment of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements, or any other instruments of security; or (iv) alter, substitute, or release any property securing the Secured Obligations.

7.02 Substitution of Trustee. From time to time, Bank may substitute a successor to any Trustee named in or acting under this Deed of Trust by a written instrument executed and acknowledged by Bank and recorded in the office of the recorder of the county where the Land and Improvements are situated. Any such instrument is conclusive proof of the proper substitution of the successor Trustee, who will automatically upon recordation of the instrument succeed to all estate, title, rights, powers, and duties of the predecessor Trustee.

7.03 Acts of Trustee. When requested to do so by Bank in writing, Trustee may perform any of the following acts without incurring any liability or giving notice to any Person: (i) consent to the making of any plat or map of the Property or any part of it; (ii) join in granting any easement or creating any restriction affecting the Property; or (iii) join in any subordination or other agreement affecting this Deed of Trust or the lien of it.

7.04 No Release. If either Bank or Trustee performs any act that it is empowered or authorized to perform under this Deed of Trust, including any act permitted by Section 7.01, Section 7.02, or Section 7.03, that act alone does not release or change the personal liability of any Person for the payment and performance of the Secured Obligations then outstanding, or the lien of this Deed of Trust on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations.

ARTICLE 8 – EVENTS OF DEFAULT; REMEDIES

8.01 Default. Each of the following shall constitute an event of default (an "Event of Default") under this Deed of Trust:

- (a) Any Event of Default, as such term is defined in the Loan Agreement;
- (b) Trustor shall fail to perform or observe any term, covenant, or agreement contained in this Deed of Trust on its part to be performed or observed, and any such failure shall remain unremedied for 30 days after written notice thereof shall have been given to Trustor by Bank. No Event of Default shall be deemed to exist, however, if within the 30-day period, Trustor shall have commenced appropriate action to remedy such failure and shall diligently and continuously pursue such action until such cure is completed, unless such cure is or cannot be completed within 30 days after written notice shall have been given; or

(c) This Deed of Trust or any other Collateral Document securing the Secured Obligations shall for any reason, except permitted by the terms thereof, cease to create a valid or perfected first priority lien on or security interest in any of the property purported to be covered thereby.

8.02 Remedies. Upon the occurrence of an Event of Default: interest may accrue on the Secured Obligations at the Default Rate; all of the Secured Obligations shall become immediately due and payable at the option of Bank, without further notice or demand; and, in addition, regardless of whether Bank exercises said option, it may exercise all rights and remedies available to a mortgagee or secured party at law or in equity, including the following:

- (a) Bank may enter upon, take immediate possession of, manage, and operate the Property or any part of it; make repairs and alterations and do any acts that Bank deems reasonably proper and necessary or advisable to protect the security hereof, including those granted Bank under the other Loan Documents; and either with or without taking possession, in its own name, sue for or otherwise collect and receive Rents, including those past due and unpaid, and apply the same, less costs and expenses of

BOTW/Miles (7174)
Deed of Trust

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operation and collection, including reasonable attorneys' fees and Bank's costs, upon the Secured Obligations and in such order as Bank may determine. Upon request of Bank, Trustor shall assemble and make available to Bank at the Land any of the Personality that has been removed from the Land. The entering upon and taking possession of the Property, the collection of any Rents, and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Bank's continuance in possession or receipt and application of Rents, Bank may exercise every right provided for in this Deed of Trust or by law after the occurrence of an Event of Default that continues beyond any applicable cure period. Any of the actions referred to in this paragraph may be taken by Bank at such time as it is so entitled without regard to the adequacy of any security for the Secured Obligations.

(b) Bank shall, without regard to the adequacy of any security for the Secured Obligations, be entitled to the immediate ex parte appointment of a receiver by any court having jurisdiction, without notice, to take possession of and protect the Property and operate the same and collect the Rents therefrom.

(c) Bank may elect to dispose, or cause Trustee to dispose, of any of the Personality in any manner now or hereafter permitted by Article 9 of the UCC or in accordance with any other remedy provided by law. Any such disposition may be either public or private as Trustee or Bank may so elect, subject to the provisions of the UCC. Trustee or Bank shall give Trustor at least 10 days' prior written notice of the time and place of any public sale or other disposition of such property or of the time at or after which any private sale or any other intended disposition is made. Trustor agrees that such 10-day notice constitutes reasonable notice of such sale.

(d) Bank may authorize Trustee to exercise the power of sale granted herein, and thereafter Trustee shall foreclose this Deed of Trust in accordance with the Nebraska Trust Deeds Act (as the same may be amended from time to time).

(e) This Deed of Trust shall be effective as a mortgage as well as a deed of trust and after an Event of Default that continues beyond any applicable cure period, Bank may elect to foreclose this Deed of Trust as to any of the Property in any manner permitted by the laws of the State of Nebraska, and any foreclosure suit may be brought by Trustee or by Bank.

Bank shall have the right to become the purchaser at any sale held by Trustee or by any receiver or public officer, and Bank shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Secured Obligations owing to Bank. Trustor has no right to purchase the Property or any portion thereof at any sale, but Trustor may cause any sale to be terminated by paying all Secured Obligations in full prior to such sale.

8.03 Application of Proceeds. The proceeds of any sale or disposition hereunder, together with any other sums that then may be held by Trustee or Bank under this Deed of Trust, whether under the provisions of this Section 8.03, or otherwise, to the fullest extent permitted by applicable law, shall be applied as follows: **FIRST**, to the expenses of such sale or disposition together with Trustee's fees and reasonable attorneys' fees and expenses, Bank's costs, and the actual cost of publishing, recording, mailing, and posting notice; **SECOND**, to the cost of any search or other evidence of title procured in connection therewith, if applicable, and recordation and transfer taxes and other charges, if any, on any release or deed of reconveyance; **THIRD**, to the payment of all Secured Obligations and all other sums due Bank from Trustor; **FOURTH**, to all other sums secured hereby; and the remainder, if any, to the Person or Persons legally entitled thereto in the order of their priority.

8.04 Remedies Not Exclusive. Trustee and Bank shall each be entitled to enforce payment and performance of any indebtedness or obligations secured by this Deed of Trust and to exercise all rights and powers under the Loan Documents, or under any other agreement or any laws now or hereafter in force, notwithstanding some or all of such indebtedness and obligations secured by this Deed of Trust 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, by court action or pursuant to the power of sale or other powers contained in this Deed of Trust, shall prejudice or in any manner affect Trustee's or Bank's right to realize upon or enforce any other security now or hereafter held by Bank or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy conferred upon or reserved to Trustee or Bank is intended to be exclusive of any other remedy in this Deed of Trust or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given in this Deed of Trust or now or hereafter existing at law, in equity, or by statute. Every power or remedy given to Trustee or Bank by the Loan Documents, or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Bank, and either of them may pursue inconsistent remedies. Nothing in this Deed of Trust shall be construed as prohibiting Bank from seeking a deficiency judgment against Trustor to the extent such action is permitted by law.

8.05 Waiver of Marshalling and Consent to Receiver. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself. Trustor hereby consents to Trustee's or Bank's application for, and the appointment of, a receiver, trustee, liquidator, or conservator of the Property, without notice to Trustor, without regard for the adequacy of the security for the Secured Obligations, and without regard for the solvency of Trustor.

ARTICLE 9 – COMPENSATION, EXCULPATION, INDEMNIFICATION

9.01 Compensation. Trustor agrees to: (a) pay the reasonable fees charged by Bank and Trustee for any services that Bank or Trustee may render in connection with this Deed of Trust, including Bank's providing a statement of the Secured Obligations or Trustee's execution of a reconveyance; (b) pay or reimburse all of Bank's and Trustee's reasonable costs and expenses incurred in rendering any such services; and (c) pay or reimburse Bank for all costs, expenses, and other advances reasonably incurred or made by Bank or Trustee in performing any of Trustor's obligations under this Deed of Trust or in any efforts to enforce any terms of this Deed of Trust, including any rights or remedies afforded to Bank or Trustee or both of them under Section 8.02, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this Deed of Trust, including reasonable attorneys' fees and other legal costs, costs of any foreclosure sale, and any cost of evidence of title. If Bank chooses to dispose of the Property through more than one foreclosure sale, Trustor shall pay all costs, expenses, or other advances that may be incurred or made by Trustee or Bank in each of those foreclosure sales.

9.02 Exculpation. Bank is not directly or indirectly liable to Trustor or any other Person as a consequence of: (a) Bank's exercise of or failure to exercise any rights, remedies, or powers granted to it in this Deed of Trust; (b) Bank's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; or (c) any loss sustained by Trustor or any third party resulting from Bank's failure to lease the Property, or from any other act or omission of Bank in managing the Property after an Event of Default, unless any loss, damage, or liability suffered by Trustor arising from any action of Bank under (a) through (c) above is caused by the willful misconduct or gross negligence of Bank.

EXCEPT AS EXPRESSLY STATED ABOVE, TRUSTOR HEREBY EXPRESSLY WAIVES AND RELEASES ALL LIABILITY OF THE TYPES DESCRIBED ABOVE. TRUSTOR AGREES THAT NO SUCH LIABILITY WILL BE ASSERTED AGAINST OR IMPOSED UPON BANK.

9.03 Indemnification. Except regarding actions identified under Section 9.02 arising from the willful misconduct or gross negligence of Bank, Trustor agrees to indemnify Trustee and Bank against, and hold them harmless from, all losses, damages, liabilities, claims, causes of action, judgments, court costs, reasonable attorneys' fees and other reasonable legal expenses, cost of evidence of title, cost of evidence of value, and other reasonable costs and expenses that either may suffer or incur: (a) in performing any act required or permitted by the Loan Documents or by law; (b) because of any failure of Trustor to perform any of the Secured Obligations; or (c) because of any alleged obligation of or undertaking by Bank to perform or discharge any of the representations, warranties, conditions, covenants, or other obligations in any document relating to the Property other than the Loan Documents.

THIS AGREEMENT BY TRUSTOR TO INDEMNIFY TRUSTEE AND BANK SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE OR RECONVEYANCE OF THIS DEED OF TRUST.

Trustor shall pay all obligations to pay money arising under this Article 9 immediately upon demand by Trustee or Bank. Each such obligation shall be added to, and considered to be part of, the Secured Obligations, and shall bear interest from the date the obligation arises at the Default Rate.

9.04 ENVIRONMENTAL INDEMNIFICATION. TRUSTOR HEREBY AGREES, AT ITS SOLE COST AND EXPENSE, TO UNCONDITIONALLY INDEMNIFY, DEFEND, AND HOLD TRUSTEE, BANK, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, DAMAGE (WHETHER DIRECT OR CONSEQUENTIAL), EXPENSES, CLAIMS, PENALTIES, FINES, INJUNCTIONS, SUITS, PROCEEDINGS, DISBURSEMENTS, OR EXPENSES (INCLUDING ATTORNEYS' AND EXPERTS' FEES AND COURT COSTS) (COLLECTIVELY, THE "LIABILITIES") ARISING UNDER ANY HAZARDOUS SUBSTANCE LAW OR ANY OTHER LIABILITIES, IF ANY, WHICH MAY BE INCURRED BY OR ASSERTED AGAINST TRUSTEE OR BANK OR BOTH DIRECTLY OR INDIRECTLY RESULTING FROM THE RELEASE OF A HAZARDOUS SUBSTANCE ON THE PROPERTY IN MATERIAL VIOLATION OF ANY HAZARDOUS SUBSTANCE LAW, WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF TRUSTEE OR BANK OR INDIVIDUALS OR ENTITIES ACTING AS THE AGENTS OR EMPLOYEES OF TRUSTEE OR BANK. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY SET FORTH IN THIS SECTION 9.04, HOWEVER, SUCH INDEMNITY SHALL NOT APPLY TO MATTERS CAUSED BY OR ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BANK OR ANY OF ITS AGENTS, OR TO LIABILITIES, OBLIGATIONS, CLAIMS, DAMAGES, PENALTIES, CAUSES OF ACTION, COSTS, AND EXPENSES BASED SOLELY ON FACTS OR CIRCUMSTANCES OCCURRING ONLY SUBSEQUENT TO SUCH TIME, IF ANY, WHICH BANK SHALL BECOME THE OWNER OF THE PROPERTY BY WAY OF FORECLOSURE OF THE LIEN OF THIS DEED OF TRUST, DEED IN LIEU OF SUCH FORECLOSURE, OR OTHERWISE. FOR PURPOSES OF THIS AGREEMENT, THE FOLLOWING TERMS SHALL MEAN AS FOLLOWS:

- (A) "ENVIRONMENT" MEANS ANY SURFACE OR SUBSURFACE WATER, WATER VAPOR, SURFACE OR SUBSURFACE LAND, AIR, FISH, WILDLIFE, MICROORGANISMS, AND ALL OTHER NATURAL RESOURCES.
- (B) "HAZARDOUS SUBSTANCE" MEANS AND INCLUDES POLYCHLORINATED BIPHENYLS, ANY EXPLOSIVES, RADIOACTIVE MATERIALS, CHEMICALS KNOWN

OR SUSPECTED TO CAUSE CANCER OR REPRODUCTIVE TOXICITY, POLLUTANTS, EFFLUENTS, CONTAMINANTS, EMISSIONS, INFECTIOUS WASTES, ANY PETROLEUM OR PETROLEUM-DERIVED WASTE OR PRODUCT OR RELATED MATERIALS, AND ANY ITEMS DEFINED AS HAZARDOUS, SPECIAL, OR TOXIC MATERIALS, SUBSTANCES, OR WASTE UNDER ANY HAZARDOUS SUBSTANCE LAW, OR ANY MATERIAL THAT SHALL BE REMOVED FROM THE PROPERTY UNDER ANY ADMINISTRATIVE ORDER OR ENFORCEMENT PROCEEDING OR IN ORDER TO PLACE THE PROPERTY IN A CONDITION THAT IS SUITABLE FOR ORDINARY USE.

- (C) "HAZARDOUS SUBSTANCE LAWS" COLLECTIVELY MEAN AND INCLUDE ANY PRESENT AND FUTURE LOCAL, STATE, FEDERAL, OR INTERNATIONAL LAW OR TREATY RELATING TO PUBLIC HEALTH, SAFETY, OR THE ENVIRONMENT, INCLUDING THE RESOURCE CONSERVATION AND RECOVERY ACT, AS AMENDED ("RCRA"), 42 U.S.C. § 6901 ET SEQ., THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), 42 U.S.C. § 9601 ET SEQ., AS AMENDED BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 ("SARA"), THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., THE CLEAN AIR ACT, AS AMENDED 42 U.S.C. § 7401 ET SEQ., THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ., THE SAFE DRINKING WATER ACT, 42 U.S.C. § 300F ET SEQ., THE URANIUM MILL TAILINGS RADIATION CONTROL ACT, 42 U.S.C. § 7901 ET SEQ., THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 655 ET SEQ., THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT, 7 U.S.C. § 136 ET SEQ., THE NATIONAL ENVIRONMENTAL POLICY ACT, 42 U.S.C. § 4321 ET SEQ., THE NOISE CONTROL ACT, 42 U.S.C. § 4901 ET SEQ., AND THE EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT, 42 U.S.C. § 11001 ET SEQ., AND THE AMENDMENTS, REGULATIONS, ORDERS, DECREES, PERMITS, LICENSES, OR DEED RESTRICTIONS NOW OR HEREAFTER PROMULGATED UNDER ANY OF THEM.

- (D) "RELEASE" MEANS ANY DISCHARGING, DISPOSING, EMITTING, LEAKING, PUMPING, POURING, EMPTYING, INJECTING, ESCAPING, LEACHING, DUMPING, OR SPILLING INTO THE ENVIRONMENT (INCLUDING THE ABANDONMENT OR DISCARDING OF BARRELS, CONTAINERS, AND OTHER CLOSED RECEPTACLES).

ARTICLE 10 – RELEASE AND CONVEYANCE

When all of the Secured Obligations have been paid and performed in full, Trustor shall request Bank in writing to reconvey the Property. When Trustee receives Bank's written request for reconveyance and all fees and other sums owing to it by Trustor under Section 9.01, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the Person or Persons legally entitled to it. Neither Bank nor Trustee have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

ARTICLE 11 – MISCELLANEOUS

11.01 Defined Terms. This Deed of Trust and the other Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Deed of Trust.

BOTW/Wiles (7174)
Deed of Trust

DOCS/1565761.9

11.02 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any of its terms or provisions. The word "**include(s)**" means "include(s), without limitation", and the word "**including**" means "including but not limited to". No listing of specific instances, items, or matters in any way limits the scope or generality of any language of this Deed of Trust.

11.03 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Bank may, at its option, declare all Secured Obligations immediately due and payable.

11.04 Successors in Interest. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, and their personal or legal representatives, successors, and assigns. This Section 11.04, however, does not waive the provisions of Section 6.10.

11.05 Joint and Several Liability. If more than one Person comprises Trustor, all obligations of Trustor hereunder shall be joint and several.

11.06 Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

11.07 Applicable Law. This Deed of Trust shall be governed by Nebraska law without regard to any principles of conflicts of law.

11.08 No Waiver or Cure. Each waiver by Trustor, Bank, or Trustee must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Trustor, Bank, or Trustee to take action on account of any default of another party. Consent by Trustor, Bank, or Trustee to any act or omission by another party must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Trustor's, Bank's, or Trustee's consent (as and if applicable) to be obtained in any future or other instance.

11.09 Merger. No merger occurs as a result of Bank's acquiring any other estate in or any other lien on the Property unless Bank consents to a merger in writing.

11.10 Request for Notice. Trustor hereby requests a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at its address set forth in Section 11.11 of this Deed of Trust. Although hereby expressly reserving the priority of this Deed of Trust as established by law, Trustee and Bank hereunder request that a copy of any notice of default and any notice of sale under any deed of trust recorded against the Property, either prior to or subsequent to the date this Deed of Trust is recorded, be mailed to each at the addresses set forth in Section 11.11 of this Deed of Trust.

11.11 Notices. All notices, certificates, requests, demands, and other communications provided for hereunder shall be in writing and shall be mailed, faxed, or delivered to the address or facsimile number set forth in this Section 11.11. All such communications shall be deemed to be given or made as set forth in the Loan Agreement.

Address for Notices to Trustor:

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BOTW/Wiles (7174)
Deed of Trust

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WILES BROS., INC.
606 Wiles Road
Plattsmouth, Nebraska 68048
Attn: Marvin Wiles

Address for Notices to Trustee:
Anthony D. Todero
Baird Holm LLP
1700 Farnam Street, Suite 1500
Omaha, Nebraska 68102

Address for Notices to Bank:
Bank of the West
Attn: Brock Thorberg
8033 South 15th St., Ste. C
Lincoln, Nebraska 68512

[NO FURTHER TEXT ON THIS PAGE]

[SIGNATURE PAGE TO DEED OF TRUST]

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

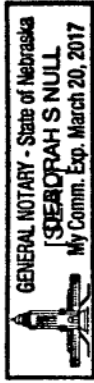
TRUSTOR:

WILES BROS., INC., a/k/a WILES BROS. INC.,
a Nebraska corporation

By: *Marvin Wiles*
Marvin Wiles, President

STATE OF NEBRASKA
COUNTY OF Cass, SS.

The foregoing instrument was acknowledged before me this 16th day of August, 2016, by Marvin Wiles, President of WILES BROS., INC., a/k/a WILES BROS. INC., a Nebraska corporation, on behalf of the corporation.



Deborah S. Hull
Signature of person taking Acknowledgment
General Notary
Title or Rank

Serial Number, if any

My Commission Expires: 3-20-17

EXHIBIT "A"

Property Description

Cass County, Nebraska

Parcel 1:

Lot 6 in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), in Section 26, Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska.

Parcel 2:

Lot 3 in the Northeast Quarter of the Northeast Quarter of Section 26, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.

Parcel 3:

Lot 1 in the Northeast Quarter of the Northeast Quarter of Section 26, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska, except highway.

Parcel 4:

The Southwest Quarter of the Southeast Quarter, lying South of the railroad right of way, in Section 23, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.

Parcel 5:

Lot 11 in the Southeast Quarter of the Southeast Quarter of Section 23, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.

Parcel 6:

Lot 12 located in the Southeast Quarter of the Southeast Quarter of Section 23, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska, Except highway.

Parcel 7:

Lots 9 and 10 in the Northeast Quarter of the Southeast Quarter, lying North of the railroad right of way, in Section 23, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.

Parcel 8:

Sublot 1 of Lot 9 in the Northeast Quarter of the Southeast Quarter of Section 23, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.

Parcel 9:

That part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska, lying west of highway.

Parcel 10:

That part of Lot 14, lying east of the Missouri Pacific Railroad located in the Southeast Quarter of the Northeast Quarter of Section 23, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.

Parcel 11:

Tax Lot 72 in the West Half of the Northwest Quarter of Section 24, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.

FILED
CASS COUNTY, NE.

2016 Aug 16 AM 11:55
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REGISTER OF DEEDS
#04260 \$112.00

PREPARED BY: ANTHONY D. TODERO, BAIRD HOLM LLP, 1700 FARNAM STREET, SUITE 1500,
OMAHA, NE 68102, 402-636-8355

RECORDING REQUESTED BY, AND WHEN RECORDED RETURN TO: BANK OF THE WEST,
ATTENTION: KAREN MANN, FRESNO DOCUMENTATION CENTER, 6873 N. WEST AVENUE,
SUITE 102, FRESNO, CALIFORNIA 93711

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

THIS DEED OF TRUST ALSO CONSTITUTES A FINANCING STATEMENT FILED AS A
FIXTURE FILING UNDER THE UCC

SEE SECTION 11.11 FOR ADDRESS OF TRUSTOR, TRUSTEE, AND BENEFICIARY

This DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS,
AND FIXTURE FILING (this "**Deed of Trust**") is entered into as of August 2, 2016, by WILES BROS.,
INC., a/k/a WILES BROS. INC., a Nebraska corporation, as trustor ("**Trustor**"), to and in favor of
ANTHONY D. TODERO, a member of the Nebraska State Bar Association, as trustee ("**Trustee**"), for the
use and benefit of BANK OF THE WEST, a California banking corporation, as beneficiary ("**Bank**").

Bank has agreed to make loans, including a term loan in the original principal amount of
\$3,575,000, under the terms and conditions of the Amended and Restated Revolving Credit and Term
Loan Agreement dated as of July 25, 2016, by and among Trustor, Wiles Bros Fertilizer, Inc., a Nebraska
corporation, and Beneficiary (as amended, restated, or otherwise modified from time to time, the "**Loan
Agreement**"). Each capitalized term used in this Deed of Trust that is defined in the Loan Agreement
and not defined in this Deed of Trust will have the meaning specified in the Loan Agreement.

ARTICLE 1 – GRANT

To secure payment and performance of the Secured Obligations (defined herein), Trustor
irrevocably and unconditionally grants, transfers, conveys, and assigns to Trustee, in trust, **WITH POWER
OF SALE AND RIGHT OF ENTRY AND POSSESSION**, for the benefit and security of Bank, all of Trustor's
estate, right, title, and interest that Trustor now has or may later acquire in the following (individually and
collectively, the "**Property**");

- (1) the real estate and any interest in the real estate legally described in EXHIBIT A attached hereto
and incorporated herein by this reference (the "**Land**");
- (2) buildings, structures, improvements, and fixtures now or hereafter erected on, affixed, or attached
to the Land, including all farm products storage and handling units and equipment, and fences,
gates, and loading chutes (collectively, the "**Improvements**");

- (3) to the extent not included within the definition of Improvements, (A) wells, irrigation, and drainage pumps, motors, pipes, windmills, frost protection equipment, center pivot irrigators, sprinklers, drip line and emitters, filters, water measurement meters and control structures and other watering and irrigation equipment; and (B) all other equipment now or hereafter affixed or installed in any manner on the Land or the Improvements or used in connection with the operation of the Property (other than rolling stock and implements customarily towed) (collectively, the "**Equipment**");
- (4) easements, rights-of-way, and other rights and entitlements appurtenant to the Land or used in connection with the Land or as a means of access thereto;
- (5) other tenements, hereditaments and appurtenances to the Land;
- (6) rights to the use and enjoyment of water, whether surface or subsurface, whether riparian, appropriative, prescriptive or otherwise, and whether or not appurtenant, now or hereafter relating or available to the Land or Improvements or used in connection therewith: (A) water allocations, water banking rights or interests, carryover rights, supplemental water, storage and exchange rights, drainage rights, distribution rights, storage rights, delivery rights, and other water-related rights or entitlements, whether available through any public or private irrigation projects, companies, districts, agencies or otherwise, together with all shares of stock evidencing any such rights or entitlements, and all voting rights and other rights and privileges that now or hereafter may exist with respect to such stock or with respect to participation, membership, or other involvement in any such projects, companies, districts, or agencies; (B) water and water inventory in storage; (C) rights under well, pump, and filter sharing agreements; and (D) all easements, permits, licenses, leases, contracts, grants, reservations and any other rights and entitlements, however created, to drill, install, and maintain wells, pumps, and pipeline systems, or to use, appropriate, pump, extract, receive, transport, store, or transfer water (collectively, the "**Water Rights**");
- (7) shares, and rights under such shares, of any private water company, mutual water company, or other non-governmental entity under which Trustor or the Property may receive water and any other certificated and uncertificated securities, securities entitlements, securities accounts, and commodities accounts;
- (8) coal, oil, gas, and other hydrocarbon substances, geothermal resources, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests, and other interests and estates in, under, or produced from the Land and other coal, oil, gas, geothermal, and mineral interests with which any of the foregoing interests or estates are pooled or unitized, and any other "as-extracted collateral";
- (9) timber now or hereafter standing on or cut from the Land;
- (10) leases, subleases, licenses, occupancy agreements, concessions, and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use, the Property (individually and collectively, the "**Leases**");
- (11) rents, income, revenues, issues, and profits of or from the Land, the Improvements, or the Leases;
- (12) proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
- (13) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Land or Improvements; and
- (14) accessions, attachments, and other additions to, substitutes or replacements for, all proceeds and products of, the Property.

ARTICLE 2 – ASSIGNMENT OF RENTS

2.01 Absolute Assignment. Trustor irrevocably and unconditionally assigns to Bank (as an absolute assignment and not as an assignment for security only):

(a) all of Trustor's right, title, and interest in, to, and under all Leases, including (i) all guarantees of and security for lessees' performance under all Leases and (ii) all amendments, extensions, renewals, or modifications to any Leases;

(b) all rents, payments in lieu of rents, income, profit, payments, revenue, and all other benefits derived from the Leases, and all other issues, profits, royalties, bonuses, income, and other proceeds of the Property, whether now due, past due, or to become due, including all prepaid rents, security deposits, and other supporting obligations (collectively, the "**Rents**").

2.02 Grant of License. Bank grants Trustor a license to collect and retain the Rents as they become due and payable, if there is no Event of Default that continues beyond any applicable cure period (the "**License**"). If an Event of Default has occurred and is continuing beyond any applicable cure period, Bank may terminate the License without notice to or demand upon Trustor and without regard to the adequacy of Bank's security under this Deed of Trust.

2.03 Leases. Upon request, Trustor shall furnish Bank with executed copies of all Leases. In addition, all renewals of Leases and all proposed Leases shall provide for rental rates comparable to existing local market rates (taking into account reasonable free-rent periods or other promotional discounts consistent with local market conditions).

Collection and Application of Rents. Subject to the License granted to Trustor under Section 2.02, Bank has the right, power, and authority to collect and retain all Rents. Trustor hereby appoints Bank as Trustor's attorney-in-fact to perform all of the following acts, if and at the times when Bank, in its sole discretion, may so choose: (a) demand, receive, and enforce payment of all Rents; (b) give receipts, releases, and satisfactions for all Rents; or (c) sue either in the name of Trustor or in the name of Bank for any and all Rents.

Bank's right to the Rents does not depend on whether or not Bank takes possession of the Property as permitted under Section 8.02(a). In Bank's sole discretion, it may choose to collect Rents either with or without taking possession of the Property. If an Event of Default occurs while Bank is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Bank, Trustee, and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity, including the right to exercise the power of sale granted herein and in Section 8.02(d).

2.04 Notice. All lessees under all Leases are hereby irrevocably authorized and notified by Trustor to rely upon and to comply with (and are fully protected in so doing) any notice or demand by Bank for the payment to Bank of Rents, or for the performance of any of lessees' undertakings under the Leases, and lessees shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing hereunder. Subject to the License, Bank may notify any Person that the leases have been assigned to Bank and that all Rents are to be paid directly to Bank, whether or not Bank has commenced or completed foreclosure of or taken possession of the Property.

2.05 Proceeds. Bank may apply all amounts received by it pursuant to the assignment in Section 2.01 to pay any of the following in such amounts and in such order as Bank deems appropriate: (a) all Secured Obligations; (b) all expenses of leasing, operating, maintaining, and managing the Property, including the salaries, fees, commissions, and wages of a managing agent and such other employees, agents, or independent contractors as Bank deems necessary or desirable; (c) all taxes, charges, claims, assessments, any other liens, and premiums for all insurance Bank deems necessary or desirable; (d) the cost of all alterations, renovations, repairs, or replacements; and (e) all other expenses incident to taking and retaining possession of the Property.

2.06 Mineral Rights. Without limitation of the foregoing, Trustor irrevocably and unconditionally assigns and transfers to Bank all bonuses, delay rentals, royalties, production payments, and other sums payable or benefits accruing to Trustor under all oil, gas, coal, or other minerals leases now existing or hereafter entered into with respect to the Land. If there is no Event of Default that continues beyond any applicable cure period, all such sums may continue to be paid to Trustor. Upon an Event of Default that continues beyond any applicable cure period, Bank may demand and receive all such sums to apply to pay Secured Obligations, expenses of leasing, operating, maintaining, and managing the Property, taxes, charges, claims, assessments, any other liens, and premiums for insurance, in such amounts and in such order as Bank deems appropriate. Trustor has not and will not grant any consent required of the owner of the Property for mining or other surface disturbance on the Property by the terms of any patent, deed, statute, law, or otherwise, without the prior written consent of Bank. This Section 2.06 shall not obligate or require Bank to subordinate its interests under this Deed of Trust to any oil, gas, coal, or other mineral lease or agreement.

2.07 Wind Development Agreements. Without limitation of the foregoing, Trustor irrevocably and unconditionally assigns and transfers to Bank all bonuses, option payments, royalties, production payments, rents, payments, and other sums payable or benefits accruing to Trustor under all wind development agreements, easements, and leases now existing or hereafter entered into with respect to the Land. If there is no Event of Default that continues beyond any applicable cure period, all such sums may continue to be paid to Trustor. Upon an Event of Default that continues beyond any applicable cure period, Bank may demand and receive all such sums to apply to pay Secured Obligations, expenses of leasing, operating, maintaining, and managing the Property, taxes, charges, claims, assessments, any other liens, and premiums for insurance, in such amounts and in such order as Bank deems appropriate. Trustor has not and will not grant any consent required of the owner of the Property for wind development on the Property by the terms of any deed, statute, law, or otherwise, without the prior written consent of Bank. This Section 2.07 shall not obligate or require Bank to subordinate its interests under this Deed of Trust to any wind development agreement, easement, or lease.

2.08 Bank Not Responsible. Regardless of whether or not Bank, in person or by agent, takes actual possession of the Land and Improvements, Bank is not and will not be deemed to be: (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of Trustor under any Lease; (c) responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair, or control of the Property; or (d) liable in any manner for the Property or the use, occupancy, enjoyment, or operation of all or any part of it.

ARTICLE 3 – SECURITY AGREEMENT

3.01 Grant of Security Interest. This Deed of Trust constitutes a "security agreement" within the meaning of the Uniform Commercial Code in effect in the State of Nebraska, as amended from time to time (the "UCC"). Trustor grants Bank a security interest in and pledges and assigns to Bank all of Trustor's right, title, and interest in all Property to the extent it may be characterized as personal property (the "Personality"), including the Improvements, the Equipment, and the Water Rights. If an Event of Default has occurred and continues beyond any applicable cure period, Bank, in addition to any other rights and remedies that it may have, shall have and may exercise immediately and without demand, all rights and remedies granted to a secured party upon default under the UCC, including the right to take possession of the Personality or any part thereof, and to take such other measures as Bank may deem reasonably necessary or advisable for the care, protection, and preservation of the Personality. Trustor shall pay to Bank on demand all expenses, including attorneys' fees and expenses, incurred or paid by Bank in protecting its interest in the Personality and in enforcing its rights hereunder with respect to the Personality.

3.02 Financing Statements. Trustor authorizes Bank to prepare and file such financing statements and take such other action to perfect and continue Bank's security interest in the Personality. Trustor agrees to execute all documentation and take such other actions as may be requested by Bank for such purposes. In addition to recording this Deed of Trust in the real property records of Cass County,

Nebraska, Bank may, at any time and without further authorization from Trustor, file counterparts, copies, or reproductions of this Deed of Trust as financing statements. Trustor shall pay to Bank on demand all expenses, including attorneys' fees and expenses, incurred or paid by Bank in perfecting, continuing, and protecting its interest in the Personality and in enforcing its rights hereunder with respect to the Personality. Trustor agrees that the requirement of reasonable notice under the UCC shall be met if such notice is given at least 10 days before the time of the sale or disposition. The preceding sentence, however, shall not be construed to prohibit a shorter notice period, if commercially reasonable under the circumstances or otherwise permitted by the UCC.

3.03 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under the UCC, covering any Property which now is or later may become a fixture attached to the Land or any Improvement. For this purpose, the "debtor" is Trustor, the "Secured Party" is Bank, and the collateral is the Property.

ARTICLE 4 – SECURED OBLIGATIONS

4.01 Secured Obligations. This Deed of Trust is given to secure the prompt payment when due of the following (collectively, the "**Secured Obligations**"):

- (1) the Term Loan (defined in the Loan Agreement) in the original principal amount of \$3,575,000;
- (2) the Hedging Obligations (defined in the Loan Agreement);
- (3) all indebtedness, obligations, and liabilities of Trustor now or hereafter incurred or arising under this Deed of Trust; and
- (4) payment and performance of all modifications, amendments, extensions, and renewals of any of the Secured Obligations.

ARTICLE 5 – WARRANTY OF TITLE

5.01 Warranty of Title. Trustor warrants to Trustee and Bank that Trustor is lawfully seized and possessed of good, marketable, and indefeasible fee simple title to the Property, free and clear of all liens and encumbrances, other than those liens or encumbrances of record as of the date of this Deed of Trust or otherwise disclosed to Bank in writing on Schedule 5.02(b) of the Loan Agreement, and Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Trustee and Bank. Trustor warrants and will forever defend the title to the Property against the claims of all persons.

ARTICLE 6 – RIGHTS AND DUTIES OF THE PARTIES

6.01 Representations and Warranties. Trustor warrants this Deed of Trust creates a first and prior lien on Trustor's right, title, and interest in the Property, other than those liens or encumbrances of record as of the date of this Deed of Trust or disclosed to Bank in writing on Schedule 5.02(b) of the Loan Agreement, and Trustor owns any Personality free and clear of any security agreements, reservations of title, or conditional sales contracts, and there is no presently effective financing statement affecting such Personality on file in any public office, other than those liens or encumbrances disclosed to Bank in writing on Schedule 5.02(b) of the Loan Agreement.

6.02 Maintenance and Compliance with Laws. Trustor shall keep the Property in good condition and repair, and shall promptly perform all repairs, replacements, and maintenance necessary to preserve its value. Trustor shall promptly complete or restore, promptly and in good and workmanlike manner, any portion of the Property that may be damaged or destroyed, and shall pay, when due, all claims for labor performed and materials furnished on or to the Land or Improvements, and all other claims that could result in a lien on the Property or any part of it. Trustor shall not commit waste or permit impairment or

deterioration of the Property. Subject to Section 6.05, Trustor shall comply with all present and future statutes, laws, rules, orders, regulations and ordinances affecting the Property, any part thereof or the use thereof, and shall comply with all covenants, conditions, and restrictions filed of record against the Land or the Improvements.

6.03 Taxes and Assessments. Subject to Section 6.05, Trustor shall pay prior to delinquency all taxes, levies, charges, and assessments imposed by any public or quasi-public authority or utility company that are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it.

6.04 Liens, Charges, and Encumbrances. Subject to Section 6.05, Trustor shall not create, incur, or suffer to exist any lien, charge, or encumbrance on the Property or any part of it that might or could be held to be superior or inferior to the lien of this Deed of Trust, other than current non-delinquent real estate taxes and assessments and any such lien, charge, or encumbrance consented to in writing by Bank, which consent shall not be unreasonably withheld. Trustor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property and registered, certified, or licensed surveyors, engineers, architects, or their professional consultants supplying professional services in connection with the Property.

6.05 Permitted Contests. Trustor shall not be required to (a) comply with any statute, law, rule, regulation, or ordinance referred to in Section 6.02, (b) pay any taxes or special assessments referred to in Section 6.03, or (c) discharge or remove any lien, charge, or encumbrance referred to in Section 6.04, if Trustor shall (i) contest, in good faith, the existence, the amount, or the validity thereof, the amount of damages caused thereby, or the extent of its liability therefor, by appropriate proceedings that shall operate during the pendency thereof to prevent (1) the collection of or other realization upon the tax, assessment, lien, charge, or encumbrance so contested, (2) the sale, forfeiture, or loss of the Property or any part of it, and (3) any interference with the use or occupancy of the Property or any part of it, and (ii) shall have posted a bond or furnished other security as may be reasonably required from time to time by Bank. Trustor shall give prompt written notice to Bank of the commencement of any contest referred to in this Section 6.05.

6.06 Maintenance of Insurance; Damage Proceeds. Trustor, at its sole cost and expense, will maintain or cause to be maintained insurance policies in such amounts and covering such risks as are usually carried by entities engaged in similar businesses and owning similar properties in the same general areas in which Trustor operates, provided that in any event Trustor will maintain workers' compensation insurance, property insurance, and comprehensive general liability insurance reasonably satisfactory to Bank (collectively, the "Policies") and provide Bank with a copy of all insurance reviews conducted by any insurance broker or agent. All Policies must be issued by companies approved by Bank and must be acceptable to Bank as to amounts, forms, risk coverages, deductibles, expiration dates, loss payable, and cancellation provisions. Each of the Policies shall contain such endorsements as Bank may require, provide that all proceeds be payable to Bank to the extent of its interest, and contain a provision that such insurance may not be cancelled by the issuer thereof without at least 10 days' advance written notice to Bank. If Trustor fails to keep any required coverage in effect while any of the Secured Obligations are outstanding, Bank may (but shall not be obligated to) procure the coverage at Trustor's expense. Trustor shall reimburse Bank, on demand, for all premiums advanced by Bank, which advances are considered to be additional loans to Trustor secured by this Deed of Trust.

Trustor hereby absolutely and irrevocably assigns to Bank, and authorizes the payor to pay to Bank: (i) all awards, claims, and causes of action, arising out of any warranty affecting all or any part of the Property, or for damage or injury to or decrease in value of all or part of the Property or any interest in it; (ii) all proceeds of any Policies payable because of loss sustained to all or part of the Property; and (iii) all interest that may accrue on any of the foregoing.

(a) Notice of Damage or Destruction; Adjusting Loss. If the Property or any part of it shall be damaged or destroyed by any casualty, Trustor will promptly give written notice thereof to the insurance carrier and Bank, and will not adjust any damage or loss that exceeds \$150,000 unless Bank shall have joined in such adjustment. But if there has been no adjustment of any such damage or loss within four

months from the date of occurrence thereof and if an Event of Default shall exist at the end of such four-month period or at any time thereafter, Bank may alone make proof of loss, adjust and compromise any claim under the Policies, and appear in and prosecute any action arising from such Policies. In connection therewith, Trustor hereby irrevocably authorizes, empowers, and appoints Bank as Trustor's attorney-in-fact (which appointment is coupled with an interest) to do all of the foregoing in the name and on behalf of Trustor.

(b) Application of Insurance Proceeds. All sums in excess of \$150,000 paid under any Policies relating to all or any portion of the Property (hereinafter collectively referred to as "Proceeds") shall be paid to Bank which may, at its option (but subject to the provisions of this paragraph), apply them (after first deducting Bank's expenses referred to in Section 6.06(c) below) to the payment of the Secured Obligations, whether or not due and in such order of application as Bank may determine, or to the repair, replacement, rebuilding, or restoration of the Property, in such manner as Bank may determine. Notwithstanding the foregoing provisions of this paragraph, Bank shall make all Proceeds (after first deducting therefrom Bank's expenses referred to in Section 6.06(c) below) available to Trustor to reimburse it for its reasonable costs of restoration, repair, replacement, or rebuilding of the Improvements, in accordance with any procedures reasonably required by Bank (and shall not be applied toward the payment of the Secured Obligations until after restoration and repair of the Improvements) provided each of the following conditions shall be met:

- (i) there shall at the time of the casualty and at all times thereafter have occurred no Event of Default or event which with notice, the passage of time, or both, could become an Event of Default;
- (ii) Trustor shall notify Bank of Trustor's intention to perform such restoration or repair within 30 days of the adjusting of the loss or casualty;
- (iii) Bank shall receive evidence reasonably satisfactory to Bank that the Improvements have been fully restored or that by application of the Proceeds will be fully restored to their condition prior to the damage or destruction (or as otherwise reasonably approved by Bank), free and clear of all liens other than the encumbrances approved by Bank, except as otherwise expressly permitted herein; and
- (iv) if, in the reasonable judgment of Bank, the Proceeds shall be insufficient to restore the Improvements to their condition prior to the damage or destruction (or as otherwise reasonably approved by Bank), Trustor shall demonstrate to Bank the availability of funds that, together with the Proceeds, shall be sufficient to restore the Improvements to their condition prior to the damage or destruction (or as otherwise reasonably approved by Bank).

At Bank's option, any Proceeds remaining after reimbursing Trustor for the cost of restoring the Improvements shall be paid to Trustor.

(c) Reimbursement of Bank's Expenses. Trustor shall promptly reimburse Bank upon demand for all of Bank's expenses incurred in connection with the collection of the Proceeds, including reasonable attorneys' fees and expenses. All such expenses, together with interest from the date of demand for payment at the Default Rate, shall be additional amounts secured by this Deed of Trust.

6.07 Actions Affecting Property. Trustor shall appear in and contest any action or proceeding purporting to affect the Property or the rights or powers of Bank or Trustee hereunder. Should Trustor fail to make any payment or do any act in the manner provided in any of the Loan Documents, Bank or Trustee, each in their own discretion, without obligation to do so, after written notice to or demand upon Trustor, and

without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect their interest in and to the Property. Trustor shall, immediately upon demand therefor by Bank or Trustee, pay all costs and expenses incurred by Bank or Trustee in connection with the exercise by Bank or Trustee of the foregoing rights, including costs of evidence of title, court costs, appraisals, surveys, and attorneys' fees.

6.08 Site Visits, Observation, and Testing. Bank and its agents and representatives have the right to enter and visit the Property at any reasonable time for the purposes of observing or inspecting the Property, performing appraisals of the Property, and otherwise exercising any of Bank's rights with respect to the Property as set forth in this Deed of Trust.

6.09 Condemnation. Should the Property, any part of it, or any interest in it, be taken or damaged by reason of any public improvement or condemnation proceeding or in any other manner including a deed in lieu of condemnation, or should Trustor receive any notice or other information regarding any such proceeding, Trustor shall give prompt written notice thereof to Bank. Bank shall be entitled to all compensation, awards, and other payments or relief therefor not exceeding the amount then due or to be due under any of the Loan Documents. Bank shall be entitled, at its sole option, to commence, appear in, and prosecute in its own name any such action or proceedings. All such compensation, awards, damages, rights of action, and proceeds awarded to Trustor (not exceeding the amount then due to Bank under the Loan Documents) (the "**Condemnation Proceeds**") are hereby assigned to Bank, and Trustor shall execute such further assignments of the Condemnation Proceeds as Bank or Trustee may require.

6.10 Due on Sale and Due on Encumbrance. Trustor shall not, without Bank's prior written consent, (a) sell or transfer all or any part of the Property or any interest therein, without limitation, by an option to sell or a sale or transfer by deed, land contract, or contract for deed, or (b) encumber, pledge, or mortgage all or any part of the Property or any interest in it. In the event of a violation of the provisions of this Section 6.10, Bank may, at its option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

6.11 Further Assurances: Attorney-in-Fact. At any time, upon request of Bank, Trustor will make, execute, and deliver to Bank or to Bank's designee, and when requested by Bank, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Bank may deem appropriate, all such mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, affidavits, certificates, and other documents as may, in the sole opinion of Bank, be necessary or desirable in order to effectuate, complete, perfect, continue, preserve, or enforce the Obligations and the liens and security interests created by the Loan Documents as first and prior liens on the Property. Trustor shall reimburse Bank for all reasonable costs and expenses incurred in connection with the matters referred to in this Section 6.11. For purposes of taking such action or executing such documents, Trustor hereby irrevocably appoints Bank as Trustor's attorney-in-fact.

ARTICLE 7 – RIGHTS OF TRUSTEE AND BANK

7.01 Releases, Extensions, Modifications, and Additional Security. From time to time, Bank may perform any of the following acts without incurring any liability, impairing the security of this Deed of Trust, or giving notice to any Person: (i) release any Person liable for payment of any Secured Obligation; (ii) extend the time for payment or otherwise alter the terms of payment of any Secured Obligation; (iii) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements, or any other instruments of security; or (iv) alter, substitute, or release any property securing the Secured Obligations.

7.02 Substitution of Trustee. From time to time, Bank may substitute a successor to any Trustee named in or acting under this Deed of Trust by a written instrument executed and acknowledged by Bank and recorded in the office of the recorder of the county where the Land and Improvements are situated. Any such instrument is conclusive proof of the proper substitution of the successor Trustee, who will automatically upon recordation of the instrument succeed to all estate, title, rights, powers, and duties of the predecessor Trustee.

7.03 Acts of Trustee. When requested to do so by Bank in writing, Trustee may perform any of the following acts without incurring any liability or giving notice to any Person: (i) consent to the making of any plat or map of the Property or any part of it; (ii) join in granting any easement or creating any restriction affecting the Property; or (iii) join in any subordination or other agreement affecting this Deed of Trust or the lien of it.

7.04 No Release. If either Bank or Trustee performs any act that it is empowered or authorized to perform under this Deed of Trust, including any act permitted by Section 7.01, Section 7.02, or Section 7.03, that act alone does not release or change the personal liability of any Person for the payment and performance of the Secured Obligations then outstanding, or the lien of this Deed of Trust on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations.

ARTICLE 8 – EVENTS OF DEFAULT; REMEDIES

8.01 Default. Each of the following shall constitute an event of default (an "Event of Default") under this Deed of Trust:

- (a) Any Event of Default, as such term is defined in the Loan Agreement;
- (b) Trustor shall fail to perform or observe any term, covenant, or agreement contained in this Deed of Trust on its part to be performed or observed, and any such failure shall remain unremedied for 30 days after written notice thereof shall have been given to Trustor by Bank. No Event of Default shall be deemed to exist, however, if within the 30-day period, Trustor shall have commenced appropriate action to remedy such failure and shall diligently and continuously pursue such action until such cure is completed, unless such cure is or cannot be completed within 30 days after written notice shall have been given; or

(c) This Deed of Trust or any other Collateral Document securing the Secured Obligations shall for any reason, except permitted by the terms thereof, cease to create a valid or perfected first priority lien on or security interest in any of the property purported to be covered thereby.

8.02 Remedies. Upon the occurrence of an Event of Default: interest may accrue on the Secured Obligations at the Default Rate; all of the Secured Obligations shall become immediately due and payable at the option of Bank, without further notice or demand; and, in addition, regardless of whether Bank exercises said option, it may exercise all rights and remedies available to a mortgagee or secured party at law or in equity, including the following:

- (a) Bank may enter upon, take immediate possession of, manage, and operate the Property or any part of it; make repairs and alterations and do any acts that Bank deems reasonably proper and necessary or advisable to protect the security hereof, including those granted Bank under the other Loan Documents; and either with or without taking possession, in its own name, sue for or otherwise collect and receive Rents, including those past due and unpaid, and apply the same, less costs and expenses of

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operation and collection, including reasonable attorneys' fees and Bank's costs, upon the Secured Obligations and in such order as Bank may determine. Upon request of Bank, Trustor shall assemble and make available to Bank at the Land any of the Personality that has been removed from the Land. The entering upon and taking possession of the Property, the collection of any Rents, and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Bank's continuance in possession or receipt and application of Rents, Bank may exercise every right provided for in this Deed of Trust or by law after the occurrence of an Event of Default that continues beyond any applicable cure period. Any of the actions referred to in this paragraph may be taken by Bank at such time as it is so entitled without regard to the adequacy of any security for the Secured Obligations.

(b) Bank shall, without regard to the adequacy of any security for the Secured Obligations, be entitled to the immediate ex parte appointment of a receiver by any court having jurisdiction, without notice, to take possession of and protect the Property and operate the same and collect the Rents therefrom.

(c) Bank may elect to dispose, or cause Trustee to dispose, of any of the Personality in any manner now or hereafter permitted by Article 9 of the UCC or in accordance with any other remedy provided by law. Any such disposition may be either public or private as Trustee or Bank may so elect, subject to the provisions of the UCC. Trustee or Bank shall give Trustor at least 10 days' prior written notice of the time and place of any public sale or other disposition of such property or of the time at or after which any private sale or any other intended disposition is made. Trustor agrees that such 10-day notice constitutes reasonable notice of such sale.

(d) Bank may authorize Trustee to exercise the power of sale granted herein, and thereafter Trustee shall foreclose this Deed of Trust in accordance with the Nebraska Trust Deeds Act (as the same may be amended from time to time).

(e) This Deed of Trust shall be effective as a mortgage as well as a deed of trust and after an Event of Default that continues beyond any applicable cure period, Bank may elect to foreclose this Deed of Trust as to any of the Property in any manner permitted by the laws of the State of Nebraska, and any foreclosure suit may be brought by Trustee or by Bank.

Bank shall have the right to become the purchaser at any sale held by Trustee or by any receiver or public officer, and Bank shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Secured Obligations owing to Bank. Trustor has no right to purchase the Property or any portion thereof at any sale, but Trustor may cause any sale to be terminated by paying all Secured Obligations in full prior to such sale.

8.03 Application of Proceeds. The proceeds of any sale or disposition hereunder, together with any other sums that then may be held by Trustee or Bank under this Deed of Trust, whether under the provisions of this Section 8.03, or otherwise, to the fullest extent permitted by applicable law, shall be applied as follows: FIRST, to the expenses of such sale or disposition together with Trustee's fees and reasonable attorneys' fees and expenses, Bank's costs, and the actual cost of publishing, recording, mailing, and posting notice; SECOND, to the cost of any search or other evidence of title procured in connection therewith, if applicable, and recordation and transfer taxes and other charges, if any, on any release or deed of reconveyance; THIRD, to the payment of all Secured Obligations and all other sums due Bank from Trustor; FOURTH, to all other sums secured hereby; and the remainder, if any, to the Person or Persons legally entitled thereto in the order of their priority.

8.04 Remedies Not Exclusive. Trustee and Bank shall each be entitled to enforce payment and performance of any indebtedness or obligations secured by this Deed of Trust and to exercise all rights and powers under the Loan Documents, or under any other agreement or any laws now or hereafter in force, notwithstanding some or all of such indebtedness and obligations secured by this Deed of Trust 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, by court action or pursuant to the power of sale or other powers contained in this Deed of Trust, shall prejudice or in any manner affect Trustee's or Bank's right to realize upon or enforce any other security now or hereafter held by Bank or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy conferred upon or reserved to Trustee or Bank is intended to be exclusive of any other remedy in this Deed of Trust or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given in this Deed of Trust or now or hereafter existing at law, in equity, or by statute. Every power or remedy given to Trustee or Bank by the Loan Documents, or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Bank, and either of them may pursue inconsistent remedies. Nothing in this Deed of Trust shall be construed as prohibiting Bank from seeking a deficiency judgment against Trustor to the extent such action is permitted by law.

8.05 Waiver of Marshalling and Consent to Receiver. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself. Trustor hereby consents to Trustee's or Bank's application for, and the appointment of, a receiver, trustee, liquidator, or conservator of the Property, without notice to Trustor, without regard for the adequacy of the security for the Secured Obligations, and without regard for the solvency of Trustor.

ARTICLE 9 – COMPENSATION, EXCULPATION, INDEMNIFICATION

9.01 Compensation. Trustor agrees to: (a) pay the reasonable fees charged by Bank and Trustee for any services that Bank or Trustee may render in connection with this Deed of Trust, including Bank's providing a statement of the Secured Obligations or Trustee's execution of a reconveyance; (b) pay or reimburse all of Bank's and Trustee's reasonable costs and expenses incurred in rendering any such services; and (c) pay or reimburse Bank for all costs, expenses, and other advances reasonably incurred or made by Bank or Trustee in performing any of Trustor's obligations under this Deed of Trust or in any efforts to enforce any terms of this Deed of Trust, including any rights or remedies afforded to Bank or Trustee or both of them under Section 8.02, whether any lawsuit is filed or not, including any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, or in defending any action or proceeding arising under or relating to this Deed of Trust, including reasonable attorneys' fees and other legal costs, costs of any foreclosure sale, and any cost of evidence of title. If Bank chooses to dispose of the Property through more than one foreclosure sale, Trustor shall pay all costs, expenses, or other advances that may be incurred or made by Trustee or Bank in each of those foreclosure sales.

9.02 Exculpation. Bank is not directly or indirectly liable to Trustor or any other Person as a consequence of: (a) Bank's exercise of or failure to exercise any rights, remedies, or powers granted to it in this Deed of Trust; (b) Bank's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; or (c) any loss sustained by Trustor or any third party resulting from Bank's failure to lease the Property, or from any other act or omission of Bank in managing the Property after an Event of Default, unless any loss, damage, or liability suffered by Trustor arising from any action of Bank under (a) through (c) above is caused by the willful misconduct or gross negligence of Bank.

EXCEPT AS EXPRESSLY STATED ABOVE, TRUSTOR HEREBY EXPRESSLY WAIVES AND RELEASES ALL LIABILITY OF THE TYPES DESCRIBED ABOVE. TRUSTOR AGREES THAT NO SUCH LIABILITY WILL BE ASSERTED AGAINST OR IMPOSED UPON BANK.

9.03 Indemnification. Except regarding actions identified under Section 9.02 arising from the willful misconduct or gross negligence of Bank, Trustor agrees to indemnify Trustee and Bank against, and hold them harmless from, all losses, damages, liabilities, claims, causes of action, judgments, court costs, reasonable attorneys' fees and other reasonable legal expenses, cost of evidence of title, cost of evidence of value, and other reasonable costs and expenses that either may suffer or incur: (a) in performing any act required or permitted by the Loan Documents or by law; (b) because of any failure of Trustor to perform any of the Secured Obligations; or (c) because of any alleged obligation of or undertaking by Bank to perform or discharge any of the representations, warranties, conditions, covenants, or other obligations in any document relating to the Property other than the Loan Documents.

THIS AGREEMENT BY TRUSTOR TO INDEMNIFY TRUSTEE AND BANK SURVIVES THE RELEASE AND CANCELLATION OF ANY OR ALL OF THE SECURED OBLIGATIONS AND THE FULL OR PARTIAL RELEASE OR RECONVEYANCE OF THIS DEED OF TRUST.

Trustor shall pay all obligations to pay money arising under this Article 9 immediately upon demand by Trustee or Bank. Each such obligation shall be added to, and considered to be part of, the Secured Obligations, and shall bear interest from the date the obligation arises at the Default Rate.

9.04 ENVIRONMENTAL INDEMNIFICATION. TRUSTOR HEREBY AGREES, AT ITS SOLE COST AND EXPENSE, TO UNCONDITIONALLY INDEMNIFY, DEFEND, AND HOLD TRUSTEE, BANK, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, DAMAGE (WHETHER DIRECT OR CONSEQUENTIAL), EXPENSES, CLAIMS, PENALTIES, FINES, INJUNCTIONS, SUITS, PROCEEDINGS, DISBURSEMENTS, OR EXPENSES (INCLUDING ATTORNEYS' AND EXPERTS' FEES AND COURT COSTS) (COLLECTIVELY, THE "LIABILITIES") ARISING UNDER ANY HAZARDOUS SUBSTANCE LAW OR ANY OTHER LIABILITIES, IF ANY, WHICH MAY BE INCURRED BY OR ASSERTED AGAINST TRUSTEE OR BANK OR BOTH DIRECTLY OR INDIRECTLY RESULTING FROM THE RELEASE OF A HAZARDOUS SUBSTANCE ON THE PROPERTY IN MATERIAL VIOLATION OF ANY HAZARDOUS SUBSTANCE LAW, WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE ACTS OR OMISSIONS OF TRUSTEE OR BANK OR INDIVIDUALS OR ENTITIES ACTING AS THE AGENTS OR EMPLOYEES OF TRUSTEE OR BANK. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY SET FORTH IN THIS SECTION 9.04, HOWEVER, SUCH INDEMNITY SHALL NOT APPLY TO MATTERS CAUSED BY OR ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BANK OR ANY OF ITS AGENTS, OR TO LIABILITIES, OBLIGATIONS, CLAIMS, DAMAGES, PENALTIES, CAUSES OF ACTION, COSTS, AND EXPENSES BASED SOLELY ON FACTS OR CIRCUMSTANCES OCCURRING ONLY SUBSEQUENT TO SUCH TIME, IF ANY, WHICH BANK SHALL BECOME THE OWNER OF THE PROPERTY BY WAY OF FORECLOSURE OF THE LIEN OF THIS DEED OF TRUST, DEED IN LIEU OF SUCH FORECLOSURE, OR OTHERWISE. FOR PURPOSES OF THIS AGREEMENT, THE FOLLOWING TERMS SHALL MEAN AS FOLLOWS:

- (A) "ENVIRONMENT" MEANS ANY SURFACE OR SUBSURFACE WATER, WATER VAPOR, SURFACE OR SUBSURFACE LAND, AIR, FISH, WILDLIFE, MICROORGANISMS, AND ALL OTHER NATURAL RESOURCES.
- (B) "HAZARDOUS SUBSTANCE" MEANS AND INCLUDES POLYCHLORINATED BIPHENYLS, ANY EXPLOSIVES, RADIOACTIVE MATERIALS, CHEMICALS KNOWN

OR SUSPECTED TO CAUSE CANCER OR REPRODUCTIVE TOXICITY, POLLUTANTS, EFFLUENTS, CONTAMINANTS, EMISSIONS, INFECTIOUS WASTES, ANY PETROLEUM OR PETROLEUM-DERIVED WASTE OR PRODUCT OR RELATED MATERIALS, AND ANY ITEMS DEFINED AS HAZARDOUS, SPECIAL, OR TOXIC MATERIALS, SUBSTANCES, OR WASTE UNDER ANY HAZARDOUS SUBSTANCE LAW, OR ANY MATERIAL THAT SHALL BE REMOVED FROM THE PROPERTY UNDER ANY ADMINISTRATIVE ORDER OR ENFORCEMENT PROCEEDING OR IN ORDER TO PLACE THE PROPERTY IN A CONDITION THAT IS SUITABLE FOR ORDINARY USE.

- (C) "HAZARDOUS SUBSTANCE LAWS" COLLECTIVELY MEAN AND INCLUDE ANY PRESENT AND FUTURE LOCAL, STATE, FEDERAL, OR INTERNATIONAL LAW OR TREATY RELATING TO PUBLIC HEALTH, SAFETY, OR THE ENVIRONMENT, INCLUDING THE RESOURCE CONSERVATION AND RECOVERY ACT, AS AMENDED ("RCRA"), 42 U.S.C. § 6901 ET SEQ., THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT ("CERCLA"), 42 U.S.C. § 9601 ET SEQ., AS AMENDED BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 ("SARA"), THE HAZARDOUS MATERIALS TRANSPORTATION ACT, 49 U.S.C. § 1801 ET SEQ., THE CLEAN WATER ACT, 33 U.S.C. § 1251 ET SEQ., THE CLEAN AIR ACT, AS AMENDED 42 U.S.C. § 7401 ET SEQ., THE TOXIC SUBSTANCES CONTROL ACT, 15 U.S.C. § 2601 ET SEQ., THE SAFE DRINKING WATER ACT, 42 U.S.C. § 300F ET SEQ., THE URANIUM MILL TAILINGS RADIATION CONTROL ACT, 42 U.S.C. § 7901 ET SEQ., THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. § 655 ET SEQ., THE FEDERAL INSECTICIDE, FUNGICIDE AND RODENTICIDE ACT, 7 U.S.C. § 136 ET SEQ., THE NATIONAL ENVIRONMENTAL POLICY ACT, 42 U.S.C. § 4321 ET SEQ., THE NOISE CONTROL ACT, 42 U.S.C. § 4901 ET SEQ., AND THE EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT, 42 U.S.C. § 11001 ET SEQ., AND THE AMENDMENTS, REGULATIONS, ORDERS, DECREES, PERMITS, LICENSES, OR DEED RESTRICTIONS NOW OR HEREAFTER PROMULGATED UNDER ANY OF THEM.

- (D) "RELEASE" MEANS ANY DISCHARGING, DISPOSING, EMITTING, LEAKING, PUMPING, POURING, EMPTYING, INJECTING, ESCAPING, LEACHING, DUMPING, OR SPILLING INTO THE ENVIRONMENT (INCLUDING THE ABANDONMENT OR DISCARDING OF BARRELS, CONTAINERS, AND OTHER CLOSED RECEPTACLES).

ARTICLE 10 – RELEASE AND CONVEYANCE

When all of the Secured Obligations have been paid and performed in full, Trustor shall request Bank in writing to reconvey the Property. When Trustee receives Bank's written request for reconveyance and all fees and other sums owing to it by Trustor under Section 9.01, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the Person or Persons legally entitled to it. Neither Bank nor Trustee have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

ARTICLE 11 – MISCELLANEOUS

11.01 Defined Terms. This Deed of Trust and the other Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Deed of Trust.

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11.02 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any of its terms or provisions. The word "**include(s)**" means "include(s), without limitation", and the word "**including**" means "including but not limited to". No listing of specific instances, items, or matters in any way limits the scope or generality of any language of this Deed of Trust.

11.03 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Bank may, at its option, declare all Secured Obligations immediately due and payable.

11.04 Successors in Interest. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, and their personal or legal representatives, successors, and assigns. This Section 11.04, however, does not waive the provisions of Section 6.10.

11.05 Joint and Several Liability. If more than one Person comprises Trustor, all obligations of Trustor hereunder shall be joint and several.

11.06 Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

11.07 Applicable Law. This Deed of Trust shall be governed by Nebraska law without regard to any principles of conflicts of law.

11.08 No Waiver or Cure. Each waiver by Trustor, Bank, or Trustee must be in writing, and no waiver is to be construed as a continuing waiver. No waiver is to be implied from any delay or failure by Trustor, Bank, or Trustee to take action on account of any default of another party. Consent by Trustor, Bank, or Trustee to any act or omission by another party must not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Trustor's, Bank's, or Trustee's consent (as and if applicable) to be obtained in any future or other instance.

11.09 Merger. No merger occurs as a result of Bank's acquiring any other estate in or any other lien on the Property unless Bank consents to a merger in writing.

11.10 Request for Notice. Trustor hereby requests a copy of any notice of default and any notice of sale hereunder be mailed to Trustor at its address set forth in Section 11.11 of this Deed of Trust. Although hereby expressly reserving the priority of this Deed of Trust as established by law, Trustee and Bank hereunder request that a copy of any notice of default and any notice of sale under any deed of trust recorded against the Property, either prior to or subsequent to the date this Deed of Trust is recorded, be mailed to each at the addresses set forth in Section 11.11 of this Deed of Trust.

11.11 Notices. All notices, certificates, requests, demands, and other communications provided for hereunder shall be in writing and shall be mailed, faxed, or delivered to the address or facsimile number set forth in this Section 11.11. All such communications shall be deemed to be given or made as set forth in the Loan Agreement.

Address for Notices to Trustor:

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WILES BROS., INC.
606 Wiles Road
Plattsmouth, Nebraska 68048
Attn: Marvin Wiles

Address for Notices to Trustee:
Anthony D. Todero
Baird Holm LLP
1700 Farnam Street, Suite 1500
Omaha, Nebraska 68102

Address for Notices to Bank:
Bank of the West
Attn: Brock Thorberg
8033 South 15th St., Ste. C
Lincoln, Nebraska 68512

[NO FURTHER TEXT ON THIS PAGE]

[SIGNATURE PAGE TO DEED OF TRUST]

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

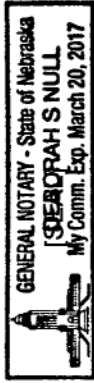
TRUSTOR:

WILES BROS., INC., a/k/a WILES BROS. INC.,
a Nebraska corporation

By: *Marvin Wiles*
Marvin Wiles, President

STATE OF NEBRASKA
COUNTY OF Cass, SS.

The foregoing instrument was acknowledged before me this 16th day of August, 2016, by Marvin Wiles, President of WILES BROS., INC., a/k/a WILES BROS. INC., a Nebraska corporation, on behalf of the corporation.



Deborah S. Hull
Signature of person taking Acknowledgment
General Notary
Title or Rank

Serial Number, if any _____

My Commission Expires: 3-20-17

EXHIBIT "A"

Property Description

Cass County, Nebraska

Parcel 1:

Lot 6 in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$), in Section 26, Township 12 North, Range 13 East of the 6th P.M., Cass County, Nebraska.

Parcel 2:

Lot 3 in the Northeast Quarter of the Northeast Quarter of Section 26, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.

Parcel 3:

Lot 1 in the Northeast Quarter of the Northeast Quarter of Section 26, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska, except highway.

Parcel 4:

The Southwest Quarter of the Southeast Quarter, lying South of the railroad right of way, in Section 23, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.

Parcel 5:

Lot 11 in the Southeast Quarter of the Southeast Quarter of Section 23, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.

Parcel 6:

Lot 12 located in the Southeast Quarter of the Southeast Quarter of Section 23, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska, Except highway.

Parcel 7:

Lots 9 and 10 in the Northeast Quarter of the Southeast Quarter, lying North of the railroad right of way, in Section 23, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.

Parcel 8:

Sublot 1 of Lot 9 in the Northeast Quarter of the Southeast Quarter of Section 23, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.

Parcel 9:

That part of the Northwest Quarter of the Southwest Quarter of Section 24, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska, lying west of highway.

Parcel 10:

That part of Lot 14, lying east of the Missouri Pacific Railroad located in the Southeast Quarter of the Northeast Quarter of Section 23, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.

Parcel 11:

Tax Lot 72 in the West Half of the Northwest Quarter of Section 24, Township 12 North, Range 13 East of the 6th P.M., in Cass County, Nebraska.