

PRINTED ah G.E. SD
 VERIFY P D.E. SD
 PROOF LM
 FEES \$ 158.00
 CHECK # _____
 CHG FNT CASH _____
 REFUND _____ CREDIT _____
 SHORT _____ NCR _____

FILED SARPY CO. NE.
 INSTRUMENT NUMBER
2009-14824
 2009 MAY 19 A 10:00
Shirley J. Bowring
 REGISTER OF DEEDS

AMENDED AND RESTATED THIRD PARTY PLEDGE AGREEMENT

COMES NOW Bennington Company, a Nebraska corporation (herein "Pledgor"), BHD, L.L.C., a Nebraska limited liability company (herein "Borrower"), and U.S. Bank National Association ("Lender") and do hereby enter into this amendment and restatement of the Third Party Pledge Agreement dated July 26, 2004 for the purpose of identifying the Loan Documents (as defined herein below) for which this Pledge is granted as security, and to identify the real estate which remains as security and is covered by the Deed of Trust(s) described on Exhibit "A" attached hereto. The Third Party Pledge Agreement dated July 26, 2004 is hereby amended and restated in its entirety as follows:

Borrower has obtained Loans from Lender from time to time and currently has loans from Lender in the principal sum of \$1,500,000.00 and \$12,800,000.00 (collectively referred to as "Loans"), which Loans are evidenced by promissory notes (herein collectively referred to as "Notes"). Pledgor is an Affiliate of Borrower and expressly agrees that good and valuable consideration exists for its third party pledge contained herein, it being in the specific best interests of Pledgor that Lender make the Loans to Borrower. Borrower and Pledgor understand and agree that: (a) in granting, renewing, or extending the Loans, Lender is relying upon the representations, warranties, and agreements, set forth herein; (b) the granting, renewing, or extending of the Loans by Lender at all times shall be subject to Lender's sole judgment and discretion; and (c) the Loans shall be and shall remain subject to the terms and conditions of this Pledge.

This Pledge shall continue until all indebtedness of Borrower evidenced by the Notes or any extensions, modifications, refinancings, renewals, consolidations or substitutions thereof have been performed in full.

For value received, Pledgor does hereby sell, assign, pledge, transfer and set over to Lender, all of Pledgor's right, title and interest in and to the loan documents by and between the Pledgor and Bellbrook Development, L.L.C., a Nebraska limited liability company (the "Company"), described on Exhibit "A" attached hereto and incorporated herein (the "Loan Documents"). The Loan Documents are assigned as additional Collateral for certain Indebtedness of Borrower to Lender pursuant to the Loan Agreement originally dated April 25, 2003 and subsequently amended, restated or renewed, including that certain Loan Agreement dated March 1, 2006 and subsequent amendments thereof (the "Loan Agreement"), by and between Borrower and Lender and the timely performance of all of the obligations of Borrower pursuant to the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Loan Agreement.

A

This Pledge is for security purposes only. Accordingly, Lender shall have no right under this Pledge to enforce Pledgor's rights with respect to the Loan Documents until an uncured Event of Default, as defined in the Loan Agreement or the Notes, has occurred. Upon the occurrence of an uncured Event of Default, Lender may, without affecting any of its rights or remedies against Borrower under any other instrument, document or agreement, exercise its rights under this Pledge as Pledgor's attorney-in-fact or in any other manner permitted by law, and in addition Lender shall have and possess, without limitation, any and all rights and remedies of a secured party under the Uniform Commercial Code or otherwise provided by law. Borrower hereby irrevocably constitutes and appoints Lender as its attorney-in-fact, effective only upon the occurrence of an uncured Event of Default, to demand, receive, and enforce Borrowers rights with respect to the Loan Documents, including, without limitation Pledgor's right to receive payments under the Notes described in Exhibit "A" attached hereto, with the same force and effect as Pledgor could do if this Pledge had not been made.

Pledgor agrees that Lender does not assume any of Pledgor's obligations or duties under or pursuant to the Loan Documents, until and unless Lender shall have given to Pledgor and the Company written notice that Lender has affirmatively exercised its rights under the Loan Documents upon the occurrence of an uncured Event of Default.

Lender may assign its right, title and interest in the Loan Documents to any persons or entities in Lender's discretion and upon written notice to Borrower, Pledgor and the Company but without any further requirement for Pledgor's consent, and any such assignment shall be valid and binding upon Borrower as fully as if Borrower had expressly approved the same.

Pledgor hereby represents and warrants to Lender that no previous assignment or pledge of its interest in the Loan Documents has been made, and Pledgor agrees not to further assign, sell, pledge, mortgage, or otherwise transfer or encumber its interest in the Loan Documents so long as this Pledge is in effect.

Pledgor hereby agrees to indemnify and hold Lender harmless from and against any and all claims, demand, liabilities, losses, lawsuits, judgments, and costs and expenses (including without limitation reasonable attorneys' fees) to which Lender may become exposed, or which Lender may incur, in exercising any of its rights under this Pledge.

Subject to the aforesaid limitation on assignment by Pledgor, this Pledge shall be binding upon and inure to the benefit of the respective legal representatives, permitted assigns, and successors in interest of Pledgor and Lender.

Each of the undersigned acknowledge having read all provisions of this Pledge and agree to its terms.

IN WITNESS WHEREOF, the parties have caused this Pledge to be effective as of the 15th day of November, 2008.

B

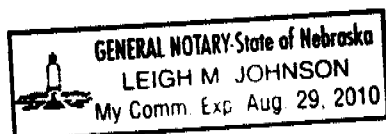
THIRD PARTY PLEDGOR:

BENNINGTON COMPANY

By: Barbara Udes Shaw
Barbara Udes Shaw, Its President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12th day of May ^{CMJ} April, 2009, by Barbara Udes Shaw, President of Bennington Company, a Nebraska corporation, on behalf of said Corporation.



Leigh M. Johnson
Notary Public

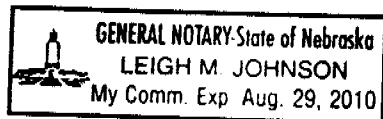
BORROWER:

BHD, L.L.C.
a Nebraska Limited Liability Company

By: Barbara Udes Shaw
Barbara Udes Shaw, Manager

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 12th day of May ^{CMJ} April, 2009, by Barbara Udes Shaw, Manager of BHD, L.L.C., a Nebraska limited liability company, on behalf of said Company.



Leigh M. Johnson
Notary Public

LENDER:

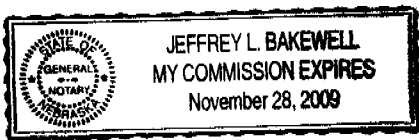
U.S. BANK NATIONAL ASSOCIATION

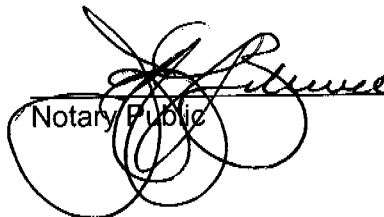
By: Stephen G. Bodner
Stephen G. Bodner, Sr. Vice President

C

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me this 15th MAY day of ~~April~~, 2009, by Stephen G. Bodner, Sr. Vice President of U.S. Bank National Association, on behalf of said National Association.





Notary Public

D

CONSENT TO PLEDGE

The undersigned hereby consents to the terms and conditions of this Amended and Restated Third Party Pledge Agreement, including but not limited to the right of Lender set forth above to reassign its rights under this Agreement upon notice to Borrower.

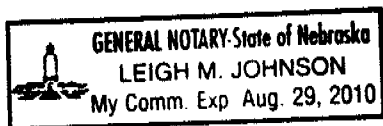
COMPANY:

BELLBROOK DEVELOPMENT, L.L.C.,
a Nebraska limited liability company

By: Barbara Udes Shaw
Barbara Udes Shaw, Its Manager

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) SS.

The foregoing instrument was acknowledged before me this 12th day of May, 2009, by Barbara Udes Shaw, Manager of Bellbrook Development, L.L.C., a Nebraska limited liability company, on behalf of said Company.



Leigh M Johnson
Notary Public

EXHIBIT "A"

Description of Loan Documents

1. Deed of Trust dated July 26, 2004 and recorded August 6, 2004 as Instrument No. 2004-30508 in the Register of Deeds of Sarpy County, Nebraska and entered into by and between Bennington Company, as Beneficiary, Bellbrook Development, L.L.C., as Trustor, and Jon E. Blumenthal, as Trustee, granting a security interest in and lien upon the real estate described on Schedule 1 attached hereto and by this reference made a part hereof.
2. Promissory Note dated June 1, 2004 in the principal amount of Six Million Five Hundred Thousand Dollars (\$6,500,000.00) executed by Bellbrook Development, L.L.C. in favor of Bennington Company.

2009-14824 F

SCHEDULE 1

Lots 2, 5, 6, 10, 11, 13, 17, 19, 20, 21, 23, 24, 34, 36-39, 41-44, 46, 48, 52-54, 73, 78, 79-84, 86,
92-99, 101, 102, 108, 109, 127, 131-133, 135, 138, 151, 154, 163, 167-169, 173, 176, 177, 179,
180, 208, 211, 214, 215, 220, 221, 225, 226, 231-233, 235-238, 241-252, 255, 257, 266, 267, 269,
272, 279, 289, 291, 301, 302, 304-306, 308, 313-317, 319-327, 329, 331-345, 347-350, 354, 355, 356,
358-378, 380, 381, 383-386, 388-393, 395-402, 404-413, 416-422, 425, 426, 430-438, 446, 457, 459-477,
479-483, Outlot B, L, M, O, P, Q, R, S, all in Bellbrook, A Subdivision, in Sarpy County, Nebraska.

5/13/09