



MTG Inst. # 2018018079, Pg: 1 of 27 Rec Date: 03/09/2018 14:25:56.253
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 Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

After recording, return to:

Jason D. Benson
 McGrath North Mullin & Kratz, PC LLO
 1601 Dodge Street, Suite 3700
 Omaha, NE 68102
 (402) 341-3070

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

THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT WITHIN THE
 MEANING OF THE NEBRASKA CONSTRUCTION LIEN ACT

THIS CONSTRUCTION DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
 SECURITY AGREEMENT AND FIXTURE FILING (as the same may from time to time be
 amended, restated, modified or otherwise supplemented, the "Deed of Trust"), is made and
 given this 21st day of February , 2018, by OMAHA INDUSTRIES, INC., a Nebraska corporation
 (together with its successors and assigns, the "Grantor"), whose address is 7071 N. 87th Street,
 Omaha, Nebraska 68122, to FIRST NATIONAL BANK OF OMAHA, a national banking
 association (together with its successors and substitutes, the "Trustee"), whose address is
 11404 West Dodge Road, Omaha, Nebraska 68154, for the benefit of FIRST NATIONAL BANK
 OF OMAHA, a national banking association (together with its successors and assigns, the
 "Beneficiary"), whose address is 11404 West Dodge Road, Omaha, Nebraska 68154.
 Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in
 the Credit Agreement (as defined below).

PRELIMINARY RECITALS:

A. Grantor is the owner in fee simple of certain real property more fully described on
 Exhibit A attached hereto (the "Land").

B. Pursuant to that certain Credit Agreement among Grantor, Omaha Direct, LLC, a
 Nebraska limited liability company ("Omaha Direct"), Crete Core Ingredients, L.L.C., a Nebraska
 limited liability company ("Crete Ingredients"), Crete Core Commodities, LLC, a Nebraska limited
 liability company ("Crete Commodities"), Complete Catered Concepts, LLC, a Nebraska limited
 liability company ("Complete Catered"), and Tender & True Pet Nutrition, LLC, a Nebraska
 limited liability company ("Tender & True") (Grantor, Omaha Direct, Crete Ingredients, Crete
 Commodities, Complete Catered and Tender & True, together with their successors and

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assigns, are hereinafter referred to individually and collectively as the "Borrower"), and Beneficiary dated of even date herewith (as the same may from time to time be amended, restated, modified or otherwise supplemented, the "Credit Agreement"), Beneficiary has agreed to make Revolving Credit Loans, the Term Loan 5463, the Term Loan 5483, the Term Loan 2903, the Term Loan 5591 and Construction Loans to Borrower, secured by this Deed of Trust, in the aggregate principal amount of up to \$32,094,023.43 (the "Loans").

C. The Loans are evidenced by the Revolving Credit Note, the Term Loan 5463 Note, the Term Loan 5483 Note, the Term Loan 2903 Note, the Term Loan 5591 Note and the Construction Loan Note, as applicable, executed and delivered by Borrower to Beneficiary in the aggregate principal amount of \$32,094,023.43 (the "Notes").

D. The Credit Agreement provides that Beneficiary may, in its sole discretion, in addition to any other authority to make loans and advances to Borrower, including protective advances, make additional loans to Borrower, make additional credit facilities available to Borrower, or renew, extend, or increase any credit facility. No amendment to this Deed of Trust shall be required to the extent the aggregate principal amount outstanding under the Notes (including any amount outstanding under any future loan or credit facility) does not exceed \$32,094,023.43.

E. The Loans bear interest at the per annum rates of interest set forth in the Notes (the "Interest Rates"), except that during the continuance of an Event of Default (as defined below), the Loans bear interest at the Default Rate whether or not Beneficiary has exercised its option to declare the Obligations immediately due and payable. As used herein, the term "Note Rates" shall mean the rates of interest then in effect on the Loans, whether the Interest Rates or the Default Rate, as the case may be.

F. As a requirement to making the Loans, Beneficiary requires, among other things, that Grantor execute and deliver this Deed of Trust on the fee simple title to the Land and the buildings and other improvements located and/or to be constructed upon the Land.

G. The final payments of principal and interest under the Credit Agreement and Notes are due not later than the Revolving Credit Maturity Date, the Term Loan 5463 Maturity Date, the Term Loan 5483 Maturity Date, the Term Loan 2903 Maturity Date, the Term Loan 5591 Maturity Date and the Construction Loan Maturity Date (as applicable, the "Maturity Date").

H. Grantor is executing and delivering this Deed of Trust for the purpose of subjecting and subordinating all of its right, title and interest in and to the Premises (as defined below) to the Lien of this Deed of Trust. It is expressly understood and agreed by acceptance of this Deed of Trust by Trustee that Grantor has executed this Deed of Trust for the purpose of irrevocably granting, bargaining, selling, conveying and confirming to Trustee, in trust forever for the benefit of Beneficiary, with power of sale and right of entry and possession, and granting a security interest to Beneficiary in all of its right, title and interest in the Premises (as defined below) as security for the payment and performance of the Secured Obligations (as defined below).

I. This Deed of Trust secures future advances and future obligations as provided or referred to herein. This Deed of Trust secures any contractual future advances by the Beneficiary to Borrower or any future contractual obligations of Borrower to the Beneficiary, without regard to whether any such advances or obligations are optional or obligatory with the Beneficiary ("Future Advances"); provided, however, that the total principal amount of Future Advances secured by this Deed of Trust shall not exceed, at any time, \$32,094,023.43 plus such other amounts including,

without limitation, the costs of protecting and preserving the Premises and the Lien of this Deed of Trust paid by Beneficiary pursuant to this Deed of Trust. Nothing herein shall be deemed to obligate the Beneficiary to make any Future Advances to Borrower.

NOW, THEREFORE, Grantor, in consideration of the debt and trust hereinafter described and created, other good and valuable consideration to Grantor, the receipt whereof is hereby acknowledged, and to otherwise induce Beneficiary to make the Loans to Borrower, Grantor does hereby irrevocably grant, bargain, sell, convey and confirm unto Trustee, in trust forever for the benefit of Beneficiary, with power of sale and right of entry and possession, and grant a security interest unto Beneficiary in all of the following properties now or hereafter owned (and the proceeds and products thereof) by Grantor and hereinafter set forth (all of the following being hereafter collectively referred to as the "Premises"):

LAND

All right, title and interest in the tracts or parcels of real property lying and being in the County of Douglas, State of Nebraska, all as more fully described in Exhibit A attached hereto and made a part hereof, together with all the estates and rights in and to the real property and in and to lands lying in streets, alleys and roads adjoining the real property and all buildings, structures, improvements, fixtures and annexations, access rights, easements, rights of way or use, servitudes, licenses, tenements, hereditaments and appurtenances now or hereafter belonging or pertaining to the real property, and all water, mineral and oil rights now or hereafter belonging or pertaining to the real property and all proceeds and products derived therefrom whether now owned, leased or hereafter acquired.

BUILDINGS

All buildings and improvements now or hereafter built, erected on, or existing on the Land.

PERSONAL PROPERTY

All personal property, fixtures, fittings and furnishings, now or hereafter attached to, located at or placed in the improvements on the Land described herein including, without limitation, all machinery, fittings, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, waste disposal, power, refrigeration, ventilation and fire and sprinkler protection; all maintenance supplies and repair equipment; all draperies, carpeting, floor coverings, screens, storm windows and window coverings, blinds, awnings, shrubbery and plants; all elevators, escalators and shafts, motors, machinery, fittings and supplies necessary for their use; all inventories; all building materials and supplies now or hereafter delivered to the Premises (it being understood that the enumeration of any specific articles of property shall in no way be held to exclude any items of property not specifically enumerated), as well as renewals, replacements, proceeds, additions, accessories, increases, parts, fittings, insurance payments, awards and substitutes thereof, together with all interest of Grantor in any such items hereafter acquired, as well as Grantor's interest in any lease or conditional sales agreement under which the same is acquired, all of which personal property mentioned herein shall be deemed fixtures and accessory to the freehold and a part of the realty and not severable in whole or in part without material injury to the Premises.

RENTS, INCOME, LEASES AND PROFITS

All rents, income, contract rights, leases and profits now due or which may hereafter become due under or by virtue of any lease, sublease, license or agreement, whether written or verbal, for the use or occupancy of the Premises or any part thereof together with all tenant security deposits.

INSURANCE PROCEEDS

All awards, payments, proceeds now or hereafter payable under any policy of insurance insuring the Premises including, but not limited to, the proceeds of casualty insurance, title insurance, business interruption/rent insurance or other insurance maintained with respect to the Premises.

JUDGMENTS AND AWARDS

All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Premises, including any awards for damages sustained to the Premises, for a temporary taking, change of grade of streets or taking of access.

INTANGIBLES

All contracts, licenses, permits, management records, files, consents, governmental approvals and intangibles used, useful or required in the ownership and management of the Premises together with all soil reports, building permits, variances, licenses, utility permits and other permits and agreements relating to the construction or equipping of the improvements on the Premises or the operation or maintenance of the Premises including, without limitation, all warranties and contract rights.

PLANS AND SPECIFICATIONS

All plans and specifications, all surveys, site plans, working drawings and papers relating to the Premises including, without limitation, all architectural and site plans prepared.

BUILDING SUPPLIES

All building supplies and materials ordered or purchased for use in connection with the construction and equipping of the improvements on the Premises.

MANAGEMENT AND SERVICE AGREEMENTS

All rights and interests of Grantor in and under any and all management, service and other agreements relating to the management, service, operation, maintenance and repair of the Premises or the buildings and improvements thereon.

It is specifically understood that the enumeration of any specific articles of property shall not exclude or be held to exclude any items of property not specifically mentioned. All of the Premises hereinabove described, real, personal and mixed, whether affixed or annexed or not, and all rights hereby conveyed and secured are intended to be as a unit and are hereby understood and agreed and declared to be appropriated to the use of the Premises, and shall for the purposes of this Deed of Trust be deemed to be part of the Premises and conveyed and secured hereby.

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TO HAVE AND TO HOLD the Premises unto Trustee, in trust forever for the benefit of Beneficiary, with power of sale and right of entry and possession, in order to secure the payment and performance of the Secured Obligations.

PROVIDED NEVERTHELESS, that if Borrower shall:

(a) pay to Beneficiary the Obligations owing under the Credit Agreement, the Notes and the other Loan Documents according to the terms thereof, the terms and conditions of which are incorporated herein by reference and made a part hereof, together with any extensions, renewals, amendments, modifications or replacements thereof, due and payable with interest thereon at the Note Rates on the Maturity Date;

(b) pay to Beneficiary, at the times demanded and with interest thereon at the Default Rate, all sums advanced (i) in protecting the Lien of this Deed of Trust, (ii) in payment of taxes on the Premises, (iii) in payment of insurance premiums covering improvements thereon, (iv) in payment of principal and interest on prior Liens, (v) in payment of expenses and attorney's fees herein provided for and (vi) all sums advanced for any other purpose authorized herein; and

(c) keep and perform all of the covenants and agreements of the Credit Agreement, the Notes and the other Loan Documents;

then this Deed of Trust shall become null and void and be released, the Premises shall be reconveyed to Grantor or the title thereto shall be revested according to applicable law, all at Grantor's expense. All such obligations, together with interest thereon, are herein collectively referred to as the "Secured Obligations".

AND IT IS FURTHER COVENANTED AND AGREED AS FOLLOWS:

ARTICLE 1.

GENERAL COVENANTS, AGREEMENTS, WARRANTIES

1.1 Payment of Secured Obligations; Observance of Covenants. Grantor shall duly and punctually pay or cause payment of each and every installment of principal and interest on the Notes and the Secured Obligations, as and when the same shall become due, and shall duly and punctually perform and observe or cause the performance and observance of all of the covenants, agreements and provisions contained in this Deed of Trust, the Credit Agreement, the Notes and the other Loan Documents.

1.2 Maintenance; Repairs. Grantor shall not abandon the Premises, shall keep and maintain the Premises in good condition, repair and operating condition, normal wear and tear excluded, free from any waste or misuse, and shall promptly repair or restore any buildings, improvements or structures now or hereafter on the Premises which may become damaged or destroyed to their condition prior to any such damage or destruction. Grantor further agrees that it will not expand any improvements on the Premises, erect any new improvements on the Premises, make any material alterations in any improvements on the Premises or remove or demolish any improvements on the Premises; provided nothing herein shall preclude Grantor from taking the foregoing actions which Grantor deems necessary or desirable to the continued use of the Premises for Borrower's current business purposes and which will not decrease the market value of the Premises. Grantor shall complete within a reasonable time any improvements now or at any time in the process of construction or remodeling on the Premises.

Notwithstanding the foregoing, Grantor shall not take any actions prohibited under the Credit Agreement.

1.3 Compliance with Laws. Grantor shall comply with all requirements of law, municipal ordinances and regulations affecting the Premises, shall comply with all private restrictions and covenants affecting the Premises and shall not acquiesce in or seek any rezoning classification affecting the Premises.

1.4 Payment of Operating Costs: Prior Deed of Trusts and Liens. Grantor shall pay all operating costs and expenses of the Premises, shall keep the Premises free from Liens, other than Permitted Liens, and shall pay when due all indebtedness which may be secured by any mortgage, lien or charge on the Premises.

1.5 Payment of Impositions. Grantor shall pay when due (or with respect to real estate taxes, prior to becoming delinquent) and in any event before any penalty attaches all taxes, assessments, governmental charges, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever assessed or charged against or constituting a Lien on the Premises or any interest therein ("Impositions") and will upon demand furnish to Beneficiary proof of the payment of any such Impositions. In the event of a court decree or an enactment after the date hereof by any legislative authority of any law imposing upon Trustee or Beneficiary the payment of the whole or any part of the Impositions herein required to be paid by Grantor, or changing in any way the laws relating to the taxation of mortgages or deeds of trust or debts secured by mortgages or deeds of trust or a lender's interest in the Premises, so as to impose such Imposition on Trustee or Beneficiary or on the interest of Trustee or Beneficiary in the Premises, then, in any such event, Grantor shall bear and pay the full amount of such Imposition, provided that if for any reason payment by Grantor of any such Imposition would be unlawful, or if the payment thereof would constitute usury or render the Secured Obligations wholly or partially usurious, Beneficiary, at its option, may declare the whole sum secured by this Deed of Trust with interest thereon to be immediately due and payable, or Beneficiary, at its option, may pay that amount or portion of such Imposition as renders the Secured Obligations unlawful or usurious, in which event Grantor shall concurrently therewith pay the remaining lawful and non-usurious portion or balance of said Imposition.

1.6 Contest of Impositions. Grantor shall not be required to pay, discharge or remove any Imposition so long as Grantor shall in good faith contest the same or the validity thereof by appropriate legal proceedings which shall operate to prevent the collection of the Imposition so contested and the sale of the Premises, or any part thereof, to satisfy the same, provided that Grantor shall, prior to the date such Imposition is due and payable, have given such reasonable security as may be demanded by Beneficiary to insure such payments plus interest or penalties thereon, and prevent any sale or forfeiture of the Premises by reason of such nonpayment. Any such contest shall be prosecuted with due diligence and Grantor shall promptly after final determination thereof pay the amount of any such Imposition so determined, together with all interest and penalties which may be payable in connection therewith. Notwithstanding these provisions, Grantor shall (and if Grantor shall fail so to do, Beneficiary, may but shall not be required to) pay any such Imposition notwithstanding such contest if in the reasonable opinion of Beneficiary, the Premises shall be in immediate danger of being forfeited or foreclosed.

1.7 Protection of Security. Grantor shall promptly notify Beneficiary of and appear in and defend any suit, action or proceeding that affects the Premises or the rights or interest of Beneficiary hereunder and Beneficiary may elect to appear in or defend any such action or proceeding. Grantor agrees to indemnify and reimburse Beneficiary from any and all loss,

damage, expense or cost arising out of or incurred in connection with any such suit, action or proceeding, including costs of evidence of title and reasonable attorney's fees and such amounts together with interest thereon at the Default Rate shall become additional "Secured Obligations" and shall become immediately due and payable.

1.8 Annual Statements. Grantor shall furnish to Beneficiary the financial statements, and such other information, as may be required by the Credit Agreement.

1.9 Additional Assurances. Grantor agrees upon reasonable request by Beneficiary to execute and deliver such further instruments, deeds and assurances, including financing statements under the UCC (as defined below) and do or cause such further acts as may be necessary or proper to carry out more effectively the purposes of this Deed of Trust, and without limiting the foregoing, to make subject to the Lien hereof any property agreed to be subjected hereto or covered by the granting clause hereof, or intended so to be. Grantor agrees to pay any recording fees, filing fees, taxes or other charges arising out of or incident to the filing or recording of this Deed of Trust, such further assurances and instruments and the issuance and delivery of the Notes.

1.10 Title. Grantor is the lawful owner of and has a good and marketable fee simple title to the Premises and will warrant and defend its title to the same free of all Liens, other than Permitted Liens, and has good right and lawful authority to grant, bargain, sell, convey, confirm and grant a security interest in the Premises as provided herein. The Premises is not, and shall not be, subject to any right of first refusal, right of first offer, option to purchase or lease, except for any Permitted Liens or pursuant to the agreements set forth on Schedule 4.15 to the Credit Agreement.

1.11 Credit Agreement. This Deed of Trust is the Mortgage referred to in and is also given as security for the due and punctual performance, observance and payment by Borrower of the terms and conditions set forth in the Credit Agreement, the terms and conditions of which are incorporated herein by reference. In addition to its remedies hereunder, Beneficiary may, but shall not be required to, avail itself of any or all of the rights and remedies available to it under the Credit Agreement, and any sums expended by Beneficiary in availing itself of such rights and remedies shall bear interest thereon at the rates specified in the Credit Agreement and shall be Secured Obligations, and shall be payable to Beneficiary immediately upon demand; provided, that no such payment by Beneficiary shall be considered as waiving any Event of Default.

ARTICLE 2.

UNIFORM COMMERCIAL CODE SECURITY AGREEMENT

2.1 Security Agreement. This Deed of Trust shall constitute a security agreement as defined in the Uniform Commercial Code of the State of Nebraska (the "UCC") in the items described in the granting clauses of this Deed of Trust (the "Collateral"). Any Collateral installed in or used in the Premises are to be used by Grantor solely for Grantor's business purposes or as the equipment and fixtures leased or furnished by Grantor, as landlord, to tenants of the Premises and, except as provided herein or in the Credit Agreement, such Collateral will be kept at the buildings on the Premises and will not be removed therefrom other than in the ordinary course of business without the consent of Beneficiary and may be affixed to such buildings but will not be affixed to any other real estate. The remedies of Beneficiary hereunder are cumulative and separate, and the exercise of any one or more of the remedies provided for herein or under the UCC shall not be construed as a waiver of any of the other rights of

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Beneficiary including having any Collateral deemed part of the realty upon any foreclosure thereof. If notice to any party of the intended disposition of the Collateral is required by applicable law in a particular instance, such notice shall be deemed commercially reasonable if given at least 10 days prior to such intended disposition and may be given by advertisement in a newspaper accepted for legal publications either separately or as part of a notice given to foreclose the real property under judicial sale or power or sale or may be given by private notice if such parties are known to Beneficiary. Neither the grant of a security interest pursuant to this Deed of Trust nor the filing of a financing statement pursuant to the UCC shall ever impair the stated intention of this Deed of Trust that all Collateral comprising the Premises and at all times and for all purposes and in all proceedings both legal or equitable shall be regarded as part of the real property conveyed and secured hereunder irrespective of whether such item is physically attached to the real property or any such item is referred to or reflected in a financing statement. Grantor grants Beneficiary the right to prepare and file all financing statements that may from time to time be reasonably required by Beneficiary to establish, perfect and continue the priority of Beneficiary's security interest in the Collateral and shall pay all reasonable expenses incurred by Beneficiary in connection with the renewal or extensions of any financing statements executed in connection with the Premises; and shall give advance written notice of any proposed change in Grantor's name, identity or structure and will execute and deliver to Beneficiary prior to or concurrently with such change all additional financing statements that Beneficiary may reasonably require to establish and perfect the priority of Beneficiary's security interest.

2.2 Maintenance of Property. Subject to the provisions of this Section 2.2, in any instance where Grantor in its sound discretion determines that any Collateral subject to a security interest under this Deed of Trust has become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary for the operation of the Premises, Grantor may, at its expense, remove and dispose of it and substitute and install other items not necessarily having the same function, provided, that such removal and substitution shall not impair the operating utility and unity of the Premises. All substituted items shall become a part of the Premises and subject to the Lien of this Deed of Trust. Any amounts received or allowed by Grantor upon the sale or other disposition of the removed items of Collateral shall be applied first against the cost of acquisition and installation of the substituted items. Nothing herein contained shall be construed to prevent any tenant from removing from the Premises trade fixtures, furniture and equipment installed by the tenant and removable by the tenant under the terms of a lease, on the condition, however, that the tenant shall at its own cost and expense, repair any and all damages to the Premises resulting from or caused by the removal thereof.

2.3 Fixture Filing. THIS DEED OF TRUST SHALL BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING WITH RESPECT TO ALL GOODS CONSTITUTING A PART OF THE COLLATERAL WHICH ARE OR ARE TO BECOME FIXTURES RELATED TO THE PREMISES. FOR PURPOSES OF THE UCC THE FOLLOWING INFORMATION IS FURNISHED:

(a) The name and address of the debtor and record owner of the Collateral described in this instrument is:

Omaha Industries, Inc.
7071 N. 87th Street
Omaha, Nebraska 68122

(b) Debtor's Federal Tax ID No.: 47-0618144

- (c) The name and address of the secured party is:

First National Bank of Omaha
11404 West Dodge Road
Omaha, Nebraska 68154

- (d) Information concerning the security interest evidenced by this instrument may be obtained from the secured party at its address above.
- (e) This document covers goods which are or are to become fixtures.

ARTICLE 3.

INSURANCE AND ESCROWS

3.1 Insurance. Grantor shall obtain, pay for and keep in full force and effect during the term of this Deed of Trust at its sole cost and expense the insurance required in the Credit Agreement.

3.2 Escrows. Upon the occurrence of an Event of Default, Grantor shall deposit with Beneficiary, or at Beneficiary's request, with its servicing agent, on the first day of each and every month hereafter as a deposit to pay the costs of taxes, assessments and insurance premiums next due with respect to the Premises ("Charges"):

- (a) Initially a sum such that the amounts to be deposited pursuant to (b) next and such initial sum shall equal the estimated Charges for the next due payment; and
- (b) Thereafter an amount equal to one-twelfth (1/12th) of the estimated annual Charges due on the Premises.

Beneficiary will, upon the presentation to Beneficiary by Grantor of the bills therefor, pay the Charges from such deposits. In the event the deposits on hand shall not be sufficient to pay all of the estimated Charges when the same shall become due from time to time, or the prior deposits shall be less than the currently estimated monthly amounts, then Grantor shall pay to Beneficiary on demand any amount necessary to make up the deficiency. The excess of any such deposits shall be credited to subsequent payments to be made for such items. If an Event of Default shall occur, Beneficiary may, at its option, without being required so to do, apply any deposits on hand to the Secured Obligations, in such order and manner as Beneficiary may elect. When the Secured Obligations have been fully paid, any remaining deposits shall be returned to Grantor as its interest may appear. All deposits are hereby pledged as additional security for the Secured Obligations, shall be held for the purposes for which made as herein provided, may be held by Beneficiary or its servicing agent and may be commingled with other funds of Beneficiary, or its servicing agent, shall be held without any allowance of interest thereon and shall not be subject to the decision or control of Grantor. Neither Beneficiary nor its servicing agent shall be liable for any act or omission made or taken in good faith. In making any payments, Beneficiary or its servicing agent may rely on any statement, bill or estimate procured from or issued by the payee without inquiry into the validity or accuracy of the same. If the taxes shown in the tax statement shall be levied on property more extensive than the Premises, then the amounts escrowed shall be based on the entire tax bill and Grantor shall have no right to require an apportionment and Beneficiary or its servicing agent may pay the entire tax bill notwithstanding that such taxes pertain in part to other property and Beneficiary shall be under no duty to seek a tax division or apportionment of the tax bill.

ARTICLE 4.**APPLICATION OF INSURANCE AND AWARDS**

4.1 Damage or Destruction of the Premises. Grantor shall give Beneficiary prompt notice of any damage to or destruction of the Premises and in case of loss covered by policies of insurance Beneficiary is hereby authorized at its option to settle and adjust any claim arising out of such policies and collect and receipt for the proceeds payable therefrom; provided, that Grantor may itself adjust and collect for any losses arising out of a single occurrence aggregating not in excess of \$100,000. Any expense incurred by Beneficiary in the adjustment and collection of insurance proceeds (including the cost of any independent appraisal of the loss or damage on behalf of Beneficiary) shall be reimbursed to Beneficiary first out of any proceeds. The proceeds or any part thereof shall be applied to the restoration or repair of the Premises; provided, however, if an Event of Default has occurred and is continuing, the proceeds or any part thereof shall be applied to reduction of the Secured Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Premises, the choice of application to be solely at the discretion of Beneficiary.

4.2 Condemnation. Grantor shall give Beneficiary prompt notice of any actual or threatened condemnation or eminent domain proceedings affecting the Premises and hereby assigns, transfers, and sets over to Beneficiary the entire proceeds of any award or claim for damages or settlement in lieu thereof for all or any part of the Premises taken or damaged under such eminent domain or condemnation proceedings, Beneficiary being hereby authorized to intervene in any such action and to collect and receive from the condemning authorities and give proper receipts and acquittances for such proceeds. Grantor will not enter into any agreements with the condemning authority permitting or consenting to the taking of the Premises or agreeing to a settlement unless prior written consent of Beneficiary is obtained. Any expenses incurred by Beneficiary in intervening in such action or collecting such proceeds, including reasonable attorney's fees, shall be reimbursed to Beneficiary first out of the proceeds. The proceeds or any part thereof shall be applied upon or in reduction of the Secured Obligations then most remotely to be paid, whether due or not, or to the restoration or repair of the Premises, the choice of application to be solely at the discretion of Beneficiary.

4.3 Disbursement of Insurance and Condemnation Proceeds. Any restoration or repair shall be done under the supervision of an architect acceptable to Beneficiary and pursuant to plans and specifications approved by Beneficiary. In any case where Beneficiary may elect to apply the proceeds to repair or restoration or permit Grantor to so apply the proceeds they shall be held by Beneficiary for such purposes and will from time to time be disbursed by Beneficiary to defray the costs of such restoration or repair under such safeguards and controls as Beneficiary may establish to assure completion in accordance with the approved plans and specifications and free of Liens or claims. Grantor shall on demand deposit with Beneficiary any sums necessary to make up any deficits between the actual cost of the work and the proceeds and provide such Lien waivers and completion bonds as Beneficiary may reasonably require. Any surplus which may remain after payment of all costs of restoration or repair may at the option of Beneficiary be applied on account of the Secured Obligations then most remotely to be paid, whether due or not, or shall be returned to Grantor as its interest may appear, the choice of application to be solely at the discretion of Beneficiary.

ARTICLE 5.

LEASES AND RENTS

5.1 Grantor to Comply with Leases. Grantor will, at its own cost and expense:

(a) provide Beneficiary copies of all lease(s) of the Premises (whenever the term "lease" is used herein in the context where Grantor is the lessor / sublessor, the term "lease" includes any sublease);

(b) faithfully abide by, perform and discharge each and every obligation, covenant and agreement under any lease(s) to be performed by the lessor / sublessor thereunder;

(c) enforce or secure the performance of each and every material obligation, covenant, condition and agreement of said lease(s) by the tenants thereunder to be performed;

(d) not borrow against, pledge or further assign any rents due under said lease(s);

(e) not permit the prepayment of any rents for more than the next accruing installment of rents, nor anticipate, discount, compromise, forgive or waive any rents;

(f) not consent to a subordination of any lease(s) to any party other than Beneficiary and then only if specifically required by Beneficiary; and

(g) not permit any tenant to assign or sublet its interest in its lease.

5.2 Beneficiary's Right to Perform Under Leases. Should Grantor fail to perform, comply with or discharge any obligations of Grantor under any lease or should Beneficiary become aware of or be notified by any tenant under any lease of a failure on the part of Grantor to so perform, comply with or discharge its obligations under said lease, Beneficiary may, but shall not be obligated to, and without further demand upon Grantor, and without waiving or releasing Grantor from any obligation in this Deed of Trust contained, remedy such failure, and Grantor agrees to repay upon demand all sums reasonably incurred by Beneficiary in remedying any such failure together with interest at the Default Rate. All such sums, together with interest as aforesaid shall become additional Secured Obligations, but no such advance shall be deemed to relieve Grantor from any default hereunder.

5.3 Assignment of Leases and Rents. To further secure the Secured Obligations, Grantor does hereby sell, assign and transfer unto Beneficiary all of the leases, rents, income and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any agreement for the use or occupancy of the Premises, it being the intention of this Deed of Trust to establish an absolute and present transfer and assignment of all such leases and agreements and all of the rents, income and profits from the Premises unto Beneficiary and not just additional security, and Grantor does hereby irrevocably appoint Beneficiary its true and lawful attorney in its name and stead, which appointment is coupled with an interest, to collect all of said rents, income and profits; provided, Beneficiary grants Grantor the privilege, revocable, to collect and retain such rents, income and profits unless and until an Event of Default shall occur. Upon an Event of Default and whether before or after the institution of legal proceedings to sell the Premises or to foreclose the Lien hereof or before or after sale of the Premises, Beneficiary, and without regard to waste, adequacy of the security or solvency of Grantor or existence or waiver of any deficiency, may revoke the licenses granted Grantor hereunder and may, at its option, without notice:

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(a) in person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, give, or require Grantor to give, notice to any or all tenants under any lease authorizing and directing the tenant to pay such rents and profits to Beneficiary; collect all of the rents, income and profits; enforce the payment thereof and exercise all of the rights of the landlord under any lease and all of the rights of Beneficiary hereunder; may enter upon, take possession of, manage and operate said Premises, or any part thereof, may cancel, enforce or modify any leases, and fix or modify rents, and do any acts which Beneficiary deems proper to protect the security hereof with or without taking possession of said Premises; or

(b) apply for the appointment of a receiver in accordance with the statutes and law made and provided for, which receivership Grantor hereby consents to, who shall collect the rents, profits and all other income of any kind; manage the Premises so as to prevent waste; execute leases within or beyond the period of receivership, and apply the rents, profits and income in the following order:

- (i) to payment of all reasonable fees of any receiver appointed hereunder,
- (ii) to application of tenant's security deposits as may be required by law,
- (iii) to payment when due of prior or current real estate taxes or special assessments with respect to the Premises or, if the Deed of Trust so requires, to the periodic escrow for payment of the taxes or special assessments then due,
- (iv) to payment when due of premiums for insurance of the type required by the Deed of Trust or, if the Deed of Trust so requires, to the periodic escrow for the payment of premiums then due,
- (v) to payment of all expenses for normal maintenance of the Premises,
- (vi) to the Secured Obligations, whether or not before or after judicial or trustee's sale.

The entering upon and taking possession of the Premises, the collection of such rents and profits and the application thereof as aforesaid shall not cure or waive any defaults under this Deed of Trust nor in any way operate to prevent Beneficiary from pursuing any other remedy which it may now or hereafter have under the terms of this Deed of Trust nor shall it in any way be deemed to constitute Beneficiary a mortgagee-in-possession. The rights and powers of Beneficiary hereunder shall remain in full force and effect both prior to and after any enforcement of the Lien of this Deed of Trust and any sale pursuant hereto, regardless of whether a deficiency remains from said sale. The purchaser at any foreclosure sale, including Beneficiary, shall have the right, at any time and without limitation, to advance money to any receiver appointed hereunder to pay any part or all of the items which the receiver would otherwise be authorized to pay if cash were available from the Premises and the sum so advanced, with interest at the Default Rate, or if the Notes have been extinguished, at the highest rate set forth in the Notes, shall be a part of the sum required to be paid to redeem from any foreclosure sale. The rights hereunder shall in no way be dependent upon and shall apply without regard to whether the Premises are in danger of being lost, materially injured or damaged or whether the Premises are adequate to discharge the Secured Obligations. The rights contained herein are in addition to and shall be cumulative with the rights given in any separate instrument, if any, assigning any leases, rents and profits of the Premises and shall not amend or modify the rights in any such separate agreement.

5.4 Present Assignment and License. The assignment of the rents and leases contained herein is a perfected, absolute and present assignment of the rents and lease(s), provided however, that Beneficiary grants to Grantor a revocable license to:

(a) collect, but not prior to accrual, the rents, and to retain, use and enjoy the same; and

(b) take "in the ordinary course of business" Leasing Actions (as defined below) provided prompt notification is given to Beneficiary of any such Leasing Action.

As used herein the term "in the ordinary course of business" means acting as a prudent and responsible landlord would under similar circumstances with due regard for the maintenance of the income stream provided by the lease(s). As used herein the term "Leasing Actions" shall mean all of the following rights of Grantor:

(i) the right to waive, excuse, condone or in any manner release or discharge the tenants of or from the obligations, covenants, conditions and agreements by any tenant to be performed under the lease(s);

(ii) the right to terminate any lease(s);

(iii) the right to amend or modify any lease(s) or alter the obligations of the parties thereunder without the consent of Beneficiary;

(iv) the right to accept a surrender of any lease(s) prior to its expiration date; and

(v) the right to exercise the remedies of the landlord under the lease(s) by reason of any default by the tenant(s) thereunder.

Beneficiary at its sole election may revoke any such licenses granted to Grantor upon the occurrence of an Event of Default. In the event Beneficiary exercises any remedy under this Deed of Trust, Grantor agrees to immediately forfeit, surrender and deliver to Beneficiary all rights of possession of the Premises and shall deliver to Beneficiary all rents and profits accruing from the Premises.

ARTICLE 6.

RIGHTS OF LENDER

6.1 Right to Cure Default. If Grantor shall fail to comply with any of the covenants or obligations of this Deed of Trust, Beneficiary may, but shall not be obligated to, without further notice to Grantor, and without waiving or releasing Grantor from any obligation in this Deed of Trust contained, remedy such failure, and Grantor agrees to repay upon demand all sums incurred by Beneficiary in remedying any such failure together with interest at the Default Rate. All such sums, together with interest as aforesaid shall become additional Secured Obligations, but no such advance shall be deemed to relieve Grantor from any failure hereunder.

6.2 No Claim Against Beneficiary. Nothing contained in this Deed of Trust shall constitute any consent or request by Beneficiary, express or implied, for the performance of any labor or services or for the furnishing of any materials or other property in respect of the Premises or any part thereof, nor as giving Grantor or any party in interest with Grantor any

right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property, in each case, in such fashion as would create any personal liability against Beneficiary in respect thereof or would permit the making of any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the Lien of this Deed of Trust.

6.3 Inspection. Grantor will permit Beneficiary's authorized representatives to enter the Premises at reasonable times for the purpose of inspecting the same; provided Beneficiary shall have no duty to make such inspections and shall not incur any liability or obligation for making or not making any such inspections.

6.4 Waivers; Releases; Resort to Other Security, Etc. Without affecting the liability of any party liable for payment of any Secured Obligations or performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time, and without notice to or the consent of Grantor or any party in interest with the Premises or the Secured Obligations:

(a) release any person liable for payment of all or any part of the Secured Obligations or for performance of any obligation herein;

(b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Secured Obligations or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the Lien or charge hereof;

(c) accept any additional security;

(d) release or otherwise deal with any property, real or personal, including any or all of the Premises, including making partial releases of the Premises; or

(e) resort to any security agreements, pledges, contracts of guarantee, assignments of rents and leases or other securities, and exhaust any one or more of said securities and the security hereunder, either concurrently or independently and in such order as it may determine.

6.5 Waiver and Consent. Grantor hereby waives to the full extent lawfully allowed the benefit of any homestead, appraisalment, evaluation, stay and extension laws now or hereinafter in force. Grantor hereby waives any rights available with respect to marshaling of assets so as to require the separate sales of any portions of the Premises, or so as to require Beneficiary to exhaust its remedies against a specific portion of the Premises before proceeding against other portions of the Premises, or so as to require Beneficiary to exhaust its remedies against the Premises or any other real property or personal property securing the Secured Obligations (whether located in the State of Nebraska or any other state) before proceeding against the Premises or any such other real property or personal property securing the Secured Obligations. Grantor does hereby expressly consent to and authorize the sale of the Premises or any part thereof as a single unit or parcel. Grantor also hereby waives any and all rights of reinstatement and redemption from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Grantor, and each and every person acquiring any interest in, or title to the Premises described herein subsequent to the date of this Deed of Trust, and on behalf of all other persons to the extent permitted by applicable law. Grantor specifically consents to Beneficiary's enforcement of the Lien of this Deed of Trust and of any other mortgages, deeds of trust and instruments securing the Secured Obligations, by judicial action in one or more courts, or by any other manner provided by law, including foreclosure without

redemption and nonjudicial foreclosure, and such actions may occur simultaneously or in any order that Beneficiary may determine in its sole discretion.

6.6 Business Loan Representation. Grantor represents and warrants to Beneficiary that the indebtedness evidenced by the Notes constitutes business loans transacted solely for the purpose of carrying on the business of Grantor and not a consumer transaction and that the Premises do not constitute the homestead of Grantor.

ARTICLE 7.

EVENTS OF DEFAULT AND REMEDIES

7.1 Events of Default. An event of default ("Event of Default") shall occur under this Deed of Trust upon the occurrence of an Event of Default under the Credit Agreement (as the term "Event of Default" is defined in the Credit Agreement).

7.2 Certain Remedies. If an Event of Default shall occur, Beneficiary may (but shall have no obligation to) exercise any one or more of the following remedies, without notice (unless notice is required by applicable statute):

(a) Acceleration; Termination. Beneficiary may at any time and from time to time declare any or all of the Secured Obligations immediately due and payable. Upon any such declaration, such Secured Obligations shall thereupon be immediately due and payable without presentment, demand, protest, notice of protest, notice of acceleration or of intention to accelerate or any other notice or declaration of any kind, all of which are hereby expressly waived by Grantor.

(b) Enforcement of Assignment of Lease and Rents. Beneficiary may take any of the actions described in Article 5 hereof with or without taking possession of any portion of the Premises or taking any action with respect to such possession.

(c) Judicial Foreclosure or Trustee's Sale on Default. At the option of the Beneficiary, this Deed of Trust may be foreclosed in the manner provided by law for the judicial foreclosure of mortgages on real property or may be sold in the manner provided in the Nebraska Trust Deeds Act under the power of sale conferred upon the Trustee hereunder.

In the event that the Premises is sold pursuant to the power of sale conferred upon Trustee hereunder, Trustee shall cause to be filed of record a written notice of default and election to sell such property. After the lapse of such time as then may be required by law following recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Grantor, shall sell the Premises, either as a whole or in separate parcels, and in such order as it or Beneficiary may determine at public auction to the highest bidder. Trustee may postpone the sale of all or any portion of the Premises by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recital in such deed of any matters of fact or otherwise shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee or Beneficiary, may purchase at such sale. Trustee may also sell at any such sale and as part thereof any Collateral securing the Secured Obligations, and Grantor waives demand and notice of such sale. The Trustee shall apply the proceeds of the Trustee's sale, first, to the costs and expenses of exercising the power of sale and of the

sale, including the payment of Trustee's fees actually incurred, second, to the payment of the obligations secured by this Deed of Trust as provided in Section 7.4 hereof, third, to the payment of junior deeds of trust, mortgages or other liens, and the balance, if any, to the person or persons legally entitled thereto..

(d) UCC. Without limitation of Beneficiary's rights of enforcement with respect to the Collateral or any part thereof in accordance with the procedures for foreclosure of real estate, Beneficiary may exercise its rights of enforcement with respect to the Collateral or any part thereof under the UCC, as in effect from time to time (or under the Uniform Commercial Code in force, from time to time, in any other state to the extent the same is applicable law) and in conjunction with, in addition to or in substitution for those rights and remedies: (i) Beneficiary may enter upon Grantor's premises to take possession of, assemble and collect the Collateral or, to the extent and for those items of the Collateral permitted under applicable law, to render it unusable; (ii) Beneficiary may require Grantor to assemble the Collateral and make it available at a place Beneficiary designates which is mutually convenient to allow Beneficiary to take possession or dispose of the Collateral; (iii) written notice mailed to Grantor as provided herein at least 10 days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice; provided that, if Beneficiary fails to comply with this clause (iii) in any respect, its liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the UCC, as in effect from time to time (or under the Uniform Commercial Code, in force, from time to time, in any other state to the extent the same is applicable law); (iv) any sale made pursuant to the provisions of this paragraph (d) shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with and upon the same notice as required for the sale of the Premises under power of sale as provided in paragraph (c) above in this Section 7.2; (v) in the event of a foreclosure sale, whether made by Trustee under the terms hereof, or under judgment of a court, the Collateral and the other Premises may, at the option of Beneficiary, be sold as a whole; (vi) it shall not be necessary that Beneficiary take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this Section 7.2 is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale; (vii) with respect to application of proceeds from disposition of the Collateral under Section 7.2(c) hereof, the costs and expenses incident to disposition shall include the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Beneficiary; (viii) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the Secured Obligations or as to the occurrence of any Event of Default, or as to Beneficiary having declared all of such Secured Obligations to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Beneficiary, shall be taken as prima facie evidence of the truth of the facts so stated and recited; (ix) Beneficiary may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Beneficiary, including the sending of notices and the conduct of the sale, but in the name and on behalf of Beneficiary; (x) Beneficiary may comply with any applicable state or federal law or regulatory requirements in connection with a disposition of the Collateral, and such compliance will not be considered to affect adversely the commercial reasonableness of any sale of the Collateral; (xi) Beneficiary may sell the Collateral without giving any warranties as to the Collateral, and specifically disclaim all warranties including, without limitation, warranties relating to title, possession, quiet enjoyment and the like, and all warranties of quality, merchantability and fitness for a specific purpose, and this procedure will not be considered to affect adversely the commercial reasonableness of any sale of the Collateral; (xii) Grantor acknowledges that a private sale of the Collateral may result in less proceeds than a public sale; and (xiii) Grantor

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acknowledges that the Collateral may be sold at a loss to Grantor, and that, in such event, subject to applicable law, Beneficiary shall have no liability or responsibility to Grantor for such loss.

(e) Lawsuits. Beneficiary may, to the fullest extent permitted by applicable law, proceed by a suit or suits in equity or at law, whether for collection of the Secured Obligations, the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Premises under the judgment or decree of any court or courts of competent jurisdiction.

(f) Entry on Premises. Beneficiary is authorized, prior or subsequent to the institution of any foreclosure proceedings, to the fullest extent permitted by applicable law, to enter upon the Premises, or any part thereof, and to take possession of the Premises and all books and records, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics relating thereto, and to exercise without interference from Grantor any and all rights which Grantor has with respect to the management, possession, operation, protection or preservation of the Premises. Beneficiary shall not be deemed to have taken possession of the Premises or any part thereof except upon the exercise of its right to do so, and then only to the extent evidenced by its demand and overt act specifically for such purpose. All costs, expenses and liabilities of every character incurred by Beneficiary in managing, operating, maintaining, protecting or preserving the Premises shall constitute a demand obligation of Grantor (which obligation Grantor hereby promises to pay) to Beneficiary pursuant to this Deed of Trust. If necessary to obtain the possession provided for above, Beneficiary may invoke any and all legal remedies to dispossess Grantor. In connection with any action taken by Beneficiary pursuant to this Section 7.2, Beneficiary shall not be liable for any loss sustained by Grantor resulting from any failure to let the Premises or any part thereof, or from any act or omission of Beneficiary in managing the Premises unless such loss is caused by the gross negligence or willful misconduct of Beneficiary, nor shall Beneficiary be obligated to perform or discharge any obligation, duty or liability of Grantor arising under any lease or other agreement relating to the Premises or arising under any Permitted Lien or otherwise arising. Grantor hereby assents to, ratifies and confirms any and all lawful actions of Beneficiary with respect to the Premises taken under this Section 7.2.

(g) Receiver. Beneficiary shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Premises whether such receivership be incident to a proposed sale (or sales) of such Premises or otherwise, and without regard to the value of the Premises or the solvency of any person or persons liable for the payment of the Secured Obligations, and Grantor does hereby irrevocably consent to the appointment of such receiver or receivers, waives notice of such appointment, of any request therefor or hearing in connection therewith, and any and all defenses to such appointment, agrees not to oppose any application therefor by Beneficiary, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Beneficiary to application of leases and rents as provided in this Deed of Trust. Nothing herein is to be construed to deprive Beneficiary of any other right, remedy or privilege it may have under applicable law to have a receiver appointed. Any money advanced by Beneficiary in connection with any such receivership shall be a demand obligation (which obligation Grantor hereby promises to pay) owing by Grantor to Beneficiary pursuant to this Deed of Trust.

(h) Powers of Beneficiary. Beneficiary may, either directly or through an agent or court-appointed receiver, and without regard to the adequacy of any security for the Secured Obligations:

(i) enter, take possession of, manage, operate, protect, preserve and maintain, and exercise any other rights of an owner of, the Premises, and use any other properties or facilities of Grantor relating to the Premises, all without payment of rent or other compensation to Grantor;

(ii) enter into such contracts and take such other action as Beneficiary deems appropriate to complete all or any part of the improvements or any other construction on the Land, subject to such modifications and other changes in the improvements or the plan of development as Beneficiary may deem appropriate;

(iii) make, cancel, enforce or modify leases, obtain and evict tenants, fix or modify rents and, in its own name or in the name of Grantor, otherwise conduct any business of Grantor in relation to the Premises and deal with Grantor's creditors, debtors, tenants, agents and employees and any other persons having any relationship with Grantor in relation to the Premises, and amend any contracts between them, in any manner Beneficiary may determine in its commercially reasonable judgment;

(iv) either with or without taking possession of the Premises, notify obligors on any contracts that all payments and other performance are to be made and rendered directly and exclusively to Beneficiary, and in its own name supplement, modify, amend, renew, extend, accelerate, accept partial payments or performance on, make allowances and adjustments and issue credits with respect to, give approvals, waivers and consents under, release, settle, compromise, compound, sue for, collect or otherwise liquidate, enforce or deal with any contracts or other rights, including collection of amounts past due and unpaid;

(v) endorse, in the name of Grantor, all checks, drafts and other evidences of payment relating to the Premises, and receive, open and dispose of all mail addressed to Grantor; and

(vi) take such other action as Beneficiary deems appropriate to protect the Lien of this Deed of Trust.

(i) Termination of Commitment to Lend. Beneficiary may terminate any commitment or obligation to lend or disburse funds under the Credit Agreement, the Notes or the other Loan Documents or enter into any other credit arrangement to or for the benefit of Borrower.

(j) Due on Sale or Mortgaging, Etc. In the event of a Transfer (as defined below) without the written consent of Beneficiary being first obtained, whether voluntarily, involuntarily or by operation of law, then at the sole option of Beneficiary, Beneficiary may upon notice to Grantor declare the entire unpaid principal balance of the Notes together with all other Secured Obligations to be immediately due and payable in full. Any such payment shall be subject to the requirements, if any, in the Notes providing for the payment of a prepayment premium or penalty. A consent by Beneficiary as to any one Transfer shall not be deemed to be a waiver of the right to require consent to a future Transfer. As used herein, the term "Transfer" shall include (a) any sale, pledge, assignment, mortgage, encumbrance, security interest, consensual lien, hypothecation, transfer or divesture or otherwise of or in Grantor's legal or equitable interest in the Premises or (b) any Change of Control; whether or not of record and whether or not for consideration shall be deemed a Transfer.

(k) Other Rights and Remedies. Beneficiary may exercise any and all other rights and remedies which Beneficiary may have under the Credit Agreement, the Notes and the other Loan Documents, or at law or in equity or otherwise.

(l) Attorney Fees. If any Loan Document is placed in the hands of an attorney for collection, by suit or otherwise, or to enforce collection by foreclosure (whether judicially or by power of sale) or to protect the security for payment, Grantor shall pay all costs of collection and litigation, together with reasonable attorney's fees, and the same shall be a Lien on the Premises herein conveyed and may be enforced by sale of the Premises as herein provided.

7.3 Beneficiary as Purchaser. Beneficiary shall have the right to become the purchaser at any sale held by Trustee or by any receiver or public officer or at any public sale, and Beneficiary shall have the right to credit upon the amount of Beneficiary's successful bid, to the extent necessary to satisfy such bid, all or any part of the Secured Obligations, in the case of a purchase by Beneficiary, in such manner and order as Beneficiary may elect.

7.4 Foreclosure as to Matured Debt. Upon the occurrence of an Event of Default, Beneficiary shall have the right to proceed with foreclosure (judicial or nonjudicial) of the Lien of this Deed of Trust without declaring the entire Secured Obligations due, and in such event any such sale shall not in any manner affect the unmatured part of the Secured Obligations. The proceeds of such sale shall be applied as provided in Section 7.2(c) hereof except that the amount paid under Section 7.2(c) hereof shall be only the matured portion of the Secured Obligations and any proceeds of such sale in excess of those matured shall be applied to the prepayment of any other Secured Obligations in such manner and order and to such extent as Beneficiary deems advisable, and the remainder, if any, shall be applied to junior liens or other persons legally entitled as provided in Section 7.2(c) hereof.

7.5 Remedies Cumulative. All rights and remedies provided for herein and in the Credit Agreement, the Notes and the other Loan Documents are cumulative of each other and of any and all other rights and remedies existing at law or in equity, and Trustee and Beneficiary shall, in addition to the rights and remedies provided herein or in the Credit Agreement, the Notes and the other Loan Documents, be entitled to avail themselves of all such other rights and remedies as may now or hereafter exist at law or in equity for the collection of the Secured Obligations and the enforcement of the covenants herein and the foreclosure of the Lien of this Deed of Trust, and the resort to any right or remedy provided for hereunder or under the Credit Agreement, the Notes and the other Loan Documents or provided for by law or in equity shall not prevent the concurrent or subsequent employment of any other appropriate right or rights or remedy or remedies.

7.6 Discretion as to Security. Beneficiary may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of the Secured Obligations, in whole or in part, and in such portions and in such order as may seem best to Beneficiary in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits or Liens evidenced by this Deed of Trust.

7.7 Grantor's Waiver of Certain Rights. To the full extent Grantor may do so in accordance with applicable law, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, homestead, moratorium, reinstatement, marshaling, forbearance or limitation of deficiency, and Grantor, for Grantor, Grantor's heirs, devisees, representatives, successors and assigns, and for any and all persons

ever claiming any interest in the Premises, to the extent permitted by applicable law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or declare due the whole of the Secured Obligations, notice of election to mature or declare due the whole of the Secured Obligations and all rights to a marshaling of assets of Grantor, including the Premises, or to a sale in inverse order of alienation in the event of foreclosure of the Lien of this Deed of Trust. Grantor shall not have or assert any right under any statute or rule of law, pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of Beneficiary under the terms of this Deed of Trust to a sale of the Premises for the collection of the Secured Obligations without any prior or different resort for collection, or the right of Beneficiary under the terms of this Deed of Trust to the payment of the Secured Obligations out of the proceeds of sale of the Premises in preference to every other claimant whatsoever. Grantor waives any right or remedy which Grantor may have or be able to assert pursuant to any provision of any statute or rule of law pertaining to the rights and remedies of sureties. If any law referred to in this Section 7.7 and now in force, of which Grantor or Grantor's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Premises might take advantage despite this Section 7.7, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section 7.7.

7.8 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder by judicial sale or power of sale and at the time of such sale, Grantor or Grantor's successors as owners of the Premises are occupying or using the Premises, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of purchaser, at a reasonable rental per day based upon the value of the Premises occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. After such foreclosure, any leases to tenants or subtenants that are subject to this Deed of Trust (either by their date, their express terms, or by agreement of the tenant or subtenant) shall, at the sole option of Beneficiary or any purchaser at such sale, but subject to any express agreement between Beneficiary and such tenant or subtenant, either (a) continue in full force and effect, and the tenant(s) or subtenant(s) thereunder will, upon request, attorn to and acknowledge in writing to the purchaser or purchasers at such sale or sales as landlord thereunder, or (b) upon notice to such effect from Beneficiary, the Trustee or any purchaser or purchasers, terminate within 30 days from the date of sale. Subject to the foregoing, in the event the tenant fails to surrender possession of the Premises upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the Premises (such as an action for forcible detainer) in any court having jurisdiction.

ARTICLE 8.**MISCELLANEOUS**

8.1 Reconveyance. When the Secured Obligations have been paid, this Deed of Trust and all assignments herein contained shall be null and void and Trustee shall, at the request of Beneficiary, reconvey, without warranty, the Premises then held under this Deed of Trust, at the cost and expense of Grantor, and the grantee under such reconveyance may be designated as the "person or persons legally entitled thereto." Such reconveyance shall operate as a release of any interest in the Premises claimed hereunder.

8.2 Choice of Law. Notwithstanding the place of execution of this instrument, the parties to this instrument have contracted for Nebraska law to govern this instrument and it is agreed that this instrument is made pursuant to and shall be construed and governed by the laws of the State of Nebraska without regard to the principles of conflicts of law.

8.3 Successors and Assigns. This Deed of Trust and each and every covenant, agreement and other provision hereof shall be binding upon Grantor and its successor and assigns including, without limitation, each and every person from time to time the owner of the Premises or any other person having an interest therein, shall run with the land and shall inure to the benefit of Beneficiary and its successor and assigns. As used herein the words "successors and assigns" shall also be deemed to include the heirs, representatives, administrator and executors of any natural person who is or becomes a party to this Deed of Trust. In the event that the ownership of the Premises becomes vested in a person or persons other than Grantor, Beneficiary shall not have any obligation to deal with such successor or successor in interest unless such transfer is permitted by this Deed of Trust and then only upon being notified in writing of such change of ownership. Upon such notification, Beneficiary may thereafter deal with such successor in place of Grantor without any obligation to thereafter deal with Grantor and without waiving any liability of Grantor hereunder or under the Secured Obligations. No change of ownership of the Premises shall in any way operate to release or discharge the liability of Grantor hereunder unless such release or discharge is expressly agreed to in writing by Beneficiary.

8.4 Substitute Trustee. Trustee may resign by an instrument in writing addressed to Beneficiary, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Beneficiary. In case of the death, resignation, removal, or disqualification of Trustee, or if for any reason Beneficiary shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named trustee or any substitute or successor trustee, then Beneficiary shall have the right and is hereby authorized and empowered to appoint a successor trustee(s), or a substitute trustee(s), without other formality than appointment and designation in writing executed by Beneficiary and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the Secured Obligations have been paid in full, or until the Premises is fully and finally sold hereunder. If Beneficiary is a corporation or association and such appointment is executed on its behalf by an officer of such corporation or association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or association. Upon the making of any such appointment and designation, all of the estate and title of Trustee in the Premises shall vest in the named successor or substitute trustee(s) and he shall thereupon succeed to, and shall hold, possess and execute, all the rights, powers, privileges, immunities and duties herein conferred upon Trustee. All references herein to

"Trustee" shall be deemed to refer to Trustee (including any successor(s) or substitute(s) appointed and designated as herein provided) from time to time acting hereunder.

8.5 No Liability of Trustee. The Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (including Trustee's negligence), except for Trustee's gross negligence or willful misconduct. The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. Grantor hereby ratifies and confirms any and all acts which the herein named Trustee or its successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof. Grantor will reimburse Trustee for, and save him harmless against, any and all liability and expenses which may be incurred by him in the performance of its duties. The foregoing indemnity shall not terminate upon discharge of the Secured Obligations or foreclosure, or release or other termination, of this Deed of Trust.

8.6 Unenforceability of Certain Clauses. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

8.7 Captions and Headings. The captions and headings of the various sections of this Deed of Trust are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

8.8 Savings Clause. It is expressly stipulated and agreed to be the intent of Grantor and Beneficiary at all times to comply with applicable state law or applicable United States federal law (to the extent that it permits Beneficiary to contract for, charge, take, reserve or receive a greater amount of interest than under state law) and that this section shall control every other covenant and agreement in this Deed of Trust, the Notes, the Credit Agreement and the other Loan Documents. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under this Deed of Trust, the Notes, the Credit Agreement or the other Loan Documents, or contracted for, charged, taken, reserved or received with respect to the indebtedness evidenced by the Notes, or if Beneficiary's exercise of the option to accelerate the maturity of the Notes, or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by applicable law, then it is Grantor's and Beneficiary's express intent that all excess amounts theretofore collected by Beneficiary shall be credited on the principal balance of the Notes and all other indebtedness (or, if the Notes and all other indebtedness have been or would thereby be paid in full, refunded to Borrower), and the provisions of this Deed of Trust, the Notes, the Credit Agreement and the other Loan Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to Beneficiary for the use, forbearance, or detention of the indebtedness shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term of the indebtedness until payment in full so that the rate or amount of interest on account of the indebtedness does not exceed the maximum lawful rate from time to time in effect and applicable to the

indebtedness for so long as the indebtedness is outstanding. Notwithstanding anything to the contrary contained herein or in the Credit Agreement, the Notes or the other Loan Documents, it is not the intention of Beneficiary to accelerate the maturity of any interest that is not secured by this Deed of Trust at the time of such acceleration or to collect unearned interest at the time of such acceleration.

8.9 Notices. Any notices and other communications permitted or required by the provisions of this Deed of Trust (except for telephonic notices expressly permitted) shall be in writing and shall be deemed to have been properly given or served by depositing the same with the United States Postal Service, or any official successor thereto, designated as Certified Mail, Return Receipt Requested, bearing adequate postage, or deposited with reputable private courier or overnight delivery service, and addressed as hereinafter provided. Each such notice shall be effective upon being deposited as aforesaid. The time period within which a response to any such notice must be given, however, shall commence to run from the date of receipt of the notice by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent. By giving to the other party hereto at least ten (10) days' notice thereof, either party hereto shall have the right from time to time to change its address and shall have the right to specify as its address any other address within the United States of America.

Each notice to Grantor shall be addressed as follows:

Omaha Industries, Inc.
7071 N. 87th Street
Omaha, Nebraska 68122
Attn: Patrick Burke
E-mail: pburke@omahaindustries.com
Fax: (402) 734-2062

Each notice to Beneficiary shall be addressed as follows:

First National Bank of Omaha
11404 West Dodge Road
Omaha, Nebraska 68154
Attn: John Grose
E-mail: jgrose@fnni.com
Fax: (402) 602-5119

8.10 Amendment. Amendment to, waiver of or modification of any provision of this Deed of Trust must be made in writing. No oral waiver, amendment or modification may be implied.

8.11 Use of Premises. During the entire term of the Credit Agreement, the Notes and this Deed of Trust, Grantor agrees not to convert the Premises to any use other than the primary use as of the date hereof.

8.12 Priority of Future Advances. Any advance or further agreement made between Beneficiary and Grantor pursuant to this Deed of Trust shall be superior to the rights of the holder of any intervening Lien. This Deed of Trust secures all future advances by Beneficiary to Borrower and all future obligations of Borrower to Beneficiary pursuant to the Credit Agreement and Notes up to and including the stated principal indebtedness of \$32,094,023.43.

8.13 Entire Agreement. The parties acknowledge that the written terms of this Deed of Trust, the Credit Agreement, the Notes and the other Loan Documents, accurately reflect the mutual understanding of Grantor and Beneficiary, as to all matters addressed therein, and Grantor further represents and warrants that there are no other agreements or understandings, written or oral, which exist between Grantor and Beneficiary relating to the matters addressed in said documents.

8.14 Beneficiary's Expense. Should Beneficiary make any payments hereunder or under the Credit Agreement, the Notes or the other Loan Documents, or incur any liability, loss or damage under or by reason of this Deed of Trust, the Credit Agreement, the Notes or the other Loan Documents, or in the defense of any claims or demands, the amount thereof, and all reasonable costs and expenses, including all filing, recording, and title fees and any other reasonable expenses relating to the Secured Obligations, including without limitation filing fees for UCC continuation statements and any expense involving modification thereto, reasonable attorney's fees and any and all reasonable costs and expenses incurred in connection with making, performing or collecting the Secured Obligations or exercising any of Beneficiary's rights under this Deed of Trust, the Credit Agreement, the Notes or the other Loan Documents, including reasonable attorney's fees, the cost of appraisals and the cost of any environmental inspections in connection therewith, and all claims for brokerage and finder's fees which may be made in connection with the making of the Loans, together with interest thereon, at the Default Rate, shall become part of the Secured Obligations and shall be secured by this Deed of Trust and Grantor hereby agrees to reimburse Beneficiary therefor immediately upon demand. Such sums, costs and expenses shall be, until so paid, part of the Secured Obligations and Beneficiary shall be entitled, to the extent permitted by law, to receive and retain the full amount of the Secured Obligations in any action related hereto, including any action for an accounting for the proceeds of a foreclosure sale or of insurance proceeds or for apportionment of an eminent domain damage award.

8.15 Beneficiary's Right to Counsel. If Beneficiary retains any attorney to enforce any of the terms of this Deed of Trust, the Credit Agreement, the Notes or the other Loan Documents or because of the breach by Grantor of any of the terms of this Deed of Trust, the Credit Agreement, the Notes or the other Loan Documents, or for the recovery of any Secured Obligations, Grantor shall pay to Beneficiary reasonable attorney's fees and all reasonable costs and expenses, whether or not an action is actually commenced and the right to such attorney's fees and all costs and expenses shall be deemed to have accrued on the date any such attorney is retained, shall include reasonable fees and costs in connection with foreclosure (judicially or by power of sale) litigation, arbitration, mediation, bankruptcy and/or administrative proceedings, and shall be enforceable whether or not such action is prosecuted to judgment and shall include all appeals. Attorney's fees and expenses shall for purposes of this Deed of Trust include all paralegal, electronic research, legal specialists and all other costs in connection with that performance of any Beneficiary's attorney.

If Beneficiary or Trustee is, by reason of this Deed of Trust, made a party defendant in any litigation concerning this Deed of Trust or the Premises or any part thereof or therein, or the construction, maintenance, operation or the occupancy or use thereof by Grantor, then Grantor shall indemnify, defend and hold Beneficiary and Trustee harmless from and against all liability by reason of said litigation, including reasonable attorney's fees and all reasonable costs and expenses incurred by Beneficiary and Trustee in any such litigation or other proceedings, whether or not any such litigation or other proceedings is prosecuted to judgment or other determination.

8.16 Other Representations and Warranties. All statements contained in any loan application, certificate or other instrument delivered by or on behalf of Grantor to Beneficiary or Beneficiary's representatives in connection with the Secured Obligations shall constitute representations and warranties made by Grantor hereunder. Such representation and warranties made hereunder and thereunder shall survive the delivery of this Deed of Trust, and any misrepresentations thereunder shall be deemed as misrepresentations hereunder.

8.17 Time of the Essence. Grantor agrees that time is of the essence with respect to all of the covenants, agreements and representations under this Deed of Trust.

8.18 Survival of Representations, Warranties and Covenants. All representations, covenants and warranties contained in this Deed of Trust, the Credit Agreement, the Notes or the other Loan Documents shall survive the delivery of this Deed of Trust, the Credit Agreement, the Notes and the other Loan Documents and the provisions hereof shall continue to inure to the benefit of Beneficiary, its successors and assigns until this Deed of Trust is released.

8.19 Waiver of Jury Trial. No party to this Deed of Trust or any assignee, successor, heir or personal representative of a party shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation proceedings based upon or arising out of this Deed of Trust, any related agreement or instrument, any other collateral for the Secured Obligations or the dealings or the relationship between or among the parties, or any of them. No party will seek to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial cannot or has not been waived. The provisions of this Section 8.19 have been fully discussed by the parties hereto, and these provisions shall be subject to no exceptions. No party has in any way agreed with or represented to any other party that the provisions of this Section 8.19 will not be fully enforced in all instances.

8.20 Minimum Requirement. Grantor recognizes that the requirements imposed upon Grantor hereunder, including, without limitation, insurance requirements, are minimum requirements as determined by Beneficiary and do not constitute a representation that the requirements are complete or adequate. Grantor understands that it is Grantor's duty and responsibility to act prudently and responsibly at all times for Grantor's protection and for the protection of the Premises.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed as of the date first above written.

GRANTOR:

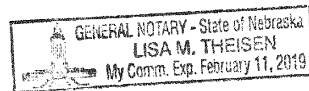
OMAHA INDUSTRIES, INC.

By: *[Signature]*
Name: Patrick Burke
Title: President

STATE OF NE)
COUNTY OF Douglas)ss:

The foregoing instrument was acknowledged before me, a Notary Public, this 21st day of February, 2018 by Patrick Burke, the President of the Grantor, on behalf of the Grantor.

[Signature]
Notary Public



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EXHIBIT A

Legal Description

Lot 5, in DOUBLE "D" INDUSTRIAL PARK, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska