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2015020672

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

From

ARCTIC GLACIER U.S.A., INC.

To

STEWART TITLE GUARANTY COMPANY,
as Trustee for the benefit of

CREDIT SUISSE AG,
as Collateral Agent

Dated: March 20, 2015

Premises: 8211 F Street, 8205 F Street and 8110 H Street
Omaha, NE 68127
Douglas County
APN#: 2479001401

Prepared by and Return to:
Janet L. Lewis, Esq.
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, NY 10019

Douglas County, Nebraska

[[3519199]]

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

THIS SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT (this "Amendment"), dated as of March 20, 2015, is made by and between ARCTIC GLACIER U.S.A., INC., a Delaware corporation (the "Grantor"), having an office at 1654 Marthaler Lane, West St. Paul, Minnesota 55118, to STEWART TITLE GUARANTY COMPANY, having an address at 1980 Post Oak Boulevard, Floor 8, Houston, Texas 77056-3899 (the "Trustee") for the benefit of CREDIT SUISSE AG, as Collateral Agent for the Secured Parties (the "Beneficiary"), whose address is One Madison Avenue, New York, New York 10010.

Background

A. Pursuant to that certain First Lien Credit Agreement dated as of May 10, 2013, as amended by the Incremental Assumption Agreement and Amendment No. 1 dated as of July 26, 2013 and as further amended by the Amendment No. 2 dated as of February 25, 2014 (the "Existing Credit Agreement") among Grantor, Arctic Glacier, LLC, a Delaware limited liability company ("Holdings"), each lender party thereto on the date thereof and Beneficiary, as Administrative Agent and Collateral Agent, among other things, the Term Lenders agreed to make and made certain Term Loans to the Grantor and the Revolving Credit Lenders agreed to make and made certain Revolving Loans to the Grantor from time to time. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Original Security Instrument (defined below).

B. In connection with the Existing Credit Agreement, the deed of trust as amended and as described on Exhibit A attached hereto was granted by Grantor to Beneficiary (as so amended, the "Original Security Instrument"), which Original Security Instrument covers the real property described on Exhibit B attached hereto (the "Land").

C. The Existing Credit Agreement was amended by that certain Incremental Assumption Agreement and Amendment No. 3 dated as of February 13, 2015 among Grantor, Holdings, each lender party thereto on the date thereof and Beneficiary, as Administrative Agent and Collateral Agent (the "Third Amendment to the Credit Agreement") (the Existing Credit Agreement as amended by the Third Amendment to the Credit Agreement, and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time is hereinafter referred to as the "Amended Credit Agreement").

D. Pursuant to the Third Amendment to the Credit Agreement, among other things, certain Lenders agreed to provide and provided Incremental Term Loans (as defined in the Third Amendment to the Credit Agreement) in the aggregate principal amount of \$35,000,000, certain interest rates were changed and certain other agreements therein were amended, all as more fully set forth in the Third Amendment to the Credit Agreement.

E. Grantor and Beneficiary desire to give notice of the amendment to the Existing Credit Agreement reflected in the Third Amendment to the Credit Agreement, to confirm that the Original Security Instrument remains in full force and effect and continues, without interruption, to secure the Grantor's obligations under the Amended Credit Agreement and the other Loan Documents, and to make other amendments to the Original Security Instrument on the terms set forth below (the Original Security Instrument, as amended hereby, is hereinafter referred to as the "Security Instrument").

F. The debt consisting of the Loans is continuing, is not being repaid or discharged in whole or in part, and no change is being made to the Loans except, in each case, as specifically provided in the Amended Credit Agreement.

NOW, THEREFORE, Grantor and Beneficiary agree and give notice as follows.

1. (a) Whenever referred to in the Security Instrument, "Credit Agreement" shall mean the Existing Credit Agreement, as amended by the Third Amendment to the Credit Agreement, and as the same may be further amended, restated, amended and restated, supplemented, substituted, replaced, refinanced or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Loans or the Obligations or giving notice of any such changes.

(b) Whenever referred to in the Security Instrument or in any related document, "Deed of Trust" shall mean the Original Security Instrument, as amended by this Amendment, as the Security Instrument may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, including any modification changing the amount, the interest rate or other terms of the Loans or the Obligations or giving notice of any such changes.

2. Grantor and Beneficiary expressly acknowledge and agree that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Loan Documents, and Grantor and Beneficiary hereby ratify, confirm and agree that the Loan Documents and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for the benefit of Beneficiary or any of the other Secured Parties, including, without limitation, the lien created by the Security Instrument shall continue, without interruption, to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the Obligations, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

3. The parties hereby give notice that the Existing Credit Agreement has been amended pursuant to the Third Amendment to the Credit Agreement.

4. The Security Instrument cannot be altered, amended, modified, terminated, waived, released, or discharged, except in a writing signed by the parties or their successors or assigns. Any amendment of the Loan Documents or of the Obligations may or may not be recorded.

5. Grantor and Beneficiary acknowledge and agree that the execution and/or acceptance of this Amendment by Beneficiary shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Grantor's or Beneficiary's duties, obligations and liabilities contained in the Loan Documents, (b) waiver, modification, restriction or limitation of any and all of Grantor's or Beneficiary's rights and benefits arising under the Loan Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Loan Documents, or (c) precedent, and that Beneficiary shall be under no obligation, express or implied, to grant Grantor any future or further modification, renewal, extension and/or amendment to the Security Instrument, as amended hereby or any or all of the other Loan Documents, except as provided therein.

6. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

8. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.

9. This Amendment shall be governed by, and construed in accordance with, the laws of the State in which the Land is located.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - EXECUTION PAGE
FOLLOWS]

This Amendment has been duly executed by Grantor and Beneficiary on the date first above written.

ARCTIC GLACIER U.S.A., INC.,
a Delaware corporation

By: _____

Name: *Linda Davack*
Title: *CTO*

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent for the Secured
Parties

By: _____

Name: _____
Title: _____

By: _____

Name: _____
Title: _____

[Signature Page to Douglas County, Omaha, NE Second Amendment]

[[3519199]]

STATE OF New Jersey)
COUNTY OF Essex)

The foregoing instrument was acknowledged before me this 10th day of March, 2015, by Linda Danachi of ARCTIC GLACIER U.S.A., INC., a Delaware corporation, on behalf of the corporation

Jill Spiegel
Notary Public
Name: Jill A. Spiegel
My commission expires: 4/29/2019



{3519199}

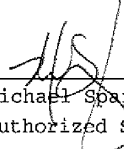
[Notary Page to Douglas County, Omaha, NE Second Amendment]

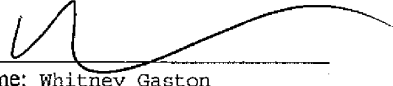
This Amendment has been duly executed by Grantor and Beneficiary on the date first above written.

ARCTIC GLACIER U.S.A., INC.,
a Delaware corporation

By: _____
Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent for the Secured
Parties

By:  _____
Name: Michael Spaight
Title: Authorized Signatory

By:  _____
Name: Whitney Gaston
Title: Authorized Signatory

STATE OF NEWS YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 5th day of March, 2015,
by Michael Spaight and Whitney Gaston of
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, on behalf of the corporation



Notary Public

Name: Marjorie E. Bull

My commission expires: February 20, 2019

MARJORIE E. BULL
Notary Public, State of New York
No. 01BU6055282
Qualified in New York County
Commission Expires February 20, 2019

[Notary Page to Douglas County, Omaha, NE Second Amendment]

[[3519199]]

Exhibit A
Security Instrument

The following security instrument is recorded in the public records of

County: Douglas
State: Nebraska

Deed of Trust, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement

Grantor: Arctic Glacier U.S.A., Inc.
Beneficiary: Credit Suisse AG
Dated: July 30, 2013
Recorded: July 31, 2013
Instrument No.: 2013077406

First Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement

Grantor: Arctic Glacier U.S.A., Inc.
Beneficiary: Credit Suisse AG
Dated: March 31, 2014
Recorded: April 3, 2014
Instrument No.: 2014023752

Douglas County, Nebraska

[[3519199]]

Exhibit B

Description of the Land

62-09510

Lot 6, Donlee Industrial Park, an addition to the City of Omaha, Douglas County, Nebraska.

AND

That part of the Northwest Quarter of Section 2, Township 14 North, Range 12 East of the 6th P.M., City of Omaha, Douglas County, Nebraska, described as follows: Commencing at the Northwest corner of Section 2, Township 14 North, Range 12, East of the 6th P.M., thence East along the North line of Section 2, a distance of 721.3 feet; thence Southerly perpendicular to the North line of said Section 2, a distance of 50 feet to the point of beginning; thence continuing Southerly along the aforementioned line a distance of 497.75 feet; thence Westerly parallel to the North line of said Section 2, a distance of 200 feet; thence Northerly parallel to the penultimate described line, a distance of 498.23 feet; thence Easterly along a line 50 feet distance from and parallel to the North line of said Section 2, a distance of 200 feet to the point of beginning.

NWNW

Subject property also known by the following metes and bounds description:

A parcel of land located in part of the Northwest Quarter of Section 2, Township 14 North, Range 12 East, of the 6th P.M., Douglas County, Nebraska, said parcel adjoining Rychly Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, on the Easterly line, adjoining Donlee Industrial Park Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, on the Southerly line and adjoining Skateland Plaza, Replat 1, as surveyed, platted and recorded in Douglas County, Nebraska, together with all of Lot 6, said Donlee Industrial Park, being more particularly described as follows:

Beginning at a 5/8 inch rebar found at the Northwest Corner of Lot 1 of said Rychly Subdivision (said rebar also being on the Southerly right-of-way line of "F" Street, being a public road with a 50-foot right-of-way at this point); thence along with Westerly line of said Lot 1, South 00°00'35" East, a distance of 497.70 feet to a 5/8 inch rebar found at the Southwest corner of said Lot 1; thence along the Northerly line of Lot 5 of said Donlee Industrial Park, South 89°50'11" West, a distance of 14.95 feet to a 3/4 iron open-top pin found at the Northeast corner of Lot 6 (also being the Northwest corner of said Lot 5); thence along the Easterly line of said Lot 6, (also being the Westerly line of said Lot 5), South 00°07'46" West, a distance of 218.50 feet to the Southeasterly corner of said lot 6, being on the Northerly right-of-way line of "H" Street, ("H" Street being a public road with a 50 foot right-of-way); thence along said Northerly right-of-way, (also being the Southerly line of said Lot 6), North 89°59'53" West, a distance of 150.00 feet to a 3/4 inch square iron rod found at the Southwesterly corner of said Lot 6, (also being the Southeasterly corner of Lot 7 of said Donlee Industrial Park); thence along the Westerly line of said Lot 6 (also being the Easterly line of said Lot 7), North 00°04'45" East, a distance of 218.06 feet to a 5/8 inch rebar with a plastic cap marked "RLS 587", set at the Northwesterly corner of said Lot 6 (also being the Northeasterly corner of said Lot 7 of Donlee

Industrial Park); thence along the Northerly line of said Lot 7, South 89°50'11" West, a distance of 34.85 feet to a 5/8 inch rebar with a plastic cap marked "RLS 587", set at the Southeasterly corner of Lot 2 of said Skateland Plaza, Replat 1; thence along said Easterly line of said Lot 2, North 00°01'11" West, a distance of 498.21 feet to a 3/4 inch pinch-topped iron pin, found at the Northeasterly corner of Lot 2, said Skateland Plaza, Replat 1, (said iron pin also being on said Southerly right-of-way line of "F" Street); thence along said Southerly right-of-way line, North 89°58'51" East, a distance of 200.09 feet to the Point of Beginning.

The bearing of the Southerly right-of-way line of "F" Street is assumed to bear North 89°58'51" East for this description. Said parcel is subject to any and all easements of record.