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ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS ("Assignment"), made as of the 11th day of July, 1994, by MAPLE JOINT VENTURE, a Nebraska General Partnership (hereinafter referred to as "Assignor"), organized and validly existing under the laws of the State of Nebraska (the State of Nebraska is hereinafter referred to as the "State"), whose address for purposes of this Assignment is c/o PDM, Inc., 110 Morgan Place, 8420 West Dodge Road, Omaha, Nebraska 68114; to THE FRANKLIN LIFE INSURANCE COMPANY, a corporation (hereinafter referred to as "Assignee"), whose mailing address is #1 Franklin Square, Springfield, Illinois 62713-0001.

W I T N E S S E T H :

That for diverse, good and valuable considerations received, to secure the payment of an indebtedness hereinafter described and collectively referred to as the "Debt," Assignor has irrevocably granted, transferred and assigned, and by these presents does irrevocably grant, transfer and assign to Assignee, all right, title, interest and estate of Assignor now owned or hereafter acquired, to all leases and other agreements affecting the use, enjoyment, or occupancy of the real property described in Exhibit "A" attached hereto and the buildings, structures, additions, enlargements, extensions, modifications, repairs and improvements now or hereafter located thereon (hereinafter referred to as the "Property;") and all such leases and other agreements, including without limitation, those certain Leases described on Exhibit "B" attached hereto, together with any extensions of the Leases and any guarantees of the lessee's obligations under any thereof, including, without limitation, that certain guaranty, described on Exhibit "C" (such leases, together with all such guarantees, modifications, extensions, and renewals thereof being hereinafter referred to as the "Leases" and each one of said Leases shall be referred to as a "Lease") and all oil and gas or other mineral royalties, bonuses and rents, tenant security and other deposits, issues and profits from the Property (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt.

TO HAVE AND TO HOLD the Leases and Rents upon and subject to the agreements hereinafter set forth:

1. Secured Indebtedness. This Assignment is made for the purpose of securing, in such order or priority as Assignee may elect, the payment and performance of the following obligations, indebtedness, and liabilities: (a) all of the indebtedness, obligations and liabilities of Assignor under that certain Promissory Note of even date herewith payable to Assignee, as payee, in the original principal amount of Six Million One Hundred

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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LEGAL

Thousand and 00/100 Dollars (\$6,100,000.00), with interest and prepayment charges, if any, according to the terms thereof, and any other note given in substitution therefor or in modification, renewal, or extension thereof, in whole or in part (such note and all other notes given in substitution therefor, or in modification, renewal, or extension thereof, in whole or in part, being hereinafter collectively called the "Note;" and said payee and all subsequent holders of the Note or any part thereof, or of any interest therein, or of any of the "Debt" [as hereinafter defined] being hereinafter included within the term "Assignee"); (b) all indebtedness, liabilities, and obligations now or hereafter incurred or arising pursuant to the provisions of the Note, this Assignment or any other instrument now or hereafter evidencing or securing the above-described indebtedness or any part thereof, including, but not limited to that certain Deed of Trust between Assignor, as Trustor, and Assignee, as Beneficiary (the "Deed of Trust"); and (c) the indebtedness, obligations and liabilities of Assignor under the terms of that certain letter dated as of the date hereof from Assignor to Assignee concerning environmental matters (the "Environmental Indemnity").

The indebtedness, obligations, and liabilities referred to herein are hereinafter sometimes called the "Debt."

Assignor will pay the Debt at the time and in the manner provided in the Note and in this Assignment. All of the covenants, conditions and agreements contained in (a) the Note and (b) all and any of the documents other than the Note or this Assignment now or hereafter executed by Assignor or others and by or in favor of Assignee, which wholly or partially secure or guarantee payment of the Note or otherwise executed in connection therewith, including, but not limited to the Deed of Trust and the Environmental Indemnity (all and any of such documents other than the Note or this Assignment being hereinafter individually and collectively referred to as the "Other Security Documents"), are hereby made a part of this Assignment to the extent and with the same force as if fully set forth herein.

2. Collection of Rents. Assignee has the right to enter the Property for the purpose of enforcing its interest in the Leases and the Rents. Nevertheless, subject to the terms hereof, Assignee waives the right to enter the Property for the purpose of collecting the Rents, and grants Assignor the right to collect the Rents. Assignor shall hold so much of the Rents in trust as necessary for payment of any portion of the Debt then due. The right of the Assignor to collect the Rents may be revoked by Assignee upon any default by Assignor in the payment of any of the Debt or in the performance of any obligation of Assignor herein or any term, covenant or condition of the Note or any of the Other Security Documents (such default in payment or performance being hereinafter referred to as an "Event of Default").

3. Remedies. Upon the occurrence of any Event of Default, (a) Assignor will pay, from the date of that Event of Default, interest on the unpaid principal balance of the Note at the Default Rate as stated and defined in the Note or at the maximum interest rate which Assignor may by law pay, whichever is lower; (b) Assignee shall have the option, without further notice or demand, to declare the Debt immediately due and payable; and, (c) irrespective of whether Assignee exercises said option, Assignor's right to collect Rents shall automatically terminate and Assignee may exercise any and all rights and remedies under this Assignment or available at law and in equity, and may either in Assignee's person or by agent and with or without bringing any action or proceeding, or by any receiver to be appointed by a court, enter upon, take immediate possession of, manage, and operate the Property or any part thereof; make repairs and alterations and do any acts which Assignee deems reasonably proper and necessary or advisable to protect the security hereof, including but not limited to those granted Assignee pursuant to the Other Security Documents; and either with or without taking possession, in its own name, sue for or otherwise collect and receive the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees and expenses and Assignee's costs, upon the Debt and in such order as Assignee may determine. The entering upon and taking possession of the Property, the collection of Rents and the application thereof as aforesaid shall not cure or waive any Event of Default theretofore or thereafter occurring or affect any notice of an Event of Default hereunder or any Other Security Document or invalidate any act done pursuant to any such notice. Notwithstanding Assignee's continuance in possession or receipt and application of Rents, Assignee shall be entitled to exercise every right provided for in this Assignment, the Note or any Other Security Document or by law upon or after the occurrence of an Event of Default. Any of the actions referred to in this paragraph may be taken by Assignee at such time as Assignee is so entitled without regard to the adequacy of any security for the Debt. The rights and remedies set forth in this paragraph shall be in addition to and shall not limit the exercise of any additional rights and remedies of Assignee under the laws of the State.

4. Notice to Lessee of Assignor's Default. Assignor irrevocably authorizes any and all lessees under the Leases, upon demand and notice from Assignee of an Event of Default, to pay all Rents under the Leases to Assignee. Such lessees will have the right to rely upon any such notices of Assignee, without any obligation or right to inquire as to the actual existence of the Event of Default, notwithstanding any claim of Assignor to the contrary. Assignor will have no claim against any lessee under the Leases for any Rents paid by it to Assignee.

5. Assignor's Title to Leases. Assignor represents itself to be the absolute owner of the Leases, with absolute right and title to assign them and the Rents due or to become due thereunder; that the Leases described on Exhibit "B" are valid, in full force and effect, and have not been modified or amended except as stated on Exhibit "B"; that there is no outstanding assignment or pledge thereof or of the Rents due or to become due thereunder; that there are no existing defaults under the provisions thereof on the part of either party; that no lessee under any of the Leases has any defense, setoff or counterclaim against Assignor; that, except as may be noted on Exhibit "B;" and that no Rent thereunder has been or will hereafter be anticipated, discounted, released, waived, compromised, or otherwise discharged, except as may be expressly permitted by the Lease. Assignor covenants not to cancel, abridge, surrender, or terminate the Leases or change, alter, or modify them, either to reduce the amount of the Rent payable thereunder, or otherwise change, alter, abridge, or modify the Leases, or make any subsequent assignment of any of Assignor's interest in the Leases or the Rents (except as may be permitted under Section 12 of the Mortgage), or consent to subordination of the interest of the lessee under any of the Leases in its Lease without the prior written consent of Assignee, which consent will not be unreasonably withheld or delayed. Any attempt at cancellation, surrender, termination, change, alteration, modification, assignment, or subordination of the Leases contrary to the provisions of this Paragraph 5, without the written consent of Assignee, will be null and void.

6. Lease Forms. Upon request, Assignor shall furnish Assignee with executed copies of all Leases. Unless otherwise authorized or approved by Assignee, all Leases entered into subsequent to the date hereof shall be written, with no material modifications, on a standard form of lease which has been approved in writing by Assignee. In addition, all renewals of Leases and all proposed Leases shall provide for rental rates comparable to existing local market rates and shall be arms-length transactions. All proposed leases either: (i) on a form other than a previously approved standard form lease, or (ii) containing below market rental rates; shall be subject to the prior written approval of the Assignee which will not be unreasonably withheld and which approval or disapproval will be submitted in writing to Assignor. All Leases shall provide that they are subordinate to the Deed of Trust, that the lessee attorns to Assignee, and that the lessees will execute such tenant estoppel certificates as required by Assignee.

7. Performance of Leases. In respect of any Lease, Assignor will (a) fulfill or perform each and every provision thereof on the lessor's part to be fulfilled or performed, (b) promptly send copies to Assignee of all notices of default which Assignor shall send or receive thereunder, and (c) enforce all of the terms,

covenants and conditions contained in the Lease upon lessee's part to be performed, short of termination thereof.

8. Indemnification. Assignor shall protect, indemnify and save harmless Assignee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Assignee by reason of (a) Assignor's fraud or material misrepresentation; (b) any failure on the part of Assignor to perform or comply with any of the terms of this Assignment or the Other Security Documents; (c) ownership of the Leases or Rents or any interest therein or receipt of any Rents; (d) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property, or any part thereof, or on the adjoining sidewalks, curbs, adjacent parking areas, streets or ways; (e) any use, nonuse or condition in, on or about the Property or any part thereof, or on the adjoining sidewalks, curbs, adjacent parking areas, streets or ways; or (f) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; provided, however, that such indemnity shall not apply with respect to matters caused by or arising out of the gross negligence or willful misconduct of Assignee, or with respect to any event occurring subsequent to such time, if any, which Assignee shall (i) become owner of the Property by way of foreclosure of the Deed of Trust, deed in lieu of such foreclosure, or otherwise, or (ii) shall take possession and control of the Property by a Receiver appointed at Assignee's request. Such indemnification will cover any and all claims which may be asserted against Assignee by reason of any alleged obligation to be performed by Assignee under the Leases or this Assignment. Nothing in this paragraph will be construed to bind Assignee to the performance of any provisions of any of the Leases or to otherwise impose any liability upon Assignee including, without limitation, any liability under any covenant of quiet enjoyment in the event that any lessee will have been joined as party defendant in any action to foreclose the Deed of Trust and will have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment will not impose liability upon Assignee for the operation and maintenance of the Property or for carrying out the terms of the Leases before Assignee has entered and taken possession of the Property. Any loss or liability incurred by Assignee, by reason of actual entry and taking possession, under the Leases or this Assignment or in the defense of any claims and any other amount payable to Assignee by reason of the application of this paragraph shall become immediately due and payable and shall bear interest at the Default Rate as stated and defined in the Note or at the maximum interest rate which Assignor may by law pay, whichever is lower, from the date loss or damage is sustained by Assignee until paid. The obliga-

tions of Assignor under this paragraph shall survive any termination or satisfaction of this Assignment.

9. Transfer of Title to Lessee; Cancellation of Leases. The Leases will remain in full force and effect despite any merger of Assignor's and the interest of any lessee thereunder. Assignor will not convey title to the Property in violation of any covenant or condition contained in any of the Other Security Documents or otherwise to any lessee. In the event any of the Leases permit cancellation thereof by the lessee thereunder on payment of consideration and said privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Assignee to be applied, without prepayment premium, at the election of Assignee, to reduce the amount of the principal of the Note in the inverse order of maturity or to be held in trust by Assignee as further security without interest for the payment of the Debt.

10. Assignee as Creditor of Lessee. Assignee, and not Assignor, will be the creditor of the lessee under any Lease in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such lessee. Assignee, however, will not be obligated to Assignor to make filings of claims in such proceedings or to otherwise pursue creditor's rights therein. Assignee will have the option to apply any monies received by it as such creditor towards the reduction of the principal or interest of the Debt, without prepayment premium.

11. Payment of Rent by Assignor. In addition to the rights which Assignee may have herein, upon the occurrence of any Event of Default, Assignee, at its option, may require Assignor to pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be in the actual physical possession of Assignor or any of its partners or agents and may require Assignor to vacate and surrender possession of the Property to Assignee or to such receiver and, in default thereof, Assignor or any of its partners or agents may be evicted by summary proceedings or otherwise.

12. Further Acts, Etc. Assignor will, at the cost of Assignor, and without expense to Assignee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Assignee shall from time to time reasonably require for the better assuring, conveying, assigning, transferring, and confirming unto Assignee the rights hereby assigned or intended now or hereafter so to be, or which Assignor may be or may hereafter become bound to convey or assign to Assignee, or for carrying out the intention or facilitating the performance of the terms of this

Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Assignee to execute in the name of Assignor or without the signature of Assignor to the extent Assignee may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively Assignee's interest upon the Leases and Rents. Assignor grants to Assignee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Assignee at law and in equity, including without limitation such rights and remedies available to Assignee pursuant to this paragraph.

13. Non-Waiver. The failure of Assignee to insist upon strict performance of a term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (i) failure of Assignee to comply with any request of Assignor to enforce any of the provisions hereof or of the Note or any Other Security Document, (ii) the release, regardless of consideration, of the whole or any property conveyed by this Assignment or the Other Security Documents, or (iii) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note or the Other Security Documents. Assignee may resort for the payment of the Debt to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take action to recover the Debt or any portion thereof, or to enforce any covenant hereof or contained in the Note or any Other Security Document without prejudice to the right of Assignee thereafter to exercise any other right contained in this Assignment. The rights of Assignee under this Assignment shall be separate, distinct, and cumulative, and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provisions.

14. No Oral Change. This Assignment may not be modified, amended, changed, discharged, or terminated orally, but only in writing signed by the person against whom the enforcement of the modification, amendment, change, discharge, or termination is sought.

15. Duplicate Originals. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

16. Authority. Assignor (and the undersigned representative of Assignor, if any) has full power, authority, and legal right to execute this Assignment, and to grant, transfer, and assign the

Leases pursuant to the terms hereof and to keep and observe all of the terms of this Assignment on Assignor's part to be performed.

17. Inapplicable Provisions. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

18. Waiver of Counterclaim. To the extent permitted by law, Assignor hereby waives the right to assert a counterclaim in any action or proceeding brought against it by Assignee, and waives trial by jury in any action or proceeding brought by either party hereto against the other or in any counterclaim asserted by Assignee against Assignor, or in any matters whatsoever arising out of or in any way connected with this Assignment or the Debt. Assignor grants to Assignee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Assignee at law or in equity.

19. Notices. Any notice, demand, statement, request, or consent made hereunder shall be in writing and shall be deemed given within three (3) days of the date sent by certified mail, return receipt requested, or the next business day after the date sent by a nationally recognized overnight courier service, to the address, as set forth above, of the party to whom such notice is to be given, or to such other address as Assignor or Assignee, as the case may be, shall in like manner designate in writing.

20. Documentary Stamps. If at any time the United States of America, any state thereof, or any subdivision of any State shall require revenue or other stamps to be affixed to the Note or this Assignment, or impose any tax or charge of the same, Assignor will pay for the same, with interest and penalties thereon, if any.

21. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words used in this Assignment shall be used interchangeably in singular or plural form, and the word "Assignor" shall mean "each Assignor or any subsequent owner or owners of the Leases or the Rents or any interest therein, and the "Assignee" shall mean "Assignee or any subsequent holder of the Note" and the word "Note" shall mean "the Note or any other evidence of indebtedness secured by this Assignment," and the word "person" shall include an individual, corporation, partnership, trust, an incorporated association, government, governmental authority, or other entity, the word "Property" shall include any portion of the

Property or any interest therein, and the word "Debt" shall include the principal balance of the Note with interest thereon as provided in the Note and this Assignment and all other sums due pursuant to the Note, this Assignment or the Other Security Documents and secured by this Assignment or the Other Security Documents; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

22. Release of Leases and Rents. If Assignor shall perform its obligation secured by this Assignment and pay or cause to be paid the Debt and any and all other monies agreed to be paid by Assignor under the terms, provisions, and conditions of the Other Security Documents given in connection with this transaction, then Assignee, its successors or assigns, shall release all of the Leases and Rents conveyed to Assignee from this Assignment. Any part of the Leases and Rents may be released from this Assignment at any time by a written instrument executed by Assignee without affecting the validity and priority of this Assignment upon the remainder of the Leases and Rents.

23. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nebraska.

24. Nonrecourse. Notwithstanding anything to the contrary contained elsewhere in the Note, the Deed of Trust, this Assignment or the Other Security Documents, the liability and obligation of Assignor for the payment of principal and interest and other sums under the Note, the Deed of Trust, this Assignment or the Other Security Documents, and to perform and observe and make good any other obligations contained in the Note, the Deed of Trust, this Assignment or the Other Security Documents, shall not (except as hereinafter expressly stated in this paragraph) be enforced by any action or proceedings wherein damages or any money judgment shall be sought against Assignor, or the present or future shareholders, directors, officers, general or limited partners (including the partners of such partnerships), agents or representatives or permitted transferees (under Paragraphs 12(b) or 12(c) of the Mortgage) of Assignor, except a foreclosure action or other appropriate action or proceeding (whether judicial or nonjudicial) required to enable Assignee to enforce and realize upon the Deed of Trust, this Assignment and the Other Security Documents and the interest in the Property, Leases, Rents or any other funds, property or security held by Assignee for the payment or performance thereof created thereby, and any judgment in any such action or proceeding shall be enforceable against Assignor only to the extent of Assignor's interest in the Property, Leases, Rents and any other funds, property or security held by Assignee for the payment or performance of the Note, the Deed of Trust, this Assignment and the Other Security Documents and in the income therefrom and Assignee,

by accepting the Note, the Deed of Trust, this Assignment and the Other Security Documents, irrevocably waives any and all right to sue for, seek or demand any deficiency judgment against Assignor, or the present or future, shareholders, directors, officers, general or limited partners (including the partners of such partnerships), agents or representatives of Assignor, in any such action or proceeding, under or by reason of or under or in connection with the Note, the Deed of Trust, this Assignment or the Other Security Documents, provided, however, the foregoing terms of this paragraph shall not apply to, and the Assignor shall be and remain personally liable and obligated for any deficiency, loss or damage (including reasonable attorneys' fees and expenses) suffered by Assignee as a result of: (a) Assignor's fraud or material misrepresentation; (b) any indebtedness, liabilities or obligations of Assignor under the Environmental Indemnity; and, provided, further, the foregoing terms of this paragraph shall not apply to, affect, release, waive or modify any liability of Jay R. Lerner or Salvadore Carta under that certain Limited Guaranty of said Jay R. Lerner or Salvadore Carts executed concurrently herewith. It is expressly understood and agreed that nothing contained in this paragraph shall in any manner or way (i) constitute or be deemed to be a release or impairment of the indebtedness evidenced by the Note or otherwise evidenced or secured by the Deed of Trust, this Assignment or the Other Security Documents or otherwise effect or impair Assignee's ability to enforce its rights to and against the Property, Leases, Rents or other funds, property or security held by Assignee for payment or performance of the Note, the Deed of Trust, this Assignment or the Other Security Documents; or (ii) expand, limit, or otherwise modify the liability of any party who

terms of any instrument for all or any part of the indebtedness, liabilities and obligations of Assignor hereunder or under the Note or the Other Security Documents.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment of Lessor's Interest in Leases and Rents as of the date first above written.

MAPLE JOINT VENTURE, a Nebraska general partnership

By: Venture-50, Inc., a Nebraska corporation, general partner

Witnesseth:

Name: *John Kar*
Its: *Treasurer*

By: *[Signature]*
Its: *VICE PRESIDENT*

and

By: Lerner Maple Partnership, a Nebraska general partnership, general partner

Witnesseth:

Name: *John Kar*
Its: *Treasurer*

By: *[Signature]*
Its: *partner*

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of July, 1994, by Jeffrey M. Keating, the ^{VP} President of Venture-50, Inc, a Nebraska Corporation, a general partner on behalf of Maple Joint Venture, a Nebraska general partnership.

In witness whereof I hereunto set my hand and official seal.



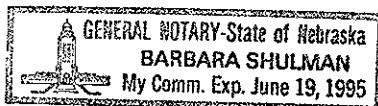
Barbara Shulman
Notary Public

My commission expires on June 19, 1995.

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 11th day of July, 1994, by JAY R Lerner, general partner of Lerner Maple Partnership, a Nebraska general partnership, as general partner on behalf of Maple Joint Venture, a Nebraska general partnership.

In witness whereof I hereunto set my hand and official seal.



Barbara Shulman
Notary Public

My commission expires on June 19, 1995.

EXHIBIT "A"

Premises

Lot Two (2), Hillsborough Replat 11 (Eleven),
a subdivision in Douglas County, Nebraska,
being a replatting of Lot Twelve (12),
Hillsborough Replat I, a subdivisiön in
Douglas County, Nebraska.

EXHIBIT "B"

In all of the following leases, Maple Joint Venture, a Nebraska General Partnership, is Lessor. The Leases described below include all amendments and addenda thereto. Lessees and Lease Agreements are identified below.

1. Lease dated December 22, 1992, with American Drug Stores, Inc., as Lessee
2. Lease dated February 23, 1993, with Baker's Supermarkets, Inc., as Lessee.
3. Lease dated May 17, 1994, with Cornhusker Motor Club, Inc., as Lessee.
4. Lease dated May 15, 1993, with Oz, Inc., as Lessee.
5. Lease dated March 8, 1994, with Samuel J. Lee and Kyong J. Lee, as Lessees.
6. Lease dated September 2, 1993, with Optical Services, Inc., as original Lessee and assigned to Hartquist Optical, Inc., as Lessee.
7. Lease dated February 1, 1994, with Markey, Inc., as Lessee.
8. Lease dated July 28, 1993, with Stuarts Westroads Apparel Corporation, as Lessee.
9. Lease dated May 12, 1993, with Deden Unlimited, Inc., as Lessee.
10. Lease dated December 9, 1993, with MBD Midwest, Inc., as Lessee.
11. Lease dated May 6, 1994, with Senco, Inc., as Lessee.
12. Lease dated May 27, 1994, with Pizza Hut of America, Inc., as Lessee.
13. Lease dated June 17, 1994, with General Nutrition Corporation as Lessee.

EXHIBIT "C"

Guaranty dated March 3, 1993, by Fleming Companies, Inc., of the Lease between Maple Joint Venture, a Nebraska General Partnership and Baker's Supermarkets, Inc.

Guaranty dated December 9, 1993, by David A. Dunn of the Lease between Maple Joint Venture, a Nebraska General Partnership and MBD Midwest, Inc.

Guaranty dated May 6, 1994, by Yandell S. Beans and Naomi Beans of the Lease between Maple Joint Venture, a Nebraska General Partnership and Senco, Inc.

Guaranty dated July 26, 1993, by Petrie Stores Corporation of the Lease between Maple Joint Venture, a Nebraska General Partnership and Stuarts Westroads Apparel Corporation.