

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Gilsa Real Estate Company, LLC
7006 "J" Street
Omaha, Nebraska 68117

Space Above for Record's Use Only

ENVIRONMENTAL COVENANT

This Environmental Covenant is executed this 26th day of March, 2020, by Gilsa Real Estate Company, LLC, a Nebraska limited liability company, as Grantor and Holder/Grantee, pursuant to the Nebraska Uniform Environmental Covenants Act, Neb. Rev. Stat. § 76-2601 to § 76-2613.

RECITALS:

A. Grantor is the owner of real property located at 4145 South 72nd Street in Omaha, Douglas County, Nebraska, (the "Property") legally described as follows:

Lot Two (2), Crown Industrial Park Replat One (1), an Administrative Subdivision in the City of Omaha, Douglas County, Nebraska (as displayed on Exhibit 1).

B. Holder/Grantee (hereinafter "Holder") is Gilsa Real Estate Company, LLC.

C. A portion of the Property was the site of release(s) of certain hazardous substances, pollutants or contaminants resulting from historic manufacturing operations consisting of the coating and decorating of metal sheet stock (lithographic printing) and fabrication of can ends and bodies for the food industry. The principal constituents of concern consist of; toluene, methyl ethyl ketone and trichloroethene and the extent of impact to the

Property has been fully delineated and detailed in reports provided to the U.S. Environmental Protection Agency (EPA) and the Nebraska Department of Environment and Energy (NDEE).

D. The Property is the subject of an environmental response project or action pursuant to Section 3008(h) of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6928(h).

E. The Agency, as defined in Neb. Rev. Stat. § 76-2602, is the EPA.

F. The selected environmental response actions are documented in Corrective Measures Implementation (CMI) plans approved by the EPA on June 30, 2016 which consist of the following:

- a. Work Plan;
- b. Operation and Maintenance Plan;
- c. Quality Assurance Project Plan;
- d. Community Relations Plan; and
- e. Institutional Control Implementation and Assurance Plan.

The administrative record for this project is available to the public at the EPA's office located at 11201 Renner Blvd., Lenexa, Kansas 66219.

NOW, THEREFORE,

Grantor hereby declares that the Property will hereinafter be bound by, held, sold and conveyed subject to the following terms, conditions, obligations, and restrictions set forth herein, which will run with the land, in perpetuity, unless amended or terminated pursuant to Paragraph 11 below.

1. Representations and Warranties. The Grantor warrants to the other signatories to this Covenant that:

- a. The Grantor is the sole fee title owner of the Property;
- b. The Grantor holds sufficient fee title to the Property to grant the rights and interests described in this Environmental Covenant free of any conflicting legal and equitable claims; and
- c. The Grantor has identified all other persons holding legal or equitable interests, including but not limited to contract buyers, mortgage holders, other consensual lien holders, and lessees and secured their consent.

2. Purpose. The purpose of this Environmental Covenant is to ensure protection of human health and the environment by minimizing the potential for exposure to historic contamination that remains on the Property and to ensure that the Property is not developed, used, or operated in a manner incompatible with the approved remediation.

3. Running with the Land. The Environmental Covenant is perpetual and conveys to the Holder real property rights that will run with the land, and gives to the Agency the right to enforce the activity and use limitations described in Paragraph 4. The terms, conditions, obligations, and limitations in this Environmental Covenant are binding on the Grantor, its successors, heirs, executors, assigns and transferees, and all persons, corporations or other entities obtaining or succeeding to any right, title or interest in the Property after the effective date of this Environmental Covenant. All real estate, lots, or parcels located within the Property are subject to the terms, conditions, obligations and limitations in this Environmental Covenant. Acceptance of any conveyance, transfer, lease or sublease of the Property, or part thereof, will bind each transferee, its heirs, executors, successors, transferees and assigns to the terms, conditions, obligations, and limitations during their respective period of ownership or occupancy, as applicable. Notice of any transfer of any interest in the Property must be promptly provided to the Agency by the transferor. The Grantor is bound by the terms, conditions, obligations and limitations in this Environmental Covenant only during its period of ownership or occupancy after the effective date. This Environmental Covenant in no way amends, modifies, limits or releases the Grantor from its duties and obligations under the approved environmental response project or action.

4. Activity and Use Limitations. The Property is subject to the following activity and use limitations:

- a. **No Use of Groundwater:** Groundwater in one or more zones beneath portions of the Property has contaminants of concern at levels exceeding the Agency's standards for groundwater use. Therefore, in addition to any applicable state or local well use restrictions, the following restrictions shall apply to the entire Property: (1) groundwater from the Property shall not be consumed or otherwise used for any purpose, except for the collection of samples for environmental analysis purposes, collection or treatment of groundwater for remedial purposes, or collection or treatment of groundwater as part of excavation or construction activities; (2) there shall be no drilling or other artificial penetration of any groundwater-bearing unit(s) containing contaminants above Agency standards, unless performed in accordance with an Agency-approved work plan; (3) installation of any new groundwater wells on the Property is prohibited, except for wells used for investigative, monitoring and/or remediation purposes installed in accordance with an Agency-approved work plan.
- b. **No Residential Land Use:** The Property currently meets the Agency's standards for non-residential use. Therefore, contaminants of concern remaining at the Property do not pose a current or future significant risk to human health or the environment so long as the following restrictions remain in place. The Property shall **not** be used for residential purposes, which for purposes of this Covenant include but are not limited to: single family homes, duplexes, multi-plexes, apartments, condominiums, schools, child-care facilities or any land use where persons can be expected to reside.

c. **Excavation Greater than 18 Feet Below Ground Surface (specified areas):**

Soil on the Property does not pose a current or future significant risk to human health or the environment with respect to non-residential uses of the Property so long as it is not disturbed such that unacceptable exposure to contaminants of concern would result. Soil greater than 18 feet below ground surface within those areas outlined in green in Exhibit 2 to this Covenant shall not be excavated or otherwise disturbed in any manner without the prior written approval of the Agency. If an Owner/Transferee desires to disturb soil at the Property in these areas, then such Owner/Transferee shall request permission to do so from the Agency at least 30 days before the soil disturbance activities are scheduled to begin. Based on the potential hazards associated with soil disturbance and/or management, the Agency may deny the request to disturb the soils or may require specific protective, remedial and/or management actions before allowing such soil disturbance activities to occur. Soil within the specified areas may be disturbed if necessary during an emergency (such as a water or gas main break, fire, explosion or natural disaster), in which case the Owner/Transferee shall ensure that notification is provided to the Agency and Holder orally or in writing as soon as practicable, but no later than 48 hours after the disturbance. Any contaminated soil disturbed as part of an emergency response action must be returned to its original location and depth, or properly characterized, managed and disposed of, in accordance with all applicable local, state, and federal requirements. Within 30 days after such emergency has been abated, the Owner/Transferee shall provide to the Agency and Holder a written report describing such emergency and any response actions.

5. Reserved Rights of Grantor. The Grantor hereby reserves unto itself and its successors all rights and privileges in and to the use of the Property which are not incompatible with the limitations granted herein.

6. Compliance Reporting. One year from the effective date of this Environmental Covenant, and on an annual basis thereafter until such time as this Environmental Covenant is terminated, the then-current fee simple owner of the Property shall submit to the Agency written documentation verifying that the activity and use limitations remain in place and are being complied with. Any signatory to this Environmental Covenant shall notify the Agency as soon as possible of conditions that would constitute a breach of the activity and use limitations.

7. Enforcement. The terms of this Environmental Covenant may be enforced by Holder, the Agency, and NDEE as a third-party beneficiary in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with Neb. Rev. Stat. § 76-2611. Failure to exercise such rights of enforcement will in no event bar subsequent enforcement by any signatory and shall not be deemed a waiver of the signatory's right to take action to enforce any non-compliance. Nothing in this Environmental Covenant shall restrict or limit the Agency or NDEE from exercising any authority under applicable law. The prevailing party in any action to enforce any

provision of this Environmental Covenant is entitled to recover all costs of such action, including reasonable attorney fees. Any Holder, the Agency and NDEE shall be entitled to recover damages for violations of this Environmental Covenant or for any injury to the remedial action required by the Agency or, as appropriate, NDEE, to the public or to the environment protected by this Environmental Covenant.

8. Rights of Access. The Grantor and any then-current owner hereby grants to both the Agency and NDEE as well as their agents, contractors, and employees, the right of access to the Property to monitor compliance with the terms, conditions, obligations, and limitations of this Environmental Covenant. Nothing in this Environmental Covenant shall limit or otherwise affect the Agency's and NDEE's right of entry and access or the Agency's or NDEE's authority to take response actions under applicable law.

9. Notice Upon Conveyance. Each instrument hereafter conveying any interest in the Property or any portion of the Property, including but not limited to, deeds, leases and mortgages, shall contain a notice of the activity and use limitations set forth in this Environmental Covenant, and provide the recorded location of this Environmental Covenant. The notice shall be in substantially the form set forth below. Within thirty (30) days of the date any such instrument of conveyance is executed, the Grantor or then-owner must provide the Agency with a certified copy of said instrument and its recording reference in the Douglas County Register of Deeds.

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT DATED _____, RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF _____ COUNTY, NEBRASKA ON _____, IN [DOCUMENT _____, BOOK _____, PAGE _____]. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

(Activity and Use Limitations to be provided are described in Paragraph 4 of this Environmental Covenant)

10. Waiver of Certain Defenses. The persons and entities bound by this Environmental Covenant hereby waive any defense to the enforcement of this Environmental Covenant based on laches, estoppel, statute of limitations, or prescription.

11. Amendment and Termination. Amendment or termination of this Environmental Covenant shall comply with Neb. Rev. Stat. § 76-2610. The terms of this Environmental Covenant may be modified or terminated by written consent of the Director of the Agency's Air and Waste Management Division, the then current fee simple title owner, and all original signatories unless exempted by Neb. Rev. Stat. § 76-2610. The amendment or termination is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any amendment or termination of this Environmental covenant shall be as provided by Neb. Rev. Stat. § 76-2609 and such additional terms as specified in this Environmental Covenant. As provided in Neb.

Rev. Stat. § 76-2610(c), except for an assignment undertaken pursuant to a governmental reorganization, assignment of an environmental covenant to a new holder is an amendment.

12. Severability. If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13. Captions. The captions in this Environmental Covenant are for convenience and reference only and are not a part of this instrument and shall have no effect upon construction or interpretation.

14. Governing Law. This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Nebraska.

15. Recordation. Within thirty (30) days after the date of the Agency's approval of this Environmental Covenant, the Grantor shall record the Environmental Covenant, in the same manner as a deed to the property, with the Douglas County Register of Deeds.

16. Effective Date. The effective date of this Environmental Covenant is the date upon which the fully executed Environmental Covenant has been recorded as a deed record for the Property with the Douglas County Register of Deeds.

17. Distribution of Environmental Covenant. Within 60 days of the effective date, the Grantor shall distribute a file- and date-stamped copy of the recorded Environmental Covenant to each person identified in Neb. Rev. Stat. §76-2607(a) and §76-2608(c), including, but not limited to:

- (1) Each person that signed the covenant;
- (2) Each person holding a recorded interest in the real property subject to the covenant;
- (3) Each person in possession of the real property subject to the covenant;
- (4) Each municipality or other unit of local government in which real property subject to the covenant is located; and
- (5) Any other person the agency requires; and
- (6) Crown Cork & Seal Company, Inc
Mr. Kenny Gullede
Remediation Manager
P.O. Box 759
Cheraw, SC 29520

18. Notice. Unless otherwise notified in writing by the Agency, any document or communication required by this Environmental Covenant shall be submitted to:

U.S. Environmental Protection Agency, Region 7
AWMD/WRAP

11201 Renner Blvd
Lenexa, KS 66219

Remediation Section
Land Management Division
Nebraska Department of Environmental Quality
P.O. Box 98922
Lincoln, NE 68509-8922

Gilsa Real Estate Company, LLC
c/o LALA U.S., Inc.
5301 Alpha Road, Suite 80-300
Dallas, TX 75240
Attn: Darla S. Roden

Other parties requiring notice under this Environmental Covenant:

Crown Cork & Seal Company, Inc.
Mr. Kenny Gullede
Remediation Manager
P.O. Box 759
Cheraw, SC 29520

ACKNOWLEDGEMENTS

GRANTOR:

IN WITNESS WHEREOF, Grantor, as the owner of the Property and the Holder of this Environmental Covenant, has caused this Environmental Covenant to be executed on this 12 day of May, 2020.

GILSA REAL ESTATE COMPANY, LLC,
a Nebraska limited liability company

By: Darla S. Roden, General Counsel
Name Darla S. Roden

General Counsel LAU.S., Inc.
Title

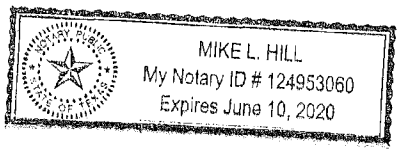
LAU.S., INC. sole member
of LMA Branded Products, LLC,
sole member of Gilsa Real
Estate Company, LLC

STATE OF TEXAS)
) **ss.**
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 12th of May, 2020 by Darla S. Roden who acknowledged said Environmental Covenant on behalf of Grantor.

Mike L. Hill
Notary Public

(SEAL)



AGENCY:

IN WITNESS WHEREOF, the EPA, as an Agency defined in Neb. Rev. Stat. § 76-2602(2), is not a party to this Environmental Covenant and does not acquire or assume any liability, obligation, or responsibility under state or federal law by virtue of signing this Environmental Covenant, nor is EPA a Holder under Neb. Rev. Stat. §§ 76-2602(6) and 76-2603(a).

**U.S. ENVIRONMENTAL
PROTECTION AGENCY**

By: *[Signature]*
Lead, Chemical & Remediation Division
Director

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

SM The foregoing instrument was acknowledged before me this 21st of April,
₂₀₂₀ 2018 by SARAH A. MORENO who acknowledged said Environmental Covenant on
behalf of the Agency.

[Signature]
Notary Public

(SEAL)



CROWN INDUSTRIAL PARK REPLAT 1

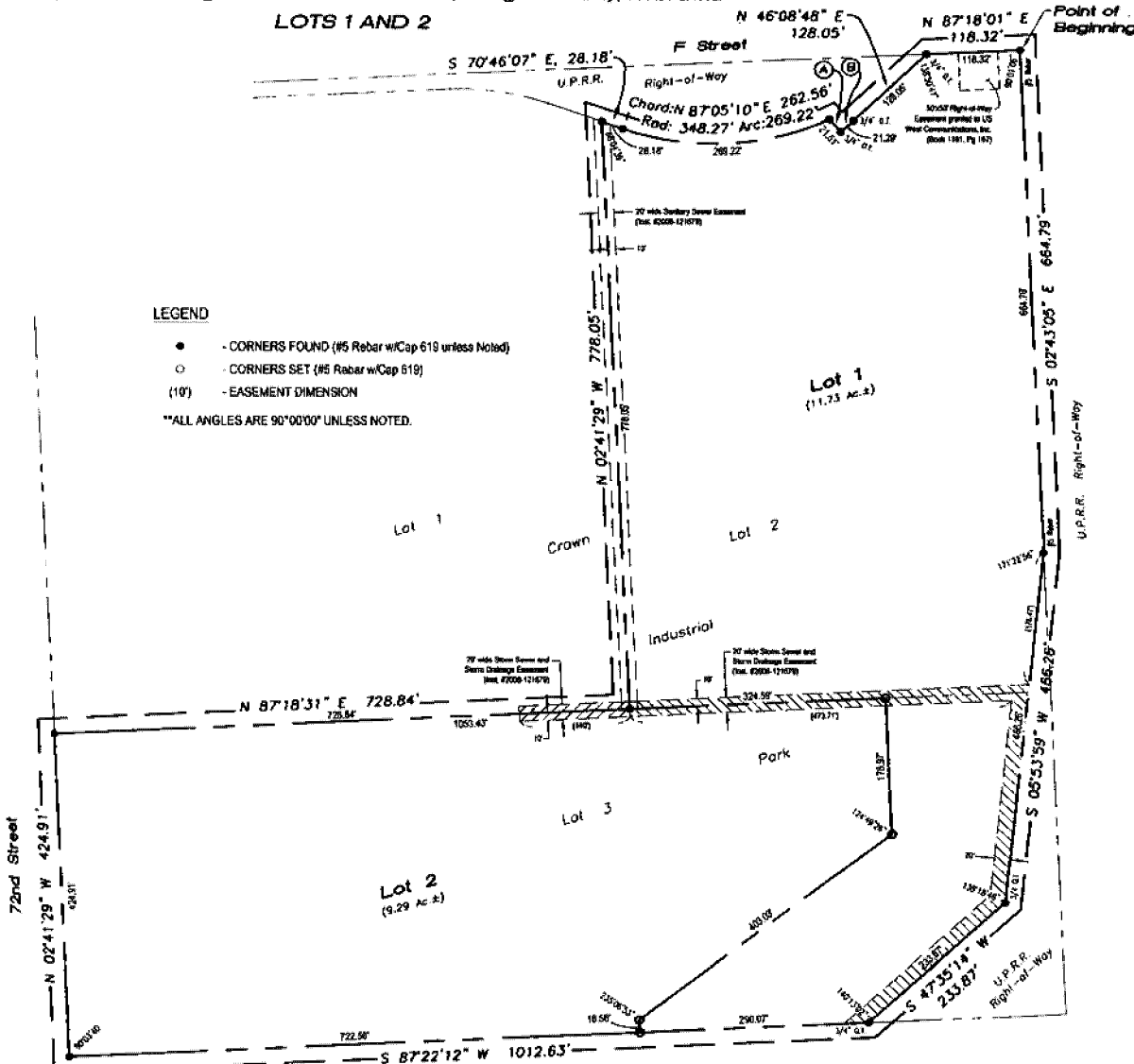
Being a replat of Lots 2 and 3, Crown Industrial Park, located in the Northwest One-Quarter of the Northwest One-Quarter of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska

Prepared by: The Schommer Associates
1044 North 112th Street, Suite 300
Omaha, NE 68154-4436
402.493.4200

BOUNDARY INFORMATION

- (A) S 40°14'25" E, 21.51'
- (B) Radius: 329.62' Arc: 21.26' Chord: N 48°00'07" E, 21.28'

LOTS 1 AND 2



LEGEND

- - CORNERS FOUND (#5 Rebar w/Cap 619 unless Noted)
- - CORNERS SET (#5 Rebar w/Cap 619)
- (10') - EASEMENT DIMENSION

**ALL ANGLES ARE 90°00'00" UNLESS NOTED.

LEGAL DESCRIPTION: CROWN INDUSTRIAL PARK REPLAT 1

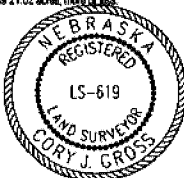
Being a replating of Lots 2 and 3, Crown Industrial Park, located in the Northwest One-Quarter of the Northwest One-Quarter of Section 1, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska. Being more particularly described as follows:

Beginning at the intersection of the east line of the Northwest One-Quarter of said Northwest One-Quarter and the south line of F Street right-of-way. Thence the following five (5) courses along the east line of said Crown Industrial Park: (1) South 02°41'29" East (assumed bearing) for 804.79 feet (2) South 05°53'59" West for 468.28 feet (3) South 47°36'14" West for 233.87 feet; thence South 87°22'12" West for 1012.63 feet along the south line of said Crown Industrial Park; thence North 02°41'29" West for 424.91 feet along the west line of said Lot 3; thence North 87°18'31" East for 728.84 feet along the north line of said Lot 3; thence North 02°41'29" West for 778.05 feet along the west line of said Lot 2; thence the following five (5) courses along the south line of U.P.R.R. right-of-way: (1) South 70°46'07" East for 28.18 feet (2) Easterly along a 348.27 foot radius curve to the left for 269.22 feet with a long chord bearing North 87°05'10" East for 262.56 feet (3) South 40°14'25" East for 21.51 feet (4) Northeasterly along a 329.62 foot radius curve to the left for 21.28 feet with a long chord bearing North 48°00'07" East for 21.26 feet (5) North 46°08'48" East for 128.05 feet; thence North 87°18'01" East for 118.32 feet along the south line of F Street right-of-way to the point of beginning. Above described parcel contains 21.02 acres, more or less.

LAND SURVEYORS CERTIFICATE

I hereby certify that I have made an accurate boundary survey of the property described herein and that permanent markers have been found or set at all corners of all lots within Crown Industrial Park Replat 1.

Cory J. Gross
Cory J. Gross, RLS #619
Date: 01/21/2010



COUNTY TREASURERS CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as described within this plat as shown by the records of this office.

County Treasurer _____ Date _____

OMAHA CITY PLANNING BOARD APPROVAL

Approved as a subdivision of Crown Industrial Park Replat 1 in compliance with Section 53-1003, Omaha Municipal Code with plat requirements waived per Section 7.08, Home Rule Charter of the City of Omaha. This subdivision approval is void unless this plat is filed and recorded with the county register of deeds within thirty (30) days of this date.

Planning Director _____ Date _____

OWNERS CERTIFICATION

Know all persons by these presents, that the undersigned is the owner of the property as described in the legal description and embraced within this plat, and have caused said land to be registered as shown on this plat.

SOUTH 72ND STREET ASSOCIATES, L.L.C., a Delaware limited liability company

By: 72nd Street Partners, L.L.C., a Colorado limited liability company,
Its Managing Member

By: Alliance Real Estate Value Fund III, L.L.C., a Delaware limited liability company,
Its Manager

By: AVF Management, L.L.C., a Colorado limited liability company,
Its Managing Member

By: *T. David E. Ramsey* Date: 1/23/10

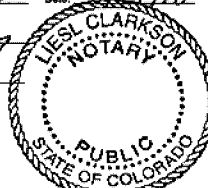
Name: *T. David E. Ramsey*
Title: *Member*

ACKNOWLEDGMENT OF NOTARY

State of COLORADO
County of JEFFERSON

on this 27th day of JAN, 2010, before me, the undersigned notary public, qualified and commissioned in and for said county and state, personally appeared T. David E. Ramsey, known to me to be the identical person whose name is affixed to the dedication and he or she acknowledged to be his voluntary act and deed.

T. David E. Ramsey
Notary Public Date: 1/23/2010



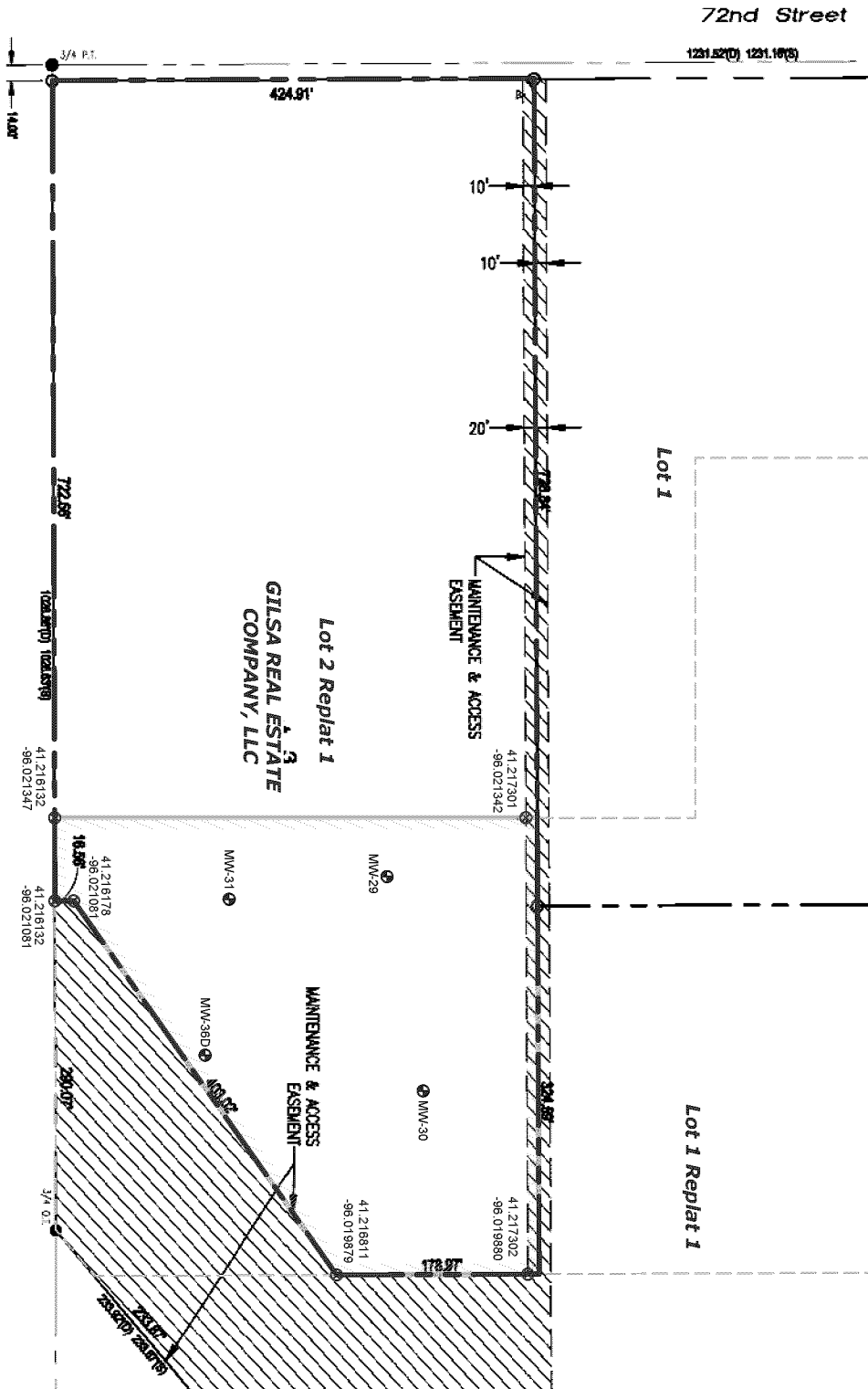
0 30 60 120 150
APPROXIMATE SCALE (FT)

GILSA REAL ESTATE COMPANY, L.L.C.
LOT TWO (2) REPLAT ONE (1)
CROWN INDUSTRIAL PARK
OMAHA, NEBRASKA

EXHIBIT
1

L:\Loop Project Files_CAD\1690002018_CC&S Omaha Plant_2018-01\Ext-2_Gilisa real Estate Company, LLC Exca Control Boundaries Lot 2 Replat 1.dwg

Source: Exhibit A, Severmer Associates, January 2010.



72nd Street
1231.52(0), 1231.16(5)

Lot 1

Lot 2 Replat 1
GILISA REAL ESTATE
COMPANY, LLC

Lot 1 Replat 1

MAINTENANCE & ACCESS
EASEMENT

MAINTENANCE & ACCESS
EASEMENT

LEGEND

	PROPERTY BOUNDARY
	CONTROL EXCAVATIONS GREATER THAN 18 FEET
	MONITORING WELL
	LATITUDE-LONGITUDE NORTH AMERICAN DATUM (NAD83)



GILISA REAL ESTATE COMPANY, LLC
EXCAVATION CONTROL BOUNDARIES
LOT TWO (2) REPLAT ONE (1)
CROWN INDUSTRIAL PARK
OMAHA, NEBRASKA

DATE: 6/8/18	DATE: 6/8/18	169002018
DRAWN BY: EDC/CK		
EXHIBIT		2