

LAND CONTRACT

THIS AGREEMENT, dated the 10th day of APRIL, 1978, by and between CAMPBELL SOUP COMPANY, a New Jersey corporation ("Seller"), and UNITED-A.C. COOPERATIVE, INC., a Nebraska corporation ("Buyer"),

W I T N E S S E T H :

That in consideration of good and valuable considerations, the receipt of which is hereby acknowledged, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, that certain real estate located in Sarpy County, Nebraska, more particularly described on "Exhibit Z", attached hereto and made a part hereof (the "Property"), upon the following terms and conditions:

1. The purchase price for the Property shall be One Million One Hundred Eleven Thousand Dollars (\$1,111,000) to be paid as follows:

- (a) Buyer has heretofore paid Seller Ten Thousand Dollars (\$10,000), the receipt of which is hereby acknowledged;
- (b) Buyer shall pay Seller Two Hundred Ninety Thousand Dollars (\$290,000) by bank cashier's or certified check delivered to Seller simultaneously with delivery to Seller of two (2) copies of this Land Contract which have been duly executed by Buyer;
- (c) Buyer will pay Seller the balance of Eight Hundred Eleven Thousand Dollars (\$811,000) in five (5) equal annual principal installments of One Hundred Sixty-two Thousand Two Hundred Dollars (\$162,200) each, together with accrued interest on the unpaid principal balance calculated from the date hereof at the rate of Eight Percent (8%) per annum.
- (i) The first installment of principal and accrued interest shall be paid one (1) year after the date hereof, and

WHITE, LIPP, SIMON AND POWERS, ATTORNEYS AT LAW, OMAHA, NEBRASKA

REGISTER OF DEEDS, SARPY COUNTY, NEB.

4-14-78 8:35 AM 51 Misc Rec
Carl S. Hildebrand 27²⁵

File # 02907

51-2104

- (ii) Succeeding annual installments and accrued interest shall be paid on each anniversary of the date of the first installment thereafter until the entire purchase price, together with accrued interest, has been paid in full, but in no event, however, later than the fourth anniversary of said first installment.
- (iii) Each payment shall be credited first to accrued interest and the balance to principal.
- (iv) Buyer may at any time, without penalty, prepay all or any portion of the unpaid principal balance, provided, however, that any partial prepayment of a principal installment must exceed One Hundred Thousand Dollars (\$100,000), and shall be applied against future principal installments in the inverse order of their maturity.
2. Seller shall pay any transfer taxes payable, and the cost of any transfer stamps required to be purchased, in connection with this transaction. Real estate taxes and assessments, if any, shall be prorated as of the date hereof; provided, however, Seller shall pay, or give Buyer credit for sufficient moneys for Buyer to pay, such of the following special assessments which are unpaid at the date hereof; paving, storm and sanitary sewers and for water mains. Subject to such proration, Buyer agrees to pay before delinquent all taxes, assessments, and all other charges hereafter levied or assessed against the Property. If Buyer shall fail to pay any such taxes, assessments or other charges before they become delinquent, then Seller may, in addition to any other remedies Seller may have hereunder or by law, pay the same, including penalties and interest, and all amounts so paid by Seller, together with interest thereon at the rate of Eight Percent (8%) per annum calculated from the date of payment by Seller, without notice to Buyer, shall be added to and deemed part of the unpaid balance of the purchase price for the Property.

51-210 B

3. Time is of the essence of this Land Contract. If Buyer fails to keep any of its agreements or to perform any of its obligations hereunder, then, in addition to any other rights Seller may have by law or otherwise, upon thirty (30) days written notice to Buyer from Seller, the whole amount of the unpaid balance of the purchase price, together with accrued interest, shall be due and payable at once, and any and all rights of Buyer hereunder shall be deemed forfeited and void, and any moneys theretofore paid by Buyer to Seller hereunder shall be retained by Seller as rent for use of Property.

4. Buyer shall be entitled to full possession of the Property from the date hereof; provided, however, neither Buyer or any other person or party acting by, through or under Buyer, shall place any improvements of any nature on the Property including but not limited to buildings, roadways, utility equipment, landscaping and surface grading; and further provided, however, such right of possession shall terminate and Seller shall be entitled to immediate possession of the Property and improvements thereon, upon Buyer's failure to keep any of its agreements or to perform any of its obligations hereunder. Seller shall have the right to enter the Property at all times for the purpose of inspecting and for any other reasonable purpose.

5. When the balance of the purchase price, together with accrued interest, shall have been paid in full by Buyer, Seller shall, within ten (10) days thereafter, deliver to Buyer a good and sufficient warranty deed conveying title to the Property to Buyer subject only to

(a) taxes and assessments due and payable in 1978 and thereafter, specifically excluding however, all the special assessments referred to in Paragraph 2 hereof;

(b) matters which are exceptions from coverage on the title insurance commitment and title insurance policy, if any, accepted by Buyer and issued to Buyer on or before execution of this Land Contract by both Buyer and Seller; and

(c) liens, easements, encumbrances, covenants and restrictions which have arisen since the date hereof, specifically excluding however, any attributable to Seller.

6. Until payment of the entire purchase price and accrued interest, Buyer shall not, without Seller's written consent, assign or transfer this Land Contract, remove any improvements of any kind or character or lease the Property or any part thereof; provided, however, Buyer may, without Seller's consent, lease the Property for farming purposes but only if:

(a) such lease is in writing, and specifically acknowledges the existence of this Land Contract, and provides that any rights the tenant may have under such lease are subject to Seller's rights hereunder, and

(b) the nature and scope of the farming to be performed by the tenant is substantially the same as the farming performed on the Property during the three (3) year period preceding the date hereof.

7. Seller shall not be liable for any damage or injury resulting from any present or future condition of the Property, nor shall Seller be obligated to repair or correct any such damage or deficiency in the Property. Buyer agrees to defend and indemnify Seller, and save Seller harmless, from any and all demands, claims, suits, liabilities, losses and damages, with respect to claims arising in connection with the condition of the Property, or the use thereof, after the date hereof.

8. Buyer shall not violate or permit any violation of any law which might affect the Property or its use. Buyer will commit no waste on the Property and will not use the Property for any unlawful purpose.

9. Neither damage to or destruction of all or any portion of the Property or any improvements thereon, nor the taking of all or any portion of the Property by any competent authority, shall

51-210 D

excuse Buyer's performance under this Land Contract except the recoveries therefor, whether by award or by settlement shall be applied upon the unpaid balance of the purchase price, all excess shall be the sole property of the Buyer.

10. Buyer agrees not to mortgage or attempt to mortgage all or any portion of the Property or any of Buyer's interest in the Property. Except for farm leases described in Paragraph 6 hereof, Buyer will not take any action, fail to take any action, or permit others to take or fail to take any action, which would cause a lien, encumbrances, or any other restriction to arise with respect to the Property, and if any such lien, encumbrance or other restriction should arise, Buyer will promptly, at its expense, do whatever is necessary to have same removed.

11. Buyer, at its option, may procure a final title insurance policy prior to the delivery of the deed by Seller, and in the event Buyer chooses to so do, Seller will reimburse Buyer for Fifty Percent (50%) of the final title policy premium except that Seller's reimbursement shall not exceed Seven Hundred Fifty Dollars (\$750).

12. This Land Contract shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

CAMPBELL SOUP COMPANY, Seller

By *W. A. Schmitt* VICE PRESIDENT *WAS*

UNITED-A.C. COOPERATIVE, INC., Buyer

By *Donald H. Nick* PRESIDENT

STATE OF NEW JERSEY)
COUNTY OF CAMDEN) ss

The foregoing instrument was acknowledged before me this
10th day of April, ¹⁹⁷⁸1977, by W. R. Schmitt
(name)

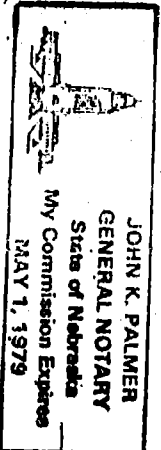
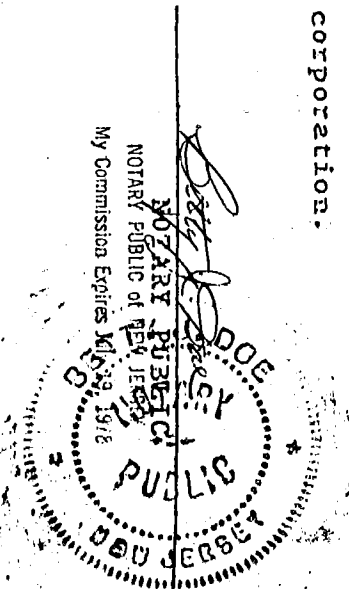
Vice President of CAMPBELL SOUP COMPANY, a New Jersey
(title) corporation, on behalf of the corporation.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss

The foregoing instrument was acknowledged before me this

31st day of March, ¹⁹⁷⁸1977, by Jerald H. Wolfe
(name)

President of UNITED-A.G. COOPERATIVE, INC.,
(title) a Nebraska corporation, on behalf of the corporation.

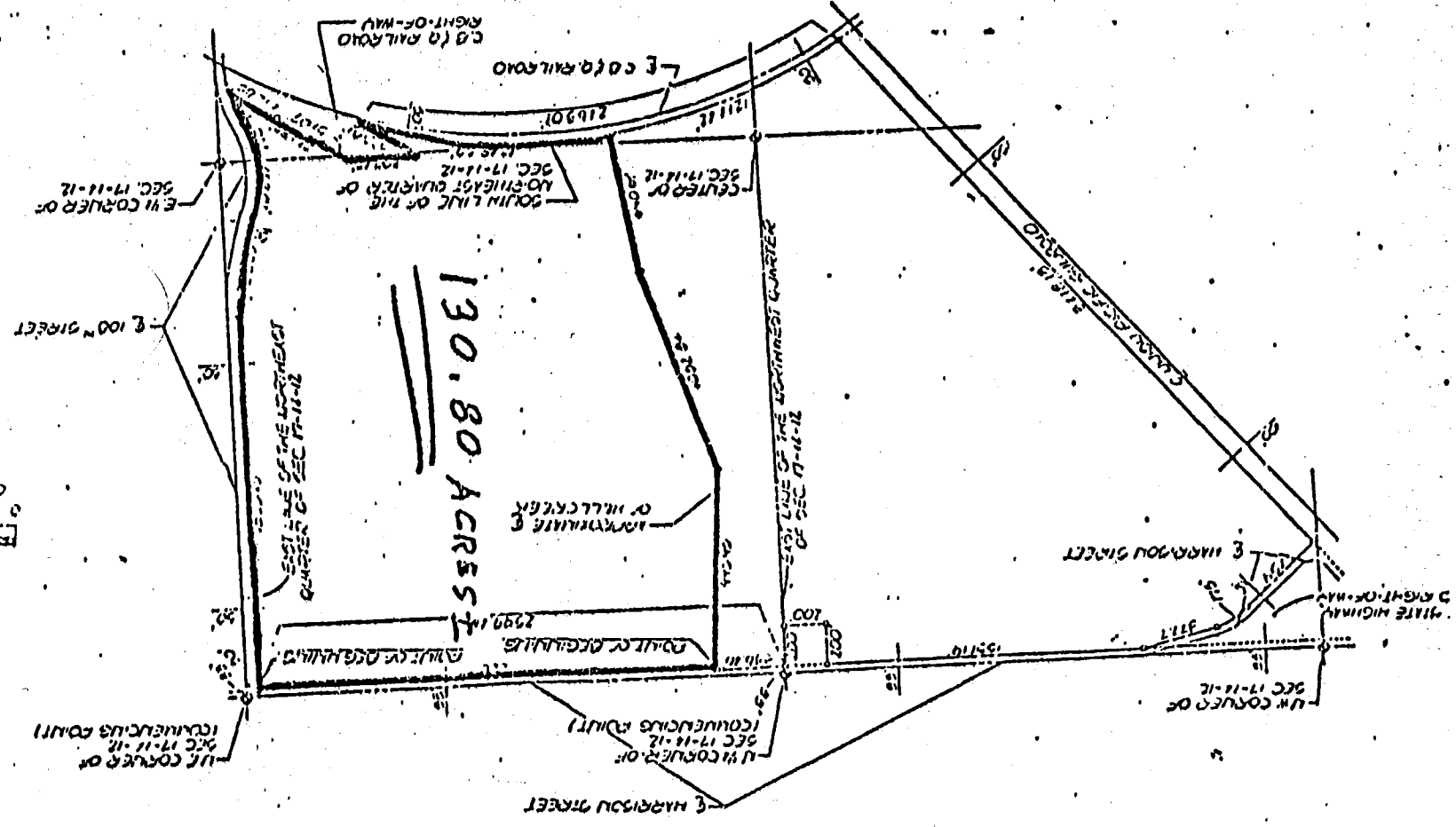


Jerald H. Wolfe
NOTARY PUBLIC

51-210 E

SIMPSON SOUP COMPANY
 85 M & HARRISON STREETS

DESIGNED	ARCHITECTS - ENGINEERS - PLANNERS
DRAWN	OMAHA - DAVENPORT - OMAHA
DATE	
PROJECT NO.	
DATE	
REVISIONS	
DATE	



GRAPHIC SCALE
 0 100 150 200
 FEET

51-210F

"Exhibit 2" to Land Contract

POOR COPY FILED

Page 1

51-2106

LEGAL DESCRIPTION
JOB NO. 327A-02
OCTOBER 28, 1976

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHEAST QUARTER, ALL IN SECTION 17, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 17-14-12; THENCE SOUTH 02°37'35" EAST (ASSUMED BEARING) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 17-14-12 (A.K.A. THE CENTERLINE OF 108TH STREET), A DISTANCE OF 33 FEET; THENCE SOUTH 87°38'24" WEST, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING (SAID POINT BEING LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET AND THE WEST RIGHT-OF-WAY LINE OF 108TH STREET); THENCE CONTINUING SOUTH 37°38'24" WEST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF HARRISON STREET, A DISTANCE OF 2263 FEET; THENCE SOUTH 00°08'15" WEST, A DISTANCE OF 995.95 FEET; THENCE SOUTH 21°21'40" EAST, A DISTANCE OF 1052.34 FEET; THENCE SOUTH 12°04'42" EAST, A DISTANCE OF 690.63 FEET TO A POINT LOCATED ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE C.B. & Q. RAILROAD (SAID POINT ALSO BEING LOCATED ON A CURVE); THENCE SOUTHEASTERLY ALONG A 2914.79 FOOT RADIUS CURVE TO THE RIGHT (SAID CURVE A.K.A. THE NORTHERLY RIGHT-OF-WAY LINE OF THE C.B. & Q. RAILROAD), AN ARC DISTANCE OF 1248.59 FEET (CHORD BEARING SOUTH 87°54'37" EAST, CHORD DISTANCE OF 1200.04 FEET); THENCE NORTH 62°48'21" WEST ALONG THE RIGHT-OF-WAY LINE OF THE C.B. & Q. RAILROAD, A DISTANCE OF 300.01 FEET TO A POINT LOCATED ON THE SOUTH LINE OF THE SAID NORTHEAST QUARTER OF SECTION 17-14-12; THENCE NORTH 87°33'40" EAST ALONG THE SAID RIGHT-OF-WAY LINE OF THE C.B. & Q. RAILROAD (A.K.A. THE SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 17-14-12), A DISTANCE OF 303.42 FEET; THENCE SOUTH 62°48'19" EAST ALONG THE SAID RIGHT-OF-WAY LINE OF THE C.B. & Q. RAILROAD, A DISTANCE OF 151.07 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A 3894.83 FOOT RADIUS CURVE TO THE RIGHT (SAID CURVE A.K.A. THE RIGHT-OF-WAY LINE OF THE C.B. & Q. RAILROAD), AN ARC

5-1-210-4

DISTANCE OF 251.37 FEET (CHORD BEARING SOUTH 60°56'52" EAST, CHORD DISTANCE OF 251.32 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 59°03'07" EAST ALONG THE SAID RIGHT-OF-WAY LINE OF THE C.B. & Q. RAILROAD, A DISTANCE OF 272.83 FEET TO A POINT LOCATED ON THE WESTERLY RIGHT-OF-WAY LINE OF 108TH STREET (SAID POINT ALSO BEING LOCATED ON A CURVE); THENCE NORTHWESTERLY ALONG A 638.75 FOOT RADIUS CURVE TO THE LEFT (SAID CURVE A.K.A. THE WESTERLY RIGHT-OF-WAY LINE OF 108TH STREET), AN ARC DISTANCE OF 178.64 FEET (CHORD BEARING NORTH 20°19'56" WEST, CHORD DISTANCE OF 178.05 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A 588 FOOT RADIUS CURVE TO THE RIGHT (SAID CURVE A.K.A. THE WESTERLY RIGHT-OF-WAY LINE OF 108TH STREET), AN ARC DISTANCE OF 468.01 FEET (CHORD BEARING NORTH 05°32'33" WEST, CHORD DISTANCE OF 455.75 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG A 1450 FOOT RADIUS CURVE TO THE LEFT (SAID CURVE A.K.A. THE WESTERLY RIGHT-OF-WAY LINE OF 108TH STREET), AN ARC DISTANCE OF 503.26 FEET (CHORD BEARING NORTH 07°19'00" EAST, CHORD DISTANCE OF 500.74 FEET) TO A POINT OF TANGENCY; THENCE NORTH 02°37'35" WEST ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF 108TH STREET, A DISTANCE OF 1855.45 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 5,697,544.00 SQ. FT. OR 130.80 ACRES.

GOLLEHON, SCHEMWER & ASSOCIATES, INC.
ARCHITECTS-ENGINEERS-PLANNERS
12100 WEST CENTER ROAD, SUITE 520
OMAHA, NEBRASKA 68144

94-14186

RELOCATION AND REIMBURSEMENT AGREEMENT

This Relocation and Reimbursement Agreement ("Agreement") is made and entered into and effective this 20th day of May, 1994, by and between WILLIAMS PIPE LINE COMPANY (herein "WILLIAMS"), a Delaware corporation, whose mailing address is P.O. Box 3448, Tulsa, Oklahoma, and the County of Sarpy, in the State of Nebraska, a Nebraska municipal corporation whose mailing address is 15100 South 84th Street, Papillion, Nebraska 68128, (herein "the COUNTY").

WITNESSETH:

WHEREAS, WILLIAMS is the owner of one six-inch petroleum products pipeline known as the #2-6" (herein "the Pipeline"), and easements (herein "Easements") for pipelines in the Northwest Quarter (NW $\frac{1}{4}$) of Section 20, Township 14 North, Range 12 East, Sarpy County, Nebraska, by virtue of that certain Right of Way Agreement executed by Mary E. Schnekloth and Fred Schnekloth, wife and husband, and Fred J. Hagedorn and Antoinette E. Hagedorn, wife and husband, and filed for record March 11, 1941 in the office of the Register of Deeds of Sarpy County, Nebraska, in Book 10 of Misc. at Page 464, and by virtue of that certain pipe line license executed by Missouri-Pacific Railroad Corporation recorded as instrument number 26842 in the records of the Register of Deeds of Sarpy County, Nebraska, which has been assigned to Williams Pipe Line Company, and in the South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) and the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 17, Township 14 North, Range 12 East, Sarpy County Nebraska, by virtue of that certain Right-of-Way Agreement executed by Annie Peters and Fred Peters, wife and husband, and filed for record March 11, 1941 in the office of the Register of Deeds of Sarpy County, Nebraska in Book 10 of Misc. at Page 467;

WHEREAS, certain property within the Southwest Quarter (SW $\frac{1}{4}$) of Section 17, and the Northwest Quarter (NW $\frac{1}{4}$) of Section 20, Township 14 North, Range 12 East, Sarpy County, Nebraska, will be within an area effected by construction by the County of Sarpy, to relocate Giles Road, in Omaha, Nebraska;

WHEREAS, the COUNTY has full responsibility for this project, known as NDOR Project number RS-BRS-3790(1), NDOR C.N. 20682, and TSA Project No. 316901.

WHEREAS, this project will effect the operation of the Pipeline, and, as a result, the COUNTY desires WILLIAMS to relocate approximately 160 linear feet of the Pipeline as shown on the WILLIAMS Drawing No. S-6776 attached hereto and marked "Exhibit A"; and

WHEREAS, WILLIAMS, under the terms hereinafter stated, is willing to evaluate the construction project and to relocate the Pipeline to accommodate said project, provided the COUNTY reimburses WILLIAMS for all of its actual costs, both direct and indirect, of making such modifications.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, WILLIAMS hereby agrees to relocate the Pipeline in accordance with the WILLIAMS Drawing No. S-6776 attached and marked "Exhibit A" and incorporated herein subject to the following terms and provisions:

1. The COUNTY agrees that the WILLIAMS Drawing No. S-6776 "Exhibit A," represents the work requested of WILLIAMS.
2. The total cost of the relocation of the pipeline is estimated

AFF-9413.DOC

Proof	✓
DE	✓
VC	✓
FI	✓
Checked	✓
Fee \$	50.50

94-14186A

to be Sixty Three Thousand, Six Hundred Seventy Seven and no/100 Dollars (\$63,677.00) as shown on the Cost Estimate attached and marked "Exhibit B." Final actual costs may be more or less than such estimate, which shall not be construed as a limitation of the COUNTY's liability for reimbursement for costs for such work. WILLIAMS shall promptly provide notice to the COUNTY if it becomes obvious to WILLIAMS that the final actual costs will exceed the foregoing by more than 10 percent (10%). The COUNTY shall bear 100% of the final actual costs.

3. The COUNTY agrees to bear all direct and indirect costs reasonably incurred by WILLIAMS and relating to any construction by WILLIAMS hereunder, including, but not limited to, labor, materials, construction, damages, administrative overhead, taxes and legal fees relating to the engineering and relocation of the Pipeline to accommodate this project. The COUNTY recognizes that WILLIAMS may use one or more contractors to perform the relocation. The COUNTY represents that it has been officially authorized by a resolution of the County Commission (a copy of which has been furnished to WILLIAMS) to enter into this Agreement with WILLIAMS and to carry out the terms thereof, and that no other authority is legally necessary to make this Agreement a binding obligation of the COUNTY after execution by and who is duly acting for whose title is and who is duly acting for the COUNTY in these premises.

4. Within 120 days following the completion of this project, WILLIAMS shall make an accounting of final actual costs and provide the COUNTY an invoice of the same. The COUNTY shall pay the full amount within thirty (30) days after receipt of the final invoice.

5. The COUNTY and WILLIAMS mutually agree that all operations and work performed by the COUNTY above or adjacent to the Pipeline shall be performed in a workmanlike and safe manner and in conformance with all applicable industry standards and conditions that may be reasonable imposed by WILLIAMS from time to time.

6. Exclusive of Saturday, Sunday and legal holidays, notice shall be given to WILLIAMS by the COUNTY, at least 48 hours in advance of commencement of any work on or adjacent to the Pipeline, excepting only cases of emergency. Said notice shall be given to the Manager of Operations, Rick Fahrenkrog, Southern Region, 10200 W. 75th St., Suite 270, Shawnee Mission, Kansas, 66204, telephone (913)677-2166.

7. In the event that the COUNTY or WILLIAMS breaches any of the terms, covenants or provisions of this Agreement, and either party commences litigation to enforce any provisions of this Agreement or of the aforesaid easements, the cost of attorneys' fees and the attendant expenses will be payable to the prevailing party. Such payment shall be pro rata of the recovery of the total amount alleged due the complaining party.

8. The COUNTY shall indemnify, save, hold harmless, and at WILLIAMS option, defend WILLIAMS, its affiliated companies and their directors, officers, employees, and agents from any and all claims, demands, costs (including without limitation, reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties and administrative proceedings of injury or death to persons or damage or loss to property, environmental damages, or other business losses, including those made or incurred by WILLIAMS or its affiliated companies

94-14186B

9. and their directors, officers, employees, or agents, or third parties, or governmental agencies in any way arising from or connected with the existence, construction, operation, maintenance, or removal of the COUNTY'S facilities except those arising from WILLIAMS' negligence.
9. It is agreed and understood by the parties hereto that Federal-Aid Policy Guide 23 CFR 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, as supplemented, revised or updated heretofore, is hereby expressly made a part of and incorporated into this agreement by this reference.
10. Williams agrees that any work to be done under this agreement by someone other than Williams itself shall be contracted for in accordance with the provisions of Federal-Aid Policy Guide 23 CFR 645A and 23 CFR 645B, as referenced in Section 1 of this agreement.
11. Williams shall comply with and require anyone performing work under this agreement other than Williams itself to comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49-CFR 21 and 49-CFR 27, as set forth in the attached Exhibit "A", which is hereby made a part of this agreement.
12. Williams agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. §48-1126 (Reissue 1988), as amended, and the same are incorporated herein by this reference.
13. Williams agrees that it and any contractor or subcontractor engaged under this agreement will fully comply with the provisions of the Nebraska Employment Security Law as provided by Neb.Rev.Stat. §48-610 through 48-671 (Reissue 1988), as amended, and the same are incorporated herein by this reference.
14. The COUNTY agrees that liabilities (including but not limited to any such liabilities arising under the laws and regulations relating to protection of the environment), expenses and costs, if any, WILLIAMS has, had, shall or may have, shall be paid or reimbursed by the COUNTY, or its successor or assigns, TO THE EXTENT that such liabilities are, were or shall be aggravated, exacerbated, compounded, contributed to or caused by the COUNTY, its contractors, agents, assigns or successors, as a result of any work or actions taken on behalf of the COUNTY on the property.
15. All relocation work performed by WILLIAMS, its employees, agents, contractors or subcontractors under this agreement shall be done in a good and workmanlike manner.
16. WILLIAMS shall use due diligence in performing the relocation of the Pipeline, weather permitting.
17. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the relocation of the Pipeline by and between WILLIAMS and the COUNTY.
18. The terms of this Agreement shall constitute covenants running with the land and be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

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YMAAACC

94-19186C

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year below.

WILLIAMS PIPE LINE COMPANY

BY: [Signature]
Steven S. Ball, Senior Vice
President & General Manager

DATE: June 1, 1994

COUNTY OF SAREPY

Seal: [Seal]
Attest: [Signature] BY: Bob Williams
Vice Chairman

BY: County Clerk

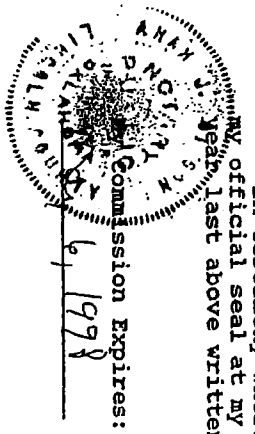
Approved by [Signature] DATE: May 24th 1994
County Attorney

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

On this 1st day of June, 1994, before me appeared Steven S. Ball being by me duly sworn did say that he is the Senior Vice President and General Manager of Williams Pipe Line Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Steven S. Ball acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

[Signature]
Notary Public



94-14186D

STATE OF NEBRASKA)
) SS
COUNTY OF SARPY)

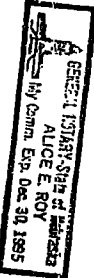
On this 24th day of May, 19 94,
before me appeared Bob Lloyd,
to me personally known, who, being by me duly sworn, did say that
he is Vice Chairman - David of Commission 15 of THE COUNTY OF SARPY,
a Nebraska municipal corporation and that the seal affixed to the
foregoing instrument is the official seal of said corporation, and
that said instrument was signed and sealed in behalf of said
corporation by authority of its city administrator and acknowledged
said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed
my official seal at my office in said county and state the day and
year last above written.

Alice E. Roy

Notary Public

My Commission Expires: December 30, 1995



This instrument was drafted by
Williams Pipe Line Company,
a Delaware Corporation,
P.O. Box 3448
Tulsa, Oklahoma 74101

REGISTERED
04-14186

24 APR 23 PM 12:25

Clare
REGISTERED OFFERS

97-1118-4

REFERENCE DRAWINGS

STD-1070 TRENCH AND BRACKET REQUIREMENTS
STD-1072 PIPING AND BRACKET REQUIREMENTS
STD-1080 PIPING AND BRACKET REQUIREMENTS
STD-1088 CATHODIC PROTECTION TEST STATION STANDARDS
STD-1090 TEST LEAD WIRE INSTALLATION DETAILS
STD-1092A CATHODIC PROTECTION CONNECTION TO PIPE LINE
STD-1093A WELDED OR ADJUSTED FABRICATED DOWN MADE UP PIPE AND WASTE
STD-1072A ROAD CROSSING WITH/OUT CASING
ISA-116 30 TORPENA - STOCK FALS ALUMINUM SHELL (1-1000')

PIPE REQUIREMENTS

360 FT. 6.075 O.D. X 0.280 W.T. 1042, WALL THICK PIPE
PRESSURE TEST NEW PIPE FOR

PRESSURE TEST REQUIREMENTS

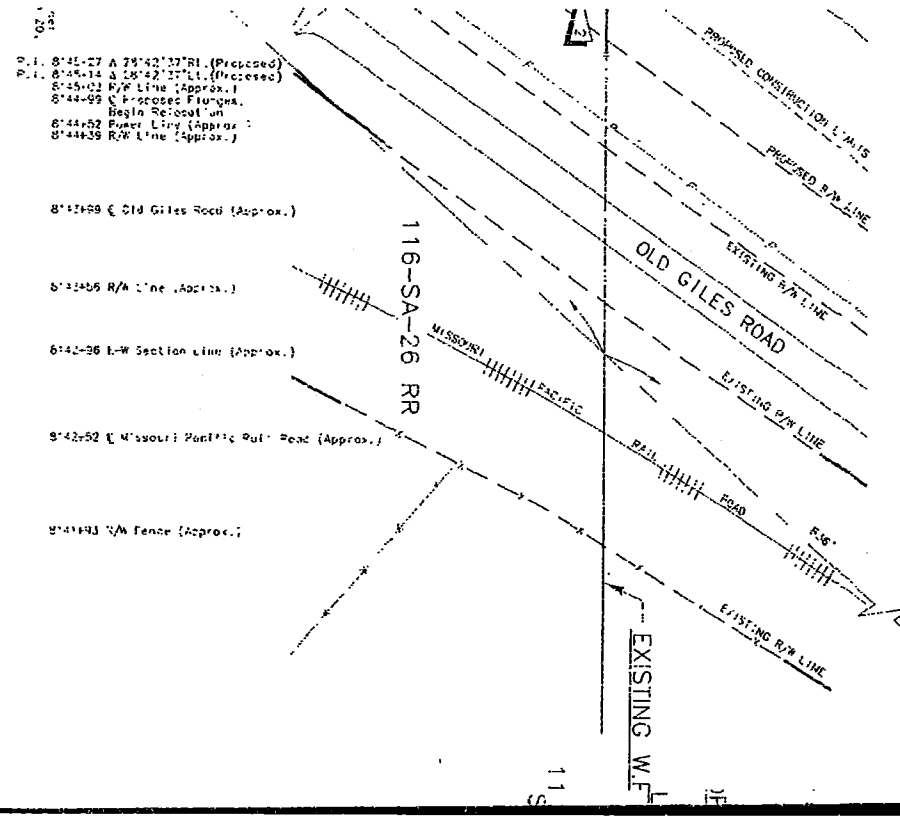
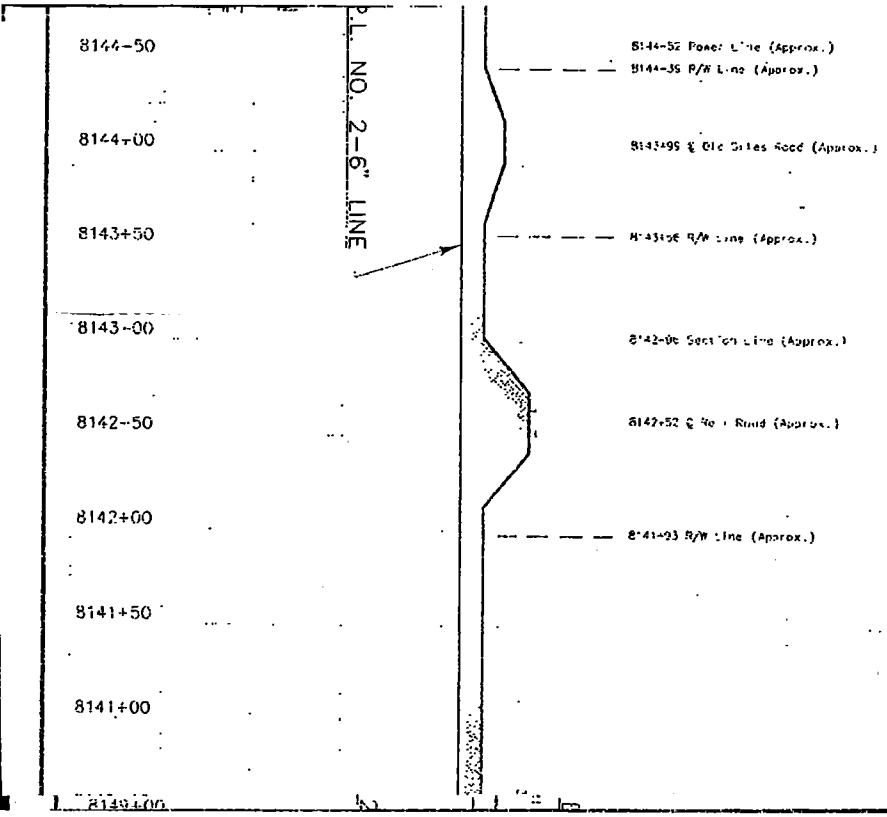
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PROF

EXISTING W.P.L.

110-S

EXISTING W.P.L. NO. 2

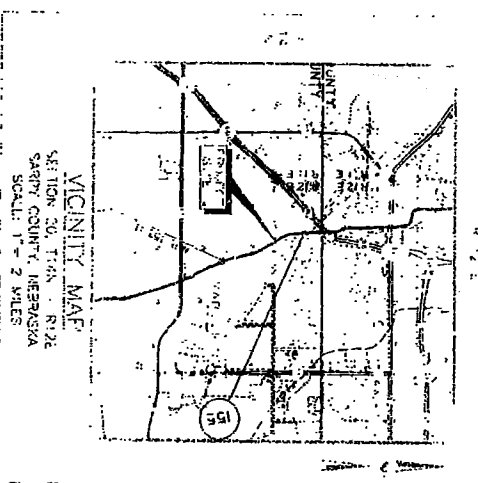


ITY, R 12 E
NEBRASKA

P. 1. 8142-27 A 29°42'27"R1. (Processed)
 P. 1. 8142-14 A 28°42'37"R1. (Processed)
 8142-01 R/W Line (Approx.)
 8144-99 C Proposed Flurgha.
 Begin Relocution
 8144-52 Power Line (Approx.)
 8144-35 R/W Line (Approx.)
 8143+95 Old Giles Road (Approx.)
 8143+96 R/W Line (Approx.)
 8142+96 Section Line (Approx.)
 8142+52 Old Road (Approx.)
 8141+93 R/W Line (Approx.)

11
SC
JE

The N 1/4 Cor. of Sec. 20, T. 44N R. 12E

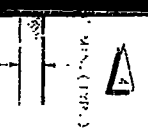


2. L. NO. 2-6" LINE
6-SA-26

NOTES:

1. INFORMATION TAKEN FROM:
NEBRASKA STATE DEPT. OF LANDS, PLANS FOR CONSTRUCTION,
DATED: 8/22/93
USE OF INFORMATION IS AT USER'S RISK.
TO OBTAIN PROPER DEPTH AND ALL DIMENSIONS OF PIPE.
2. EXISTING PIPE TO BE REMOVED.
3. NO PROFILE INFORMATION AVAILABLE. ALL DEPTHS TO BE FIELD VERIFIED.
4. LOWER PIPE TO PROVIDE 3" COVER OVER STAY-IN-PLACE FITTINGS.

LEWIS & CLARK
ENGINEERS & ARCHITECTS
P.O. BOX 1000
LINCOLN, NEBRASKA 68502



DATE: 10/15/93
BY: [Signature]
A 29

NO.	DESCRIPTION	DATE	BY
1	DESIGNED BY [Signature]	10/15/93	[Signature]
2	CHECKED BY [Signature]	10/15/93	[Signature]
3	APPROVED BY [Signature]	10/15/93	[Signature]

WILLIAMS PIPE LINE COMPANY INC.
PROPOSED RELOCATION OF
NO. 2-6" LINE AT M.P. 154.27 CROSSING
GILES ROAD

SARPY COUNTY, NEBRASKA
DATE: 10/15/93
BY: [Signature]
SCALE: 1" = 2 MILES
DRAWING NUMBER: S-6776
1

94-14186 I

PROJECT ESTIMATE
REVISION #1

AEE: > 8413

LOCATION: NO. 2-6th LPG TOPEKA-STIOUX FALLS
COUNTY AND STATE: SARPI COUNTY, NEBRASKA
DISTRICT: SOUTHERN REGION, DISTRICT C
PROJECT DESCRIPTION: HWY PROJ RS-BRS-3790(1) PAPILLION NW GILES RD.
TRACTS 116-SA-24, 116-SA-25RR & 116-SA-26

REQUESTED BY: SHOWER WARD
ESTIMATED BY: DAVID WHITENEND/JWR
PROJECT MANAGER:
ENGR MANAGER: LORENZO HILL
DATE REQUESTED:
DATE PREPARED: 5/17/94

CODE	QUANTITY	UNIT	DESCRIPTION	UNIT COST	AMOUNT	TOTAL
120	200	LF	LINE PIPE, 6.625" OD .250 WT SMLS X42	8	1,600	1,600
130	4	EA	SIX INCH FACTORY BENDS INSTALLATION EXCAVATION PIPE INSTALLATION STOPPLE SERVICE, TDW TIE IN BLOW DOWN BACKFILL AND COMPACTION PRESSURE TEST X-RAY BORE ROAD	550	2,200	2,200
140	1	DAY	PIPE COATING TAPE & MASTIC	4,000	4,000	4,000
150	160	LF	CATHODIC PROTECTION TEST LEADS	2	320	320
160	1	EA	FIELD LABOR, DRAIN UP	100	100	100
200	1	LOT	ENGINEERING AND DRAFTING EXPENSES	1,000	1,000	1,000
950	60	HR	ENGINEERING AND DRAFTING EXPENSES	60	3,600	6,000
955	1	LOT	ENGINEERING AND DRAFTING EXPENSES	2,400	2,400	2,400
955	40	HR	SURVEY	60	2,400	2,400
960	7	DAYS	INSPECTION	250	1,750	1,750
970	1,000	%	EMPLOYEE BENEFITS	26.60X	260	260
980	1,000	%	FIELD SUPERVISION	55.54X	555	555
990	59,185	X	ADMINISTRATIVE COSTS	7.59X	4,492	4,492
TOTAL COSTS						63,677
100% REIMBURSABLE						63,677

APPROVED BY: B

0000000000

HB

HAE000HHB0ABKCHBCKED

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93-03604

Proof	_____
D.E.	_____
Verify	_____
Filmed	_____
Checked	_____
Fee \$	179 ⁰⁰

FILED BANK OF N.C.
 INSTRUMENT NUMBER
 93-003604

93 FEB 25 PM 3:07

Carol A. Blawie
 REGISTER OF DEEDS

STS (74 24605

BROOK VALLEY LIMITED PARTNERSHIP

Trustor

TO

UNITED-A.G. COOPERATIVE, INC.

Beneficiary

And

JOEL DAVIS, ATTORNEY AT LAW

Trustee

COMBINATION
 DEED OF TRUST, SECURITY AGREEMENT
 AND FIXTURE FINANCING STATEMENT

DATED: February 22, 1993

Securing
 Promissory Note in the
 amount of \$2,999,517.90

003604

93-03604A

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COMBINATION DEED OF TRUST, SECURITY AGREEMENT
AND FIXTURE FINANCING STATEMENT

THIS COMBINATION DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT dated as of the 22nd day of February, 1993, by and between Brook Valley Limited Partnership, whose address is 6410 South 120th Plaza, Omaha, Nebraska 68137 ("Trustor") and United - A.G. Cooperative, Inc., whose address is 6211 L Street, Omaha, Nebraska 68117 ("Beneficiary"), and Joel Davis, Attorney at Law, ("Trustee").

NOW THEREFORE, THIS INDENTURE WITNESSETH:

TO SECURE THE PAYMENT when and as due and payable, of all indebtedness evidenced by the Note (as hereinafter defined), together with all interest thereon and all other amounts due thereunder, and all sums at any time payable pursuant to the Assignment (as hereinafter defined), and to secure the payment of all indebtedness which this Deed of Trust or the Assignment (as hereinafter defined) by its terms secures and compliance with all of the terms hereof and of the Note, Trustor does hereby grant, assign, transfer and convey to Trustee in trust, with power of sale, all those certain tracts or parcels of land (the "Land") situated in the County of Sarpy, State of Nebraska, described on Exhibit A attached hereto,

TOGETHER with all right, title and interest of Trustor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the Land; and

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, riparian rights, other rights, liberties and privileges thereof or in any way now or hereafter appertaining to the Land, including any trade or service name or mark by which the Property (as hereinafter defined) may from time to time be known or identified, claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof; and

TOGETHER with all rents, issues, proceeds and profits accruing and to accrue from the Property (subject, however, to Trustor's right to collect the same pursuant to the Assignment (as hereinafter defined)); and

TOGETHER with all Improvements and Fixtures (each as hereinafter defined); and

TOGETHER with any and all after-acquired interests of Trustor in any of the above.

TO HAVE AND TO HOLD the same unto Trustee and its successors and assigns, forever.

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AND Trustor hereby binds itself, its successors and assigns, to warrant and forever defend unto Trustee and its successors and assigns, the Property.

IT IS HEREBY COVENANTED by the parties hereto that the Property is to be held and applied subject to the further terms herein set forth; and Trustor, for itself and its successors and assigns, hereby covenants and agrees with Beneficiary as follows:

1. Definitions.

As used in this Deed of Trust, the following terms shall have the following respective meanings:

1.1 Assignment. The Assignment of Leases and Rents set forth in Section 30.2 herein between Trustor as assignor, and Beneficiary, as assignee, assigning rents from the Property as additional security for the Note, as from time to time amended, restated, supplemented or extended.

1.2 Beneficiary. The beneficiary named herein and its successors and assigns as holder of the Note.

1.3 Deed of Trust. This Combination Deed of Trust, Security Agreement and Fixture Financing Statement, as at the time amended, modified, restated, supplemented or extended.

1.4 Event of Default. As defined in Section 21.1.

1.5 Fixtures. All fixtures now or hereafter located upon or used in connection with the operation, occupancy or use of the Improvements, excluding all articles of personal or chattel nature which are not affixed or annexed to the Improvements on the Property and which may be removed without material damage or injury to the Improvements.

1.6 Impositions. All taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof), water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character (including all interest and penalties thereon), which at any time may be assessed, levied, confirmed or imposed on or in respect of or be a lien upon (a) the Property or any part thereof or any rent therefrom or any estate, right or interest therein, or (b) any occupancy, use or possession of or activity conducted on the Real Estate, as hereinafter defined, or any part thereof, or (c) this Deed of Trust or the indebtedness now or hereafter secured by this Deed of Trust.

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1.7. Improvements. All buildings and structures now or hereafter located on the Land,

1.8. Insurance Premiums. The premiums for the insurance required pursuant to this Deed of Trust.

1.9. Insurance Requirements. All terms of any insurance policy covering or applicable to the building and improvements or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the property or any part thereof or any use or condition of the property or any part thereof.

1.10. Legal Requirements. All laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the property or any part thereof, or any of the adjoining sidewalks, or any use or condition of the property or any part thereof, or construction thereon, or which require payments on behalf of or otherwise relate to persons from time to time employed on or occupants of the Real Estate.

1.11. Purchase Agreement. The Purchase Agreement dated July 25, 1990 between Prime Realty, Inc. and Beneficiary, and all modifications thereto, and assigned by said Prime Realty, Inc. to Trustor under a certain Fifth Modification of Purchase Agreement and Assignment of Interest dated January 21, 1993, which shall be included as part of said Purchase Agreement.

1.12. Note. The Two Million Nine Hundred Ninety-Nine Thousand Five Hundred Seventeen and 90/100 Dollars (\$2,999,517.90) Secured Trust Deed Note of Trustor of even date herewith, payable to Beneficiary, having a maturity date of February 22, 2000, as at the time amended, modified, restated or extended.

1.13. Property. The Real Estate and the fixtures, collectively.

1.14. Qualifying Rate. The lower of (a) Ten percent (10%) per annum and (b) the highest rate of interest permitted under Nebraska law with respect to the advance in question.

1.15. Real Estate. The Land, the Improvements and all other property referred to in the Granting Clause,

1.16. Restoration. The repair, restoration or rebuilding of the property or any part thereof following any taking, damage to or

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destruction of the same, as nearly as possible to its respective size, floor area, type and character immediately prior to such taking, damage or destruction, with, in the case of any restoration by Beneficiary, such alterations as may be made at Beneficiary's election, together with any temporary repairs and property protection pending completion of the work.

1.17 Taking. A taking of all or any part of the Property, or any interest therein or right accruing thereto, including, without limitation, any right of access thereto existing on the date of this Deed of Trust as the result of or in lieu or in anticipation of the exercise of the right of condemnation or eminent domain or a change of grade adversely affecting the Property or any part thereof.

1.18 Title Company. Spence Title Services, Inc.

1.19 Title Policy. The policy of title insurance insuring the lien of this Deed of Trust.

1.20 Trustee. The trustee named herein and his successors and assigns as trustee hereunder.

1.21 Trustor. The trustor named herein and its successors and assigns as Trustor under this Deed of Trust and as owners of the Real Estate.

1.22 Trustor's Alterations. Any change or alteration of or addition to any Improvement, and the construction, reconstruction or replacement of any Improvement.

1.23 Unavoidable Delays. Delays due to acts of God, fire, storm, strikes, blackouts, labor difficulties, enemy action, riots, inability to obtain materials, energy supplies, equipment or labor, governmental restrictions, unavoidable casualty, inclement weather, or any similar cause over which the Trustor is unable to exercise control if notice thereof is given to Beneficiary within thirty (30) days of the occurrence thereof; lack of funds shall not be deemed a cause beyond the control of Trustor.

1.24 Leases. Any and all leases of real or personal property constituting all or any part of the Property, any tenancy with respect to the Property or any part thereof, whether or not in writing, any license or concession agreement and any other agreement, by whatever name called, involving a transfer or creation of possessory rights or rights of use in the Property or any part thereof without transfer of title, and any and all guaranties of any of the foregoing. Leases shall include all Leases as herein defined whether now existing or hereafter made.

1.25 Rents. (a) All rents, issues, income, profits and other payments now or hereafter payable to Trustor with respect to

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the Property or any part thereof, including without limitation all amounts (whether or not designated as rent) payable under or by reason of any Lease, including without limitation amounts so payable on account of maintenance, repairs, insurance, taxes, common area or other charges, whether similar or dissimilar, and all security deposits and other amounts paid by tenants with respect to leases, whether in consideration of surrender or cancellation or otherwise, any amounts payable under any guaranty of any Lease and any amounts payable in bankruptcy of any tenant, and (b) all insurance proceeds and insurance premium refunds, condemnation awards, tax refunds and abatements, damage awards and other payments of any kind due or payable or to become due or payable to the Trustor with respect to the Property.

2. The Note.

Trustor will duly and punctually pay or cause the payment of:

- (a) the principal of and interest on the Note in accordance with the terms thereof;
- (b) all other payments required by the Note in accordance with the terms thereof; and
- (c) when and as due and payable from time to time as provided herein, all other indebtedness from Trustor to Beneficiary secured hereby, together with interest thereon at the Qualifying Rate.

3. Taxes.

Trustor shall pay all Impositions before the same shall become delinquent.

4. Title to Property; Authority, etc.

Trustor represents and warrants that, as to all Fixtures now or hereafter acquired, it has and will receive good, merchantable and outright title to the same, in each case subject to no lien, encumbrance or charge other than this Deed of Trust and has (and, as to Real Estate hereafter acquired, will have) good and marketable title to fee simple absolute to the Real Estate, subject to no lien, encumbrance or charge, this Deed of Trust, the Assignment, and exceptions to title contained in the Title Policy, and that it has good and lawful right and authority to execute this Deed of Trust and to convey the Real Estate and grant a security interest in the Fixtures as provided herein. Trustor at its expense will warrant and defend to Trustee title to the Fixtures and Real Estate, as the case may be, and the lien and interest of Trustee thereon and therein against all claims and demands, and will maintain and preserve such lien so long as the Note or any of the other indebtedness secured hereby are outstanding. Trustor has not delivered any indemnities or assurances to the Title Company to

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induce it to issue the Title Policy or any endorsements thereto or to refrain from listing any exception to title in the Title Policy or any endorsement thereto, and Trustor will not, without Beneficiary's prior written consent, hereafter deliver any such indemnity or assurance to the Title Company. No fixtures shall be the subject of any lease or other transaction by which the ownership or any beneficial interest shall be held by any person or entity other than Trustor, nor shall Trustor create or cause to be created any security interest (other than the lien of this Deed of Trust) in any fixtures.

5. Recordation, etc.

Trustor at its expense will at all times cause this Deed of Trust and any instruments amendatory hereof or supplemental hereto (and appropriate financing statements and continuation statements with respect thereto) to be recorded, registered and filed and to be kept recorded, registered and filed in such manner and in such places and will pay all such recording, registration, filing or other taxes, fees and other charges, and will comply with all such statutes and regulations, as may be required by law in order to establish, preserve and protect the lien of this Deed of Trust as a valid direct first mortgage lien of record on any property or interests now or hereafter included in the Property, validly securing all indebtedness now or hereafter secured hereunder.

6. Maintenance and Repairs

Trustor at its expense will keep the Improvements in good order and condition, subject to ordinary wear and tear and obsolescence.

7. Removal of Fixtures, etc.

Trustor may, unless there is an uncured Event of Default, at its expense, abandon, scrap, salvage, dispose of or remove any Fixture.

8. Utility Services.

Trustor will pay for all charges for all public or private utility services and all sprinkler systems and protective services at any time rendered to or in connection with or required for the proper maintenance or preservation of the Property or any part thereof, will comply with all contracts relating to any such services, and will do all other things required for the maintenance and continuance of all such services.

9. Inspection.

Beneficiary and its authorized representatives may enter the Real Estate or any part thereof at all reasonable times for the

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Purpose of inspecting the Property or any part thereof. Beneficiary shall not have any duty to make any such inspection and shall not incur any liability or obligation as a result of making any such inspection.

10. Payment of Impositions, etc.

Subject to Section 3 and 13, Trustor will pay all Impositions before the same shall become delinquent, will deliver to Beneficiary, upon request, a certificate of Trustor certifying to the payment of all Impositions required to be paid by this Section 10, and will furnish, without request, certified copies of official receipts or other satisfactory proof evidencing such payments.

11. Compliance with Legal and Insurance Requirements, Instruments, etc.

Subject to Section 13, Trustor at its expense will observe and comply with all Legal Requirements and Insurance Requirements.

12. Liens, etc.

Except as otherwise herein provided and as permitted by the Purchase Agreement, Trustor will not, without the written consent of Beneficiary, directly or indirectly create or permit or suffer to be created or to remain, and will discharge, or promptly cause to be discharged, any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Property or any part thereof (whether or not subordinate to the lien of this Deed of Trust).

13. Permitted Contests.

Trustor at its expense may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any Imposition or lien therefor or any Legal Requirement provided that (a) in the case of an unpaid Imposition or lien therefor, such proceedings shall suspend the collection thereof from the Property, (b) neither the Property nor any part thereof or interest therein would be in any danger, deemed substantial by Beneficiary, of being sold, forfeited, or lost, (c) in the case of a Legal Requirement, Beneficiary would not be in any danger, deemed substantial by Beneficiary, of any civil or any criminal liability for failure to comply therewith, and (d) Trustor shall have furnished such security, if any, as may be required in the proceedings or requested by Beneficiary. Trustor shall give prompt written notice to Beneficiary of the commencement of any contest referred to in the preceding sentence.

14. Insurance.

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14.1 Required Insurance. Trustor shall obtain and maintain in full force and effect, without cost to Beneficiary, fire with all-risk coverage insurance insuring the Real Estate, as Beneficiary may reasonably require from time to time. All such insurance shall be obtained from such companies, in such amounts (which, in the case of hazard insurance, shall be full replacement cost, with waiver of depreciation) and with such provisions as Beneficiary may deem necessary or desirable to protect its interests and shall contain a waiver of subrogation clause, non-contributory standard mortgagee clauses and a 30-day notice of cancellation or material change to Beneficiary clause, with loss payee clauses payable to Beneficiary. During any period of construction or Restoration, such insurance shall be in builder's risk form, written on a non-reporting, completed value basis. In the event of loss the insurance proceeds shall be paid to Beneficiary, which, except as provided in Section 15.2, may apply such proceeds, or any part thereof, at its option, to either the reduction of the indebtedness secured hereby, whether or not then due and in any order of priority, or to Restoration. Any insurance proceeds (and interest thereon, if any) remaining after any payment to Restoration as provided in this Section may at the option of Beneficiary be applied to indebtedness secured by this Deed of Trust (whether or not then due and in any order of priority) or paid to Trustor. Trustor shall promptly reimburse Beneficiary and the Depository (as hereinafter defined) upon demand for all charges and costs (including reasonable attorneys' fees) incurred by them in connection with the collection of insurance proceeds and their disbursement in accordance with this Section, and all such charges and costs, together with interest at the Qualifying Rate from and after the date of payment, shall be additional amounts secured by this Deed of Trust. No damage or destruction or retention of insurance proceeds as provided in this Section shall suspend any obligation to make payments pursuant to the Note or suspend the accrual of interest under the Note and the Note shall bear interest and shall be payable in accordance with its tenor. If Beneficiary elects or is required to apply insurance proceeds to Restoration, (i) the proceeds may at Beneficiary's election be disbursed either by Beneficiary or by a disbursing agent (the "Depository") selected by Beneficiary, (ii) Trustor will upon demand of Beneficiary from time to time deposit with Beneficiary or Depository, in a non-interest bearing account, such amounts in excess of remaining insurance proceeds as may be required to effect Restoration, (iii) the insurance proceeds shall be disbursed from time to time as Restoration progresses, in the manner and subject to the conditions set forth in Beneficiary's then-current standard form of construction loan agreement, and (iv) if an Event of Default occurs prior to full disbursement of the insurance proceeds, any undischursed portion of the proceeds may at Beneficiary's option be applied to the indebtedness evidenced by the Note, whether or not then due and in any order of priority, rather than to Restoration.

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14.2 Delivery of Policies. Trustor will deliver to Beneficiary certificates of all insurance policies with respect to the Property which Trustor is required to maintain or cause to be maintained pursuant to Section 14.1 of this Deed of Trust together with evidence as to the payment of all premiums then due thereon. A renewal certificate with respect to each policy and evidence of payment of the premium for such renewal will be delivered by no later than thirty (30) days prior to the expiration of the current policy.

14.3 Separate Insurance. Trustor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be furnished pursuant to Section 14.1 unless losses thereunder are made payable as herein provided and the certificates thereof are delivered to Beneficiary.

14.4 Adjustment, etc. Whether or not expressed in the policies, Beneficiary shall, if more than six (6) months have elapsed since the occurrence of the insured event or if an Event of Default is occurring, have the right, without consent of or participation by Trustor, to make proof of loss and compromise, settle and adjust all claims under policies maintained pursuant to Section 14.1, except comprehensive general liability insurance, with respect to which Beneficiary shall have none of the rights provided hereby. The insurer under any policy of insurance may conclusively rely upon a statement of Beneficiary that it is entitled to make proof of loss, settle, compromise or adjust a claim without participation by Trustor.

15. Damage or Destruction by Fire or other Casualty.

15.1 Notice of Partial Loss. In the event of any partial damage or loss by fire or other casualty whatsoever to the Improvements or any portion thereof, Trustor shall give immediate notice thereof to Beneficiary if the same equals or exceeds \$25,000.

15.2 Restoration. In the event that the Improvements are damaged or destroyed, Trustor shall demolish and not restore the Improvements, unless Beneficiary, by no later than 90 days after the damage or destruction, elects, subject to Unavoidable Delay, to promptly effect Restoration of the Improvements and all Fixtures, regardless of whether insurance proceeds are adequate for Restoration. Unless such notice is given, (a) all insurance proceeds shall be applied to payment of the Note and other indebtedness secured by this Deed of Trust; without premium, and (b) the Note shall become immediately due and payable in full, without premium. If such notice is given, Beneficiary shall apply insurance proceeds to Restoration in accordance with, and subject to the provisions of, the last sentence of Section 14.1. All demolition and Restoration shall be without cost, charge or expense of any kind to Beneficiary. Before commencing the construction of

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any replacement building(s) the cost of which will exceed \$200,000, Trustor shall submit copies of the plans and specifications therefore to Beneficiary for its approval, which approval will not be unreasonably withheld or delayed and shall be deemed given if not affirmatively denied in writing within thirty (30) days of submission.

16. Use and Operation of Property.

The Real Estate will be used by Trustor for the construction of and utilization as an industrial and commercial development, unless Trustor first obtains Beneficiary's written consent for such other use as Trustor may request. Trustor will not use or allow the Property or any part thereof to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy or other certificate permitting or affecting the use of the Property or any part thereof or in violation of any applicable zoning laws or ordinances. Trustor shall not suffer any act to be done or any condition to exist on the Property or any part thereof which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance with respect thereto. Trustor shall not suffer any article to be brought upon the Land which may be dangerous unless safeguarded as required by law.

17. Condemnation.

17.1 Trustor to Give Notice. Forthwith upon receipt by Trustor of notice of the institution of any proceeding or negotiations for a Taking, Trustor shall give notice thereof to Beneficiary. Beneficiary may appear in any such proceedings and participate in any such negotiations and may be represented by counsel, and, if an Event of Default is occurring, Beneficiary may compromise and settle any damage claim without participation by Trustor. A condemning authority may conclusively rely upon Beneficiary's statement that it is entitled to compromise or settle a damage claim without participation by Trustor. Trustor, notwithstanding that Beneficiary may not be a party to any such proceeding, will promptly give to Beneficiary copies of all notices, pleadings, judgments, determinations and other papers received by Trustor herein. Trustor will not enter into any agreement permitting or consenting to the taking of the Property, or any part thereof, or providing for the conveyance thereof in lieu of condemnation, with anyone authorized to acquire the same in condemnation or by eminent domain unless Beneficiary shall first have consented thereto in writing.

17.2 Restoration: Application of Proceeds. If (a) there is a Taking of more than fifteen percent (15%) of the Property, or (b) Trustor elects, in accordance with the provisions of the immediately succeeding sentence, not to effect Restoration, all awards payable as a result of a Taking shall be paid to Beneficiary, which may, in its absolute discretion, regardless of

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the adequacy of security, apply them to the indebtedness secured hereby, whether or not then due and payable, without premium, in any order of priority, or, unless Trustor elects not to effect Restoration in accordance with the terms of the immediately succeeding sentence, to Restoration. Trustor shall, subject to Unavoidable Delay, promptly effect Restoration (except to the extent that Restoration is made impossible by reduction in area) of the Improvements and Fixtures, in accordance with all Insurance Requirements and Legal Requirements and with plans and specifications approved by Beneficiary (which approval shall not be unreasonably withheld and will be deemed given unless withheld in writing within thirty (30) days after submission), regardless of the adequacy of condemnation awards, unless Trustor gives written notice to Beneficiary by no later than ninety (90) days after the Taking in question, that it has elected to demolish and not restore the Improvements. If such notice is given, the Note shall become immediately due and payable in full, without premium. If the Taking is of less than fifteen percent (15%) of the Property and such notice is not given, Beneficiary shall apply condemnation awards to Restoration in accordance with, and subject to the provisions of, the last sentence of Section 14.1. Any condemnation awards available after application to Restoration shall be applied to the indebtedness secured hereby, whether or not due and payable, in any order of priority, without premium. No damage or destruction or retention of awards as provided in this Section shall suspend any obligation to make payments pursuant to the Note or suspend the accrual of interest under the Note, and the Note shall bear interest and shall be payable in accordance with its tenor. Trustor shall promptly reimburse Beneficiary upon demand for all charges and costs (including reasonable attorneys' fees) incurred by it in collection of awards and their disbursement in accordance with this Section, and all such charges and costs, together with interest at the Qualifying Rate from and after the date of demand, shall be additional amounts secured by this Deed of Trust.

17.3 Temporary Taking. Trustor shall promptly notify Beneficiary of any Taking for a temporary use or occupancy. If, but only if, any award payable to Trustor on account of such Taking is made in a lump sum or is paid in other than equal monthly installments, Trustor shall pay over such award to Beneficiary promptly upon receipt, and Beneficiary shall apply such award to payment of installments of principal and interest as they become due under the Note.

18. Protection of Lien of Deed of Trust.

If Beneficiary shall incur or expend any sums, including reasonably attorneys' fees, whether in connection with any action or proceeding or not, to sustain the lien of this Deed of Trust or its priority, or to protect or enforce any of Beneficiary's rights hereunder, or to recover any indebtedness hereby secured, all such

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payment of all other sums secured hereby, and then to the payment of junior trust deeds, mortgages and lien holders, and if thereafter there be any proceeds remaining, distribute them to the person or persons legally entitled thereto.

24. Request for Copies of Notices of Default and Sale.

On behalf of each party hereto, Trustor hereby requests that a copy of any notice of default and a copy of any notice of sale hereunder be mailed to each person who is a party hereto at the address of such person set forth herein as though a separate request therefor had been filed by each such person.

25. Beneficiary Authorized to Apply Funds, etc.

Notwithstanding any other provision of this Deed of Trust, while any Event of Default exists, any funds then held by Beneficiary in which Trustor has an interest (including, without limitation, funds held pursuant to Sections 14 and 17 of this Deed of Trust), whether pursuant to this Deed of Trust or any other instrument, may be applied at the option of Beneficiary to cure said default or in reduction of the indebtedness secured by this Deed of Trust, whether or not then due and in any order of priority.

26. Purchase of Property by Beneficiary; Sale as Single Parcel.

Beneficiary may be a purchaser of the Property or of any part thereof or of any interest therein at any sale thereof, and may apply upon the purchase price the indebtedness secured hereby owing to such purchaser. Trustor waives its rights, if any, to require that the Real Estate be sold as separate tracts or units in the event of foreclosure of this Deed of Trust.

27. Disposition of Fixtures.

This Deed of Trust constitutes a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code, as adopted in the State of Nebraska, with respect to Fixtures. Accordingly, with respect to all or any of the Fixtures, Trustee may, in accordance with Section 9-501 (4) of the Uniform Commercial Code, as in effect in Nebraska, sell such property in the foreclosure or sale proceedings referred to in Section 22 or 23 of this Deed of Trust with respect to the Real Estate, or may proceed with respect to all or any part of such property in accordance with Article 9 of the Uniform Commercial Code, as in effect in Nebraska. In any disposition pursuant to said Article 9, by public or private sale, ten days notice of disposition shall be deemed commercially reasonable.

28. Receipt a Sufficient Discharge to Purchaser.

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Upon any sale of the Property or any part thereof or any interest therein, pursuant to the terms of this Deed of Trust, the receipt of the officer making the sale under judicial proceedings or of Beneficiary or Trustee shall be sufficient discharge to the purchaser for the purchase money, and such purchaser shall not be obliged to see to the application thereof.

29. Application of Proceeds of Sale.

The proceeds of any foreclosure sale of the Property or any part thereof or any interest therein, pursuant to this Deed of Trust, together with any other moneys at the time held by Beneficiary pursuant to this Deed of Trust, shall be applied in such order as Beneficiary may determine, except to the extent applicable law shall require a specific application.

30. Appointment of Receiver: Assignment of Rents.

30.1 If an Event of Default shall have occurred and be continuing, Beneficiary shall be entitled to the appointment of a receiver for all or any part of the Property, whether such receivership be incidental to a proposed sale of the Property or otherwise, and whether or not the Trustor is committing or permitting waste, and regardless of the adequacy of the security or the solvency of Trustor, and Trustor hereby consents to the appointment of such receiver and will not oppose any such appointment. Beneficiary may at its option advance monies to the receiver from time to time for the operation of the Property, and all such sums advanced, together with interest thereon at the Qualifying Rate, shall be immediately due and payable and secured by this Deed of Trust.

30.2 Trustor hereby grants, transfers and assigns to Beneficiary all of the right, title and interest of Trustor in and to any and all present and future Leases and all Rents, for the purpose of securing: (i) payment of all indebtedness evidenced by the Note and all other sums secured by this Deed of Trust; and (ii) performance and discharge of each and every obligation, covenant and agreement contained in the Purchase Agreement and this Deed of Trust.

(a) The assignment herein given by Trustor in this Section 30.2 shall constitute a perfected, absolute and present assignment provided that Trustor shall have the right to collect of the Rents and to retain, use and enjoy the same unless and until an Event of Default shall occur. Any Rents which accrue prior to an Event of Default but are paid thereafter shall be paid to Beneficiary.

(b) The terms and provisions contained in this Section 30.2 shall not be contingent upon foreclosure of this Deed of Trust and the Assignment herein given by Trustor is given as security in addition to this Deed of Trust.

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(c) All Rents collected by Beneficiary or by a receiver approved by the court shall be applied in such order as Beneficiary may determine, except to the extent applicable law shall require a specific application.

(d) Beneficiary shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligations, duty or obligation, duty or liability of Trustor under the Leases. The assignment herein shall not operate to place upon Beneficiary responsibility for the control, care, management or repair of the Property or for the carrying out of any of the terms and conditions of the Leases. Beneficiary shall not be responsible or liable for any waste committed on the Property, for any dangerous or defective condition of the Property, for any negligence in the management, upkeep, repair or control of the Property or for failure to collect the Rents.

(e) Trustor will not collect or accept any Rents for more than one month in advance.

(f) Trustor shall and does hereby agree to indemnify and to hold Beneficiary harmless of and from any and all claims, demands, liability, loss or damage (including all costs, expenses, and reasonable attorney's fees incurred in the defense thereof) asserted against, imposed on or incurred by Beneficiary in connection with or as a result of the Assignment herein given or the exercise of any rights or remedies under the Assignment herein given or under the Leases or by reason of any alleged obligations or undertakings of the Beneficiary to perform or discharge any of the terms, covenants or agreements contained in the Leases; provided, however, that nothing herein shall be construed to obligate the Trustor to indemnify and hold Beneficiary harmless from and against any and all claims, demands, liability, loss or damage (including all costs, expenses and reasonable attorneys' fees incurred in the defense thereof) enacted against, imposed on or incurred by Beneficiary by reason of the negligence or tortious acts on the part of Beneficiary or any of its employees, agents, contractors, licensees or invitees. Should Beneficiary incur any such liability, the amount thereof, together with interest thereon at the Qualifying Rate, shall be secured by the Assignment herein given and by the Deed of Trust and Trustor shall reimburse Beneficiary therefor immediately upon demand.

(g) The tenants or other obligors under the Leases are hereby irrevocably authorized and directed whenever there shall exist an uncured Event of Default, to pay to Beneficiary all sums due under the Leases, and Trustor hereby consents and directs that said sums shall be paid to the Beneficiary, and to the extent such sums are paid to Beneficiary, Trustor agrees that the tenants shall have no further liability to the Trustor for the same. The signature of the Beneficiary alone shall be sufficient for the exercise of any rights under the Assignment herein given and the receipt of the

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Beneficiary alone for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property.

(h) Upon the payment in full of all indebtedness secured hereby as evidenced by the recorded satisfaction of this Deed of Trust, the Assignment herein given shall, without the need for any further satisfaction or release, become null and void and be of no further effect.

(i) Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting the Beneficiary a mortgagee in possession.

(j) Trustor will transfer and assign to the Beneficiary upon written notice by the Beneficiary, any and all specific Leases that the Beneficiary requests. Such transfer and assignment by the Trustor shall be upon the same or substantially the same terms and conditions as are herein contained, and Trustor will properly file or record such assignments, at the Trustor's expense, if requested by Beneficiary.

(k) At Beneficiary's option, Leases made from and after the date hereof shall be either prior or subordinate to the Deed of Trust. True and correct copies of all Leases shall be submitted to Beneficiary promptly after execution thereof.

(l) All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render the Assignment herein given invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Section 30.2 shall be held to be invalid, illegal or unenforceable, the validity of other terms hereof shall in no way be affected thereby.

31. Possession, Management and Income.

If an Event of Default shall have occurred and be continuing, Beneficiary, without further notice, so far as permitted by law, may enter upon and take possession of the Property or any part thereof without judicial process, by summary proceedings, ejectment or otherwise and may remove the Trustor and all other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof. Beneficiary shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management, except that any amounts so received by the Beneficiary shall be applied pursuant to the Assignment.

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32. Right of Beneficiary to Perform Covenants, etc.

If Trustor shall fail to make any payment or perform any act required to be made or performed hereunder or under any Lease or to release any lien affecting the Property which it is required to release by the terms of this Deed of Trust, Beneficiary, upon notice to Trustor and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter, make such payment or perform such act for the account and at the expense of Trustor and may enter upon the Property or any part thereof for such purpose and take all such action thereon as, in Beneficiary's opinion, may be necessary or appropriate therefor. To facilitate exercise of the foregoing rights, Trustor hereby irrevocably appoints Beneficiary its attorney-in-fact to exercise any and all of the foregoing rights and remedies. No such entry shall be deemed an eviction of Trustor. All sums so paid by Beneficiary and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon at the Qualifying Rate from the date of payment, shall constitute additional indebtedness secured by this Deed of Trust and shall be paid by Trustor to Beneficiary on demand. Beneficiary shall not be liable for any damage resulting from any such payment or action unless such damage shall be a consequence of willful misconduct or gross negligence on the part of Beneficiary.

33. Remedies, etc., Cumulative.

Each right, power and remedy of Beneficiary provided for in this Deed of Trust or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Deed of Trust or now or hereafter existing at law or in equity or by statute or other document or otherwise, and the exercise or beginning of the exercise by Beneficiary of any one or more of the rights, powers or remedies provided for in this Deed of Trust or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise of any such right, power or remedy with respect to a part only of the Property, shall not preclude the simultaneous or later exercise by Beneficiary of any or all such other rights, powers or remedies, or the simultaneous or later exercise by Beneficiary of such right, power or remedy with respect to any other part of the Property.

34. Terms Subject to Applicable Law.

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Deed of

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Trust or any application thereof shall be held to be invalid, illegal or unenforceable, the validity of other terms of this Deed of Trust or any other application of such term shall in no way be affected thereby. This Deed of Trust shall be governed by the laws of the State of Nebraska.

35. No Waiver, etc.

No failure by Beneficiary to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term or of any such breach. No breach of any provision of this Deed of Trust may be waived except by written waiver signed by Beneficiary and no breach of any provision requiring the payment of money may be waived except by written waiver signed by Beneficiary. No waiver of any breach shall affect or alter this Deed of Trust, which shall continue in full force and effect, or the rights of Beneficiary with respect to any other then existing or subsequent breach. Receipt of partial payment on the indebtedness secured by this Deed of Trust after a declaration of Acceleration shall not waive the Acceleration.

36. Further Assurances.

Trustor at Trustor's expense will execute, acknowledge and deliver all such instruments and take all such action as Beneficiary may reasonably request for the better assuring to Beneficiary of the properties and rights now or hereafter subject to the lien hereof or assigned hereunder or intended so to be.

37. No Claims Against Beneficiary, etc.

Nothing contained in this Deed of Trust shall constitute any consent or request by Trustee or Beneficiary, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof, nor as giving 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 such fashion as would permit the making of any claim against Beneficiary or Trustee in respect thereof or 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.

38. Indemnification by Trustor.

Trustor will protect, indemnify and save harmless Beneficiary and Trustee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by or asserted against Beneficiary or

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(a) Name and Address of Debtor:

Brook Valley Limited Partnership
c/o Dennis M. Connolly, Sr.
904 Commercial Federal Building
2120 South 72nd Street
Omaha, NE 68124
Attention: James V. McCart

(b) Name and Address of Secured Party:

United-A.G. Cooperative, Inc.
P.O. Box 1131
Omaha, NE 68101

(c) This document covers goods which are or are to become fixtures.

(d) Name of Record Owner of Real Estate:

Prime Realty Limited Partnership

43. Concerning the Trustee.

43.1 Trustor agrees that: (a) the duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and applicable law and Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein and specifically imposed by law, and no implied covenants or obligations shall be imposed upon Trustee; (b) no provision of this Deed of Trust shall require Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; (c) Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and in reliance thereon; (d) Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights of powers conferred upon it by this Deed of Trust.

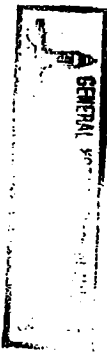
43.2 Trustor expressly covenants and agrees to pay and discharge all costs, fees and expenses of this Deed of Trust, including in the event of sale by Trustee of the Property, Trustee's costs, expenses and fees.

43.3 Beneficiary may, from time to time, by instrument in writing in form required by law, substitute a successor or

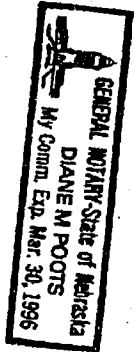
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STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS) ss.

The foregoing instrument was acknowledged before me this 22nd
day of February, 1993, by JAMES W. McCARTY and _____
President the _____ and _____
_____ of Prime Realty, Inc., a Nebraska corporation, on
behalf of the corporation, as general partner of and for and on
behalf of Brook Valley Limited Partnership.



Diane M. Poots
Notary Public



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ACKNOWLEDGMENT

Brook Valley Limited Partnership, a Nebraska corporation ("Trustor"), under that certain Deed of Trust dated 1993 ("Deed of Trust") to be entered into among Trustor, Joel Davis, Attorney at Law, ("Trustee") and United-A.G. Corporation, Inc. ("Beneficiary") covering the property in Sarpy County, Nebraska, described on Exhibit A hereto hereby acknowledges that it is understood that (a) the Deed of Trust to be executed by Trustor is a trust deed and not a mortgage and (b) the power of sale provided for in the Deed of Trust provides substantially different rights and obligations to the Trustor than a mortgage in the event of a default or breach of obligation.

Trustor acknowledges that this Acknowledgment was made prior to the execution of the Deed of Trust.

Executed and delivered this 22nd day of February, 1993.

BROOK VALLEY LIMITED PARTNERSHIP
BY PRIME REALTY, INC., a Nebraska corporation, general partner

By James W. McCurt
Its President

And _____
Its _____

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

The foregoing instrument was acknowledged before me this 22nd day of February, 1993, by James W. McCurt and _____, the President, and _____ of Prime Realty, Inc., a Nebraska corporation, on behalf of the corporation as general partner of and for and on behalf of Brook Valley Limited Partnership.



Diane M. Poots
Notary Public

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AND ALSO EXCEPTING:

A parcel of land lying in Tax Lot 13 in the Northeast Quarter of Section 17, Township 14 North, Range 12 East of the Sixth Principal Meridian, Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Northeast Quarter of said Section 17; thence North 87 degrees, 38 minutes, 15 seconds East (assumed bearing) along the North line of said Northeast Quarter, a distance of 920.59 feet; thence South 02 degrees, 21 minutes, 45 seconds East, a distance of 50.00 feet to the point of beginning; thence North 87 degrees, 38 minutes, 16 seconds East, a distance of 161.23 feet, thence South 69 degrees, 22 minutes, 29 seconds West, a distance of 86.16 feet; thence North 73 degrees, 35 minutes, 04 seconds West, a distance of 83.88 feet to the point of beginning, containing 2,177.0 square feet (0.05 acre), more or less.

Lots One (1) through Twenty-Eight (28), in Brook Valley Business Park, a Subdivision, as surveyed, platted and recorded, Sarpy County, Nebraska.