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**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

This Deed of Trust shall also constitute a "fixture filing" for the purpose of Article 9 of the Uniform Commercial Code.

Dated as of December 29, 2006

FROM

PATRIOT 72ND STREET, LLC
("Grantor")

TO

FIDELITY NATIONAL TITLE INSURANCE COMPANY
("Trustee")

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION
("Lender")

Loan Amount: \$8,428,759.00

Property Address: 4133 South 72nd Street
Douglas County
Omaha, Nebraska

PREPARED BY, AND UPON RECORDATION, RETURN TO:

Drinker Biddle & Reath LLP

One Logan Square

18th & Cherry Streets

Philadelphia, PA 19103-6996

Attention: Austin S. Faberman, Esq.

Union Title Company

Omaha

3800 Normal Blvd. Suite 100

Lincoln, NE 68506

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UTC / pa Lender Agreement

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THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust"), is made as of the 29th day of December, 2006, from PATRIOT 72ND STREET, LLC, a Delaware limited liability company, having its principal place of business and post office address c/o Patriot Equities, L.P., 1200 Liberty Ridge Drive, Suite 115, Wayne, Pennsylvania 19087 ("Grantor") to FIDELITY NATIONAL TITLE INSURANCE COMPANY, a title insurance company authorized to do business in the State of Nebraska, having an office at 1901 N. Roselle Road, Suite 650, Schaumburg, IL 60195 ("Trustee"), and WELLS FARGO BANK, NATIONAL ASSOCIATION with an office at Two Logan Square, Suite 1910, 100-120 North 18th Street, Philadelphia, Pennsylvania 19103 ("Lender").

WITNESSETH:

WHEREAS, the Grantor is justly indebted to the Lender in the principal sum of Eight Million Four Hundred Twenty-Eight Thousand Seven Hundred Fifty-Nine and 00/100 Dollars (\$8,428,759.00), or so much thereof as may be advanced from time to time, for money loaned to the Grantor by the Lender, as evidenced by that certain Note (as defined below), the terms, covenants and conditions of which are specifically incorporated herein by reference, issued by the Grantor and made payable to the order of the Lender (the Lender and any assignee or other lawful owner of the Note being hereinafter sometimes referred to as the "Holder"), in lawful money of the United States of America with interest thereon, all at the rate and in the manner set forth in the provisions of the Note; and

WHEREAS, the Note is a valid, binding and legally enforceable obligation of the Grantor, and this Deed of Trust is a valid, binding and legally enforceable instrument to secure payment of the indebtedness evidenced by the Note and the performance of the covenants, terms and conditions set forth herein and in the provisions of the Note, and the execution, ensembling and delivery of the Note and this Deed of Trust by the Grantor have been in all respects duly authorized; and

WHEREAS, the Grantor desires to secure to the Holder the payment or repayment of all sums secured hereby and compliance with the terms, covenants and conditions, expressed or implied, set forth in the provisions of the Note and this Deed of Trust; and

WHEREAS, Patriot Alsip I, LLC and Patriot Alsip II, LLC, each a Delaware limited liability company (collectively, "Alsip"), an Affiliate of Grantor (Alsip and Grantor, collectively, the "Borrower"), executed and delivered the Alsip Note simultaneously with Grantor's execution and delivery of the Note, and Borrower and Lender intend for Alsip's obligations under the Alsip Note to be cross-collateralized with, and secured by, this Deed of Trust.

ARTICLE 1
DEFINITIONS

1.1 Definitions. Capitalized terms unless otherwise specifically defined herein, shall be defined as set forth in the Loan Agreement. Unless the context otherwise specifies or requires, as used herein the following terms shall have the following meanings:

(a) Disposition: Any sale, lease, exchange, assignment, conveyance, transfer or other disposition of all or any part of the Trust Property, or any part thereof or any interest therein, or all or any part of the beneficial ownership interest in Grantor, or any interest in such beneficial ownership interest.

(b) Event of Default: Any happening or occurrence described in Article 6 hereof.

(c) Fixtures: All materials, supplies, equipment, apparatus and other items owned or hereafter acquired by Grantor and now or hereafter attached to, installed in or used (temporarily or permanently) in connection with any of the Improvements or the Land, including, but not limited to, any and all partitions, dynamos, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, telecommunication, plumbing, laundry, incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, elevators, and water, gas, electrical, storm and sanitary sewer facilities and all other utilities, whether or not situated in easements, together with all accessions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof.

(d) Governmental Authority: Any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit (Federal, state, county, district, municipal, city or otherwise), whether now or hereafter in existence.

(e) Grantor: The above-defined Grantor, whether one or more, and any and all subsequent owners of the Trust Property or any part thereof (without hereby implying Lender's consent to any transfer, assignment or sale of the Trust Property).

(f) Guarantors (individually and/or collectively, as the context may require): Erik Kolar, Alan Werther, Michael Kolar, Timothy McKenna and Geoffrey Gardner (each, a "Guarantor").

(g) Hazardous Substances: Defined in Paragraph 11.23 hereof.

(h) Impositions: All real estate and personal property taxes; water, gas, sewer, electricity and other utility rates and charges; charges for any easement, license or agreement maintained for the benefit of the Trust Property; and all other taxes, charges and assessments and any interest, costs or penalties with respect thereto, general and special, ordinary and

extraordinary, foreseen and unforeseen, of every kind and nature whatsoever, which at any time prior to or after the execution hereof may be assessed, levied or imposed upon the Trust Property or the Rents or the ownership, use, occupancy or enjoyment thereof.

(i) Improvements: Any and all buildings, covered garages, utility sheds, workrooms, air conditioning towers, open parking areas and other improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Land or any part thereof.

(j) Indebtedness: (i) The principal of, interest on and all other amounts, sums of money, payments and premiums due under or secured by the Note and the other Loan Documents (other than the Guaranty by Guarantor); (ii) such additional sums, with interest thereon, as may hereafter be borrowed from Lender, its successors or assigns, by Grantor when evidenced by a promissory note which, by its terms, is secured hereby (it being contemplated that such future indebtedness may be incurred); (iii) any sums drawn under any letters of credit which may be issued by Lender or an affiliate of Lender on behalf of Grantor in connection with the Loan; (iv) any and all other indebtedness, obligations and liabilities of any kind of Grantor, or any of them to Lender, now or hereafter existing, absolute or contingent, joint and/or several, secured or unsecured, due or not due, arising by operation of law or otherwise; and (v) all "Indebtedness" of Alsip pursuant to the Alsip Note, the Alsip Mortgage, or any other Loan Document executed and delivered by Alsip in favor of Lender (or any Affiliate of Lender) in connection therewith.

(k) Interest Rate Swap Agreement: Defined in Article 2 hereof.

(l) Land: All those certain tracts, pieces or parcels of land situated and lying in Douglas County, Nebraska, as more particularly described in Exhibit A.

(m) Lender: The above-described Lender, and the subsequent holder or holders, from time to time, of the Note, whose address for notice hereunder is Wells Fargo Bank, National Association, Two Logan Square, Suite 1910, 100-120 North 18th Street, Philadelphia, Pennsylvania 19103, Attn: Charles J. Cooke, Jr., with a copy to Wells Fargo Bank, National Association, Two Logan Square, Suite 1910, 100-120 North 18th Street, Philadelphia, PA 19103, Attn: Manager, Loan Administration Department.

(n) Lessees: Any and all tenants, subtenants, guarantors and any other party which is (i) obligated to pay rent to Grantor pursuant to the Leases and/or (ii) occupying space in the Improvements.

(o) Loan Agreement: That certain Loan Agreement of even date herewith between Grantor, Lender and Alsip, which Loan Agreement is incorporated herein by reference to the same extent and effect as if fully set forth herein and made a part hereof.

(p) Note: That certain Promissory Note of even date herewith from Grantor in favor of Lender.

(q) Obligations: Any and all of the covenants, warranties, representations and other obligations (other than to pay or repay the Indebtedness) made or undertaken by Grantor, Guarantors or others to Lender or others or as set forth in the Loan Documents.

(r) Permitted Encumbrances: The outstanding liens, easements, building lines, restrictions, security interests and other matters (if any), as reflected as exceptions to title in the Title Insurance insuring the lien of this Deed of Trust.

(s) Personalty: All of the right, title and interest of Grantor in and to all furniture, furnishings, equipment, machinery, building supplies and materials, goods, general intangibles, money, insurance proceeds, accounts, contract rights (including any Construction Contracts), inventory, books and records, plans and specifications (including any Plans), vehicles, all refundable, returnable, or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Grantor with any governmental agencies, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs, trade names, trademarks, logos, and all other personal property (other than the Fixtures) of any kind or character, as defined in and subject to the provisions of the Uniform Commercial Code (as herein defined), now or hereafter located, or to be located, upon, within or about the Land and the Improvements, or which are or may be used in or related to the planning, development, financing or operation of all or any portion of the Trust Property, together with all accessories, additions, replacements and substitutions thereto or therefor and the proceeds thereof (Grantor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Lender to confirm the conveyance, transfer and assignment of any of the foregoing).

(t) Rents: All of the rents, receipts, revenues, issues, income, proceeds, security and other types of deposits and other benefits and profits now due or which may become due or to which Grantor may now or hereafter shall become entitled (whether upon the expiration of any applicable period of redemption or otherwise) or may demand or claim, arising or issuing from or out of the Leases, or from or out of using, occupying, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Trust Property or any part thereof, including, without limiting the generality of the foregoing, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the property, minimum rents, additional rents, percentage rents, parking maintenance charges or fees, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents, security deposits and liquidated damages following default or late payment of rent, premiums payable by any Lessee upon the exercise of a cancellation privilege provided for in any Lease and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Trust Property, together with any and all rights and claims of any kind which Grantor may have against any Lessee under any Lease or any subtenants or occupants of the Trust Property.

(u) Restoration Work: Any reconstruction, replacement, repair or restoration of the Trust Property after the occurrence of damage to, or destruction of, or condemnation or other taking of, the Trust Property.

(v) State. The state in which the Land is located.

(w) Trust Property: The fee estate in the Land, Improvements, Fixtures and Personalty, Leases and Rents, together with Grantor's interest in:

(i) All present and future rights, privileges, tenements, hereditaments, royalties, minerals, oil and gas rights, rights-of-way, easements, appendages, and appurtenances in anywise appertaining to the Land (including, without limitation, any and all zoning lot rights, development rights, air rights or similar or comparable rights of any nature whatsoever now or hereafter appurtenant to the Land or the Improvements or now or hereafter transferred thereto), and all right, title and interest of Grantor, if any, in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;

(ii) All present and future betterments, improvements, additions, alterations, appurtenances, substitutions, replacements and revisions to the Land or Improvements, and all reversions and remainders therein;

(iii) All of Grantor's present and future right, title and interest in and to any awards, remunerations, reimbursements, condemnation payments, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Improvements, Fixtures or Personalty, including, but not limited to, those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land;

(iv) All rights of Grantor under promissory notes, letters of credit, electronic chattel paper, proceeds from accounts, payment intangibles, and general intangibles related to the Trust Property, including, as the terms "accounts," "general intangibles," and "payment intangibles" are defined in the applicable Uniform Commercial Code Article 9, as the same may be modified or amended from time to time;

(v) All of the Leases and Rents;

(vi) All of Grantor's estate, right, title and interest in, to and under the Premises Documents (as defined in the Loan Agreement);

(vii) Any and all other security and collateral, of any nature whatsoever, now or hereafter given to Lender for the repayment of the Indebtedness or the performance and discharge of the Obligations;

(viii) The right to appear in and defend any action or proceeding brought with respect to the Land and the Improvements and to commence any action or proceeding to protect the interest of Lender in the Land and the Improvements;

(ix) All of Grantor's right, title and interest in and to the Personality;

(x) All (1) development work product prepared in connection with the Land and the Improvements, including, but not limited to, all surveys, engineering, drainage, traffic and soil tests; all water, sewer, gas, electrical and telephone approvals and taps; all drawings, plans and specifications; and all subdivision, zoning and platting materials; (2) building permits, rights, licenses, other permits, approvals and agreements with governmental authorities relating to the Land and the Improvements; (3) contracts and agreements (including, without limitation, contracts with architects and engineers, construction contracts and contracts for the maintenance or management of the Land and the Improvements), contract rights, and other general intangibles used or useful in connection with the ownership, use, operation or occupancy of the Land and the Improvements, or any part thereof; and (4) commercial tort claims related to the Land, the Improvements, the Fixtures or the Personality. Notwithstanding anything to the contrary contained in this Deed of Trust, Grantor's "contract rights" set forth in clause (3) above shall include, but shall not be limited to, all of Grantor's rights under that certain Agreement of Sale and Purchase dated October 23, 2006 (as same has been amended and modified through the date hereof, the "Contract") between Crown Cork & Seal USA, Inc., Crown Risdon (USA), Inc. and Crown Packaging Technology, Inc., collectively as seller ("Seller"), and Patriot Equities, L.P., as buyer (as such buyer's interest thereunder has been assigned to Grantor), including, without limitation, all of Grantor's rights of indemnity from Seller under Article 11 thereof relating to the "Omaha Remediation Work," "the Environmental Condition" (each as defined in the Contract), or otherwise.

(xi) All other assets of Grantor related in any way to the Land and the Improvements, subject to certain limitations that may be set forth herein; and

(xii) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all condemnation awards in connection with the Land or the Improvements, all present and future rights of Grantor to refunds of real estate taxes and assessments in connection with the Land or the Improvements and all of Grantor's present and future right, title and interest in and to any proceeds of insurance required or maintained pursuant to the terms of Paragraph 4.7 hereof on the Land or the Improvements.

As used in this Deed of Trust, the term "Trust Property" shall be expressly defined as meaning all or, where the context permits or requires, any portion of the above, and all or, where the context permits or requires, any interest therein.

(x) Uniform Commercial Code: The Uniform Commercial Code, as enacted in the State.

(y) Unmatured Event of Default: Any happening or occurrence which with notice, the passage of time or both would constitute an Event of Default.

ARTICLE 2
GRANT

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and in order to secure the payment of the Indebtedness evidenced by the Note, the Alsip Note and all other sums payable under the provisions of this Deed of Trust, the Note, the Alsip Note or the Loan Agreement, of the execution and delivery by Borrower to Lender of the Note and the Alsip Note, and of Lender's acceptance thereof, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged;

GRANTOR HEREBY IRREVOCABLY GIVES, GRANTS, BARGAINS, SELLS, WARRANTS, ALIENS, REMISES, RELEASES, CONVEYS, ASSIGNS, TRANSFERS, MORTGAGES, HYPOTHECATES, DEPOSITS, PLEDGES, SETS OVER AND CONFIRMS UNTO TRUSTEE, ITS SUCCESSORS AND ASSIGNS, all its estate, right, title and interest in, to and under any and all of the Trust Property whether now owned or hereafter acquired subject only to the Permitted Encumbrances.

TO HAVE AND TO HOLD the Trust Property, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereto in any way incident or belonging unto and to the use and benefit of the Trustee, its successors and assigns forever.

IN TRUST, WITH POWER OF SALE, FOR THE BENEFIT OF LENDER, FOR THE PURPOSE OF SECURING, in such order of priority as Lender may elect:

(1) Payment of the Indebtedness according to the terms of the Notes and the performance and discharge of each and every obligation of Borrower set forth in the Notes and the Loan Documents;

(2) Payment to Trustee and Lender of all other sums, with interest thereon, becoming due or payable under the provisions hereof and the provisions of the Loan Documents, including, without limitation, the unpaid balances of advances made by Lender for the payment of taxes, assessments, maintenance charges and insurance premiums with respect to the Trust Property, expenses incurred by Lender for the protection of the Trust Property or the lien of this Deed of Trust, expenses incurred by Lender by reason of default by Borrower and any advances made by Lender to enable Completion of the Work;

(3) Due, prompt and complete observance and performance of each and every obligation, covenant and agreement of Grantor or Alsip contained herein, in the Loan Agreement or in any of the other Loan Documents;

(4) The payment of all sums due or to become due to Lender or any Affiliate of Lender pursuant to any ISDA Master Agreement and any schedules thereto now or hereafter executed by Grantor and/or Alsip with respect to the Loan, if any;

(5) Payment and performance of all covenants and obligations of Grantor or Alsip under any interest rate swap agreement, or other interest rate agreement executed by and between

any party constituting Borrower and Lender, which agreement is evidenced by a writing which recites that it is secured by this Deed of Trust (each an "Interest Rate Swap Agreement"), if any; and

(6) The payment and performance of any and all other indebtedness, obligations and liabilities of any kind, of Borrower to Lender, now or hereafter existing, absolute or contingent, joint and/or several, due or not due, secured or unsecured, or direct or indirect, including indebtedness, obligations and liabilities to Lender of Borrower (or, if Borrower is more than one person, any of the persons constituting Borrower), and any obligations which give rise to an equitable remedy for breach of performance if such breach gives rise to an obligation by Borrower to pay Lender, provided that any such indebtedness, obligation or liability contains a written provision that it is to be so secured by this Deed of Trust.

ARTICLE 3 WARRANTIES AND REPRESENTATIONS

Grantor hereby unconditionally warrants and represents to Lender as follows (which warranties and representations have been and will be relied upon by Lender in advancing funds to Grantor under the Loan Documents):

3.1 Organization and Power. Grantor (a) is a limited liability company duly formed, validly existing and in good standing under the laws of Delaware, (b) has complied with all conditions prerequisite to its doing business in the State, (c) has all requisite power and all governmental certificates of authority, licenses, permits, qualifications and documentation to own, lease and operate its properties and to carry on its business as now being, and as proposed to be, conducted, (d) has delivered to Lender a current, original certificate issued by the appropriate official of its state of formation evidencing such formation and existence, and agrees that it will, so long as it is owner of all or part of the Trust Property, do all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a limited partnership under the laws of such jurisdiction, (e) will not (1) modify or amend such certificate or change its legal name or jurisdiction of formation/existence without Lender's prior consent (not to be unreasonably withheld, conditioned or delayed), or (2) change the state of location of its chief executive office or, if applicable, sole place of business without first giving Lender at least thirty (30) days' prior notice, and (f) will duly and timely comply with all Legal Requirements of any Governmental Authority or court applicable to it or to the Trust Property or any part thereof.

3.2 Validity of Loan Documents. The execution, delivery and performance by Grantor of the Loan Documents and the borrowing evidenced by the Note (a) if Grantor is a corporation, general partnership, limited partnership, joint venture, trust, limited liability company or other type of business association, as the case may be, are within Grantor's powers and have been duly authorized by Grantor's Board of Directors, shareholders, partners, members, managers, venturers, trustees or other necessary parties, and all other requisite action for such authorization has been taken; (b) have received all (if any) requisite prior Governmental Authority approval in order to be legally binding and enforceable in accordance with the terms thereof; and (c) will not violate, be in conflict with, result in a breach of or constitute (with due

notice or lapse of time, or both) a default under any Legal Requirement, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Grantor's or any Guarantor's property or assets, except as contemplated by the provisions of the Loan Documents. The Loan Documents constitute the legal, valid and binding obligations of Grantor, Guarantors and others obligated under the terms of the Loan Documents, enforceable in accordance with their respective terms.

3.3 Information. All information, reports, papers and data given to Lender with respect to Grantor, Guarantors or others obligated under the terms of the Loan Documents or the Trust Property are accurate, complete and correct in all material respects and do not omit any material fact, the inclusion of which is necessary to prevent the facts contained therein from being misleading.

3.4 Title to Trust Property and Priority of this Instrument. Grantor has good, marketable and indefeasible title to the Land and Improvements in fee simple, free and clear of any liens, charges, encumbrances, security interests and adverse claims whatsoever and is prior to all liens, charges, encumbrances, security interests and adverse claims on the fee interest except the Permitted Encumbrances; and it owns the Leases, Rents, Fixtures and Personalty free and clear of all liens and claims, except in connection with the Loan. This Deed of Trust constitutes a valid and enforceable first lien on the Trust Property and a valid and subsisting first security interest in and to the Personalty, Leases and Rents, and Construction Contracts, all in accordance with the terms hereof.

3.5 Taxes and Other Payments. Grantor and Guarantors have filed all Federal, state, county, municipal and city income and other tax returns required to have been filed by them and have paid all taxes which have become due pursuant to such returns or pursuant to any assessments received by them, and neither Grantor nor any Guarantor knows of any basis for any additional assessment in respect of any such taxes. Grantor has paid or will pay in full all sums owing or claimed for labor, material, supplies, personal property (whether or not forming a Fixture hereunder) and services of every kind and character used, furnished or installed in or on the Trust Property and no claim for same exists or will be permitted to be created which is not disposed of, paid or bonded over within twenty (20) days of Grantor's receipt of notice thereof.

3.6 Litigation. There are no actions, suits or proceedings pending, or, to the knowledge of Grantor threatened against or affecting Grantor, any Guarantor or the Trust Property, or involving the validity or enforceability of this Deed of Trust or the priority of the liens and security interests created by the Loan Documents, except actions, suits or proceedings which have been disclosed to Lender and which are fully covered by insurance; there are no actions, suits or proceedings of a material nature pending or, to the knowledge of Grantor, threatened against or affecting any of the Guarantors which, if adversely determined, could reasonably be expected, individually or in the aggregate, to have a material adverse effect on such Guarantors' business or financial condition; and no event has occurred (including specifically Grantor's execution of the Loan Documents and its consummation of the Loan represented thereby) which will violate, be in conflict with, result in the breach of, or constitute (with due notice or lapse of time, or both) a default under any Legal Requirement or result in the

creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Grantor's property other than the liens and security interests created by the Loan Documents.

3.7 Flood Hazard Area. Grantor represents that none of the Land, the Improvements or any part thereof is located in an area identified by the Secretary of the United States Department of Housing and Urban Development or by any applicable federal agency as having special flood hazards or, if it is, Grantor has obtained the insurance required by Paragraph 4.7.

3.8 Location of Assets. All of the Trust Property which constitutes "goods" under the Uniform Commercial Code is located in the county in which the Land is located. Unless otherwise consented to by Lender, all of the Trust Property will be kept solely at Grantor's principal place of business or at the Land described in Exhibit A attached hereto. Without giving Lender at least thirty (30) days prior written notice, Grantor shall not (i) change the location of its books and records pertaining to the Trust Property, (ii) change the location of any of the Trust Property, (iii) establish any additional place of business, or (iv) change its legal name.

ARTICLE 4 AFFIRMATIVE COVENANTS

Grantor hereby unconditionally covenants and agrees with Lender as follows:

4.1 Payment and Performance. Grantor will pay the Indebtedness, as and when called for in the Loan Documents, and on or before the due dates thereof, and will perform all of the Obligations in full and on or before the dates same are to be performed.

4.2 Existence. Grantor will preserve and keep in full force and effect its existence, rights, franchises and trade names.

4.3 Compliance with Legal Requirements. Grantor will promptly and faithfully comply with, conform to and obey all present and future Legal Requirements, whether or not such Legal Requirements shall necessitate structural changes in, improvements to, or interfere with the use or enjoyment of the Trust Property.

4.4 Prior Deed of Trust Status. Grantor will protect the senior lien status of this Deed of Trust and the other Loan Documents and, without Lender's prior written consent, will not place, or permit to be placed, or otherwise convey, mortgage, hypothecate or encumber the Trust Property with any other lien or mortgage or interest of any nature whatsoever (statutory, constitutional or contractual), regardless of whether same is allegedly or expressly inferior to the title created by this Deed of Trust, and if any such claim, lien or security interest is asserted against the Trust Property, Grantor will promptly, and at its own cost and expense, (a) pay the underlying claim in full or take such other action so as to cause same to be released; and (b) within five (5) days from the date such claim, lien or security interest is asserted, give Lender notice of such claim, lien or security interest. Such notice shall specify who is asserting such claim, lien or security interest and shall detail the origin and nature of the underlying facts giving rise to such asserted claim, lien or security interest. No provision hereof shall require Grantor to pay any claims for labor, materials or services which Grantor in good faith disputes and which

Grantor, at its own expense, is currently and diligently contesting; provided, however, that Grantor shall, within ten (10) Business Days after the filing of any claim or lien that is disputed or contested by Grantor, obtain and record a bond from a surety acceptable to Lender in an amount and in form and substance reasonably satisfactory to Lender.

4.5 Payment of Impositions. Grantor will duly pay and discharge, or cause to be paid and discharged, the Impositions not later than the due date thereof, or the day any fine, penalty, interest or cost may be added thereto or imposed, or the day any lien may be filed, for the nonpayment thereof (if such day is used to determine the due date of the respective item); provided, however, that Grantor may, to the extent and in the manner permitted by law (a) pay the Impositions in installments whether or not interest shall accrue on the unpaid balance of such Impositions if such installment payment would not create or permit the filing of a lien (statutory, constitutional or contractual) against the Trust Property, and (b) contest the payment of any Impositions in good faith and by appropriate proceedings provided that (i) any such contests shall be prosecuted diligently and in a manner not prejudicial to the rights, liens and security interests of Lender, (ii) at Lender's request, Grantor shall deposit funds with Lender or obtain a bond in form and substance and with an issuing company satisfactory to Lender in an amount reasonably sufficient to cover any amounts which may be owing in the event the contest may be unsuccessful (Grantor shall make such deposit or obtain such bond, as the case may be, within five (5) days after demand therefor and, if made by payment of funds to Lender, the amount so deposited shall be disbursed in accordance with the resolution of the contest either to Grantor or the adverse claimant), (iii) no contest may be conducted and no payment may be delayed beyond the date on which the Trust Property could be sold for nonpayment; and (iv) Lender may pay over to the taxing authority entitled thereto any or all of the funds at any time when, in the opinion of Lender's counsel made in good faith, the entitlement of such authority to such funds is established. Subject to Grantor's right to contest as provided for herein, Grantor, at Lender's request, shall submit to Lender copies of tax statements and paid tax receipts evidencing the due and punctual payment of all real estate and personal property taxes, charges and assessments levied upon or assessed or charged against the Trust Property on or before thirty (30) days of the delinquent date of any such taxes.

In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages, or security agreements, or assignments of leases or debts secured thereby or the manner of collecting such taxes so as to adversely affect Lender, Grantor will pay any such tax on or before the due date thereof. If Grantor fails to make such prompt payment or if, in the opinion of Lender, any such state, federal, municipal, or other governmental law, order, rule or regulation prohibits Grantor from making such payment or would penalize Lender if Grantor makes such payment or if, in the opinion of Lender, the making of such payment might result in the imposition of interest beyond the maximum amount permitted by applicable law, then the entire balance of the Indebtedness and all interest accrued thereon shall, at the option of Lender, become immediately due and payable.

4.6 Repair. Grantor will keep the Trust Property in good order and condition and will make all repairs, replacements, renewals, additions, betterments, improvements and alterations thereof and thereto, interior and exterior, structural and nonstructural, ordinary and

extraordinary; foreseen and unforeseen, which are necessary or reasonably appropriate to keep same in such order and condition; provided, however, nothing contained in this Section 4.6 or elsewhere in this Deed of Trust shall prevent or limit Grantor from performing the Work in accordance with the terms and conditions of the Loan Agreement, and in compliance with all applicable Legal Requirements. Other than performing the Work, Grantor will not, without the prior written consent of Lender, permit any Improvement which constitutes part of the Trust Property to be removed, demolished, or structurally altered in whole or in part, or permit any fixture or article of personal property which constitutes part of the Trust Property to be removed, damaged or destroyed unless the same is obsolete or replaced with property of equal value. Grantor will also use its commercially reasonable efforts to prevent any act or occurrence which might impair the value or usefulness of the Trust Property for its intended usage. Grantor will not abandon the Trust Property or leave the Trust Property unguarded, unprotected or deserted, and will not cause or permit any waste to any portion of the Trust Property. Grantor will not commit, suffer or permit any act with respect to the Trust Property which would be in violation of any Legal Requirement. In instances where repairs, replacements, renewals, additions, betterments, improvements or alterations are required in and to the Trust Property in the course of routine maintenance and repair or on an emergency basis to prevent loss, damage, waste or destruction thereof, Grantor shall proceed to construct same, or cause same to be constructed, notwithstanding anything to the contrary contained in Paragraph 5.2 below; provided, however, that in instances where any emergency measures are to be taken, Grantor will notify Lender, in writing, of the commencement of same and the measures to be taken, and when same are completed, the completion date and the measures actually taken.

4.7 Insurance. (a) Grantor will obtain and maintain insurance upon and relating to the Trust Property, insuring against personal injury and death, loss by fire and such other hazards, casualties and contingencies (including business interruption insurance covering loss of rents and builder's all risk coverage on a non-reporting form) as are normally and usually covered by extended coverage policies in effect where the Land is located and such other risks as may be specified by Lender from time to time (which may include, without limitation, coverage for earthquake, acts of terrorism, business income, delayed business income, rental loss, sink hole, soft costs, tenant improvement or environmental), all in such amounts and with such insurers of recognized responsibility as are acceptable to Lender and containing noncontributory standard mortgagee clauses, their equivalent, or a satisfactory mortgagee loss payable endorsement in favor of Lender. Each insurance policy issued in connection therewith shall provide by way of endorsements, riders or otherwise that (i) proceeds will be payable to Lender as its interest may appear, it being agreed by Grantor that such payments shall be applied, at Lender's option, (A) to the restoration, repair or replacement of the Trust Property (as altered, renovated and modified by the Work), or (B) toward the payment of the Indebtedness; (ii) the coverage of Lender shall not be terminated, reduced or affected in any manner regardless of any breach or violation by Grantor of any warranties, declarations or conditions in such policy; (iii) no such insurance policy shall be cancelled, endorsed, altered or reissued to effect a material change in coverage for any reason and to any extent whatsoever unless such insurer shall have first given Lender thirty (30) days' prior written notice thereof; and (iv) Lender may, but shall not be obligated to, make premium payments to prevent any cancellation, endorsement, alteration or reissuance, and such payments shall be accepted by the insurer to prevent same. Grantor shall also carry public liability insurance, in such form, amounts, and with such companies as Lender may require,

naming Lender as an additional insured. Grantor will not permit any condition to exist on or with respect to the Trust Property which would wholly or partially invalidate any insurance thereon. Lender shall be furnished with a certificate evidencing each such insurance policy coincident with the execution of this Deed of Trust and a certificate evidencing each renewal policy not less than fifteen (15) days prior to the expiration of the initial or each succeeding renewal policy, together with receipts or other evidence that the premiums thereon have been paid, and such policies shall be held by Lender. Within ten (10) days following Lender's request, Grantor shall deliver to Lender copies of each respective policy evidenced by such certificates. Lender is authorized and empowered, at its option, to adjust or compromise any loss under any such insurance policy which exceeds \$100,000. Grantor shall furnish to Lender, on or before thirty (30) days after the close of each of Grantor's fiscal years, a statement certified by Grantor or a duly authorized officer of Grantor of the amounts of insurance maintained in compliance with this Paragraph 4.7 of the risks covered by such insurance, and of the insurance company or companies which carry such insurance.

(b) The delivery of any insurance policies hereunder shall constitute an assignment of all unearned premiums as further security hereunder. In the event of the foreclosure of this Deed of Trust in extinguishment or partial extinguishment of the Indebtedness, all right, title and interest of Grantor in and to all insurance policies then in force shall pass to the purchaser or to Lender, as the case may be, and Lender is hereby irrevocably appointed by Grantor as attorney-in-fact for Grantor to assign any such policy to said purchaser or to Lender, as the case may be, without accounting to Grantor for any unearned premiums thereon.

(c) The requirements of this Paragraph 4.7 may be modified or amended in whole or in part by Lender in its reasonable discretion and Grantor agrees to provide a replacement policy or policies which shall meet such amended or modified insurance standards.

4.8 Application of Proceeds. If the proceeds of the insurance described in Paragraph 4.7 hereinabove are to be used for the Restoration Work, such proceeds shall be paid out by Lender from time to time to Grantor as the Restoration Work progresses, subject to the following conditions:

(1) each request for payment by Grantor shall be made on ten (10) days' prior written notice to Lender and shall be accompanied by a certificate to be executed by the architect or engineer supervising the Restoration Work (or if, Lender waives the requirement for a supervising architect or engineer in Lender's sole discretion, by Grantor or an executive officer of Grantor), stating, among such other matters as may be reasonably required by Lender, that: (A) all of the Restoration Work completed has been done in compliance with the approved plans and specifications; (B) the sum requested is justly required to reimburse Grantor for payments by Grantor to, or is justly due to, the contractor, subcontractor, materialmen, laborers, engineers, architects or other persons rendering services or materials for the Restoration Work (giving a brief description of such services and materials); (C) when added to all sums previously paid out by Grantor, the sum requested does not exceed the value of the Restoration Work done prior to the date of such certificate; and (D) the amount of insurance proceeds remaining with Lender

will be sufficient upon completion of the Restoration Work to pay for the same in full (giving, in such reasonable detail as Lender may require, an estimate of the cost of such completion);

(2) for each disbursement of insurance proceeds made to Grantor hereunder, Lender shall retain a sum equal to ten percent (10%) thereof so that, until a period of thirty (30) days after the Restoration Work has been completed as provided for in this Paragraph 4.8 (or such longer period if permitted or required by any Legal Requirement or if, during such longer period, a lien or claim could lawfully be filed against the Trust Property by anyone performing work or services, or furnishing materials or goods, during the completion of the Work) Lender shall have in its possession a fund equal to ten percent (10%) of the total cost of the Work, unless such retainage was already deducted from such reimbursement or payment request;

(3) each request shall be accompanied by waivers of liens, satisfactory in form and substance to Lender, covering that part of the Restoration Work for which payment or reimbursement is being requested, and by a search prepared by a title company or licensed abstractor or by other evidence satisfactory to Lender that there has not been filed with respect to the Trust Property any mechanic's lien or other lien, affidavit or instrument asserting any lien or any lien rights with respect to the Trust Property;

(4) no Event of Default shall have occurred since the hazard, casualty or contingency giving rise to payment of the insurance proceeds;

(5) if in the case of the request for the final disbursement, such request is accompanied by a copy of any temporary certificate of occupancy or other certificate required by any Legal Requirement to render occupancy of the damaged portion of the Trust Property lawful; provided, however, that the conditions of this clause (5) shall only be applicable if the event giving rise to the Restoration Work in question occurs after Completion of the Work has occurred;

(6) if, in Lender's reasonable judgment, the amount of such insurance proceeds, together with any prior deposit, will not be sufficient to complete the Restoration Work (which determination may be made prior to or during the performance of the Restoration Work), Grantor shall deposit with Lender, immediately upon a request therefor, an amount of money which, when added to such insurance proceeds, will be sufficient, in Lender's reasonable judgment, to complete the Restoration Work; and

(7) Lender shall receive an endorsement to the Title Insurance (as defined in the Loan Agreement) dated as of the date of payment of such proceeds, reflecting no changes in the status of title or the Title Insurance, except as may be permitted under the Loan Documents.

If, upon completion of the Restoration Work, any portion of the insurance proceeds has not been disbursed to Grantor (or to one or more of the other aforesaid persons) incident thereto, Lender may, at Lender's option, disburse such balance to Grantor or apply such balance toward the payment of the Indebtedness. Nothing herein shall be interpreted to prohibit Lender from applying at any time the whole or any part of such insurance proceeds to the curing of any Event of Default or Unmatured Event of Default.

4.9 Restoration Following Casualty. If any act or occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen (including any casualty for which insurance was not obtained or obtainable), shall result in damage to or loss or destruction of the Trust Property, Grantor will give notice thereof to Lender immediately and, if so instructed by Lender, will promptly, at Grantor's sole cost and expense and regardless of whether the insurance proceeds (if any) shall be sufficient for the purpose, promptly commence and continue diligently to completion to restore, repair, replace and rebuild the Trust Property in accordance with the provisions of Paragraph 4.8 and all Legal Requirements as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction.

4.10 Performance of Leases. Grantor will (a) duly and punctually perform and comply with any and all representations, warranties, covenants and agreements expressed as binding upon it under each of the Leases, (b) not voluntarily terminate, cancel or waive its rights or the obligations of any other party under any of the Leases without Lender's prior written consent, (c) use all commercially reasonable efforts to maintain each of the Leases in force and effect during the full term thereof, and (d) appear in and defend any action or proceeding arising under or in any manner connected with any of the Leases or the representations, warranties, covenants and agreements of it or the other party or parties thereto.

4.11 Inspection. Grantor will permit Lender and its agents, representatives and employees to inspect the Trust Property at all reasonable times, upon reasonable notice during business hours, subject to the right of any tenants under the Leases.

4.12 Hold Harmless. Grantor will defend, at its own cost and expense, and hold Lender harmless from any action, proceeding or claim affecting the Trust Property or the Loan Documents, and all costs and expenses incurred by Lender in protecting its interests hereunder in such an event (including all court costs and reasonable attorneys' fees) shall be borne by Grantor and secured hereby; provided, however, that this provision shall not apply to actions or proceedings arising out of Lender's gross negligence or willful misconduct.

If Grantor is a partnership, limited liability company or joint venture, in the event of any dispute among the partners, including the limited partners, if any, or members of Grantor, or any of them, Grantor shall, jointly and severally, defend, indemnify and save Lender and any corporation controlling, controlled by, or under common control with, Lender and any officer, attorney, director, shareholder, agent or employee of Lender or any such corporation, and each of them, harmless from any and all damages, expenses and liabilities of any type whatsoever, including, but not limited to, reasonable attorneys' fees, and including, but not limited to, any liability arising out of demands by any of the partners, including limited partners, if any, or members of Grantor for undisbursed proceeds of any borrowing authorized by any of the Loan Documents, suffered or incurred as a result of or in connection with any such dispute. This indemnity provision shall survive the repayment of any and all Indebtedness, shall be binding upon the separate and respective heirs, administrators, personal representatives, successors and assigns of Grantor and its partners, if any, or members and shall inure to the benefit of the successors and assigns of Lender and any corporation controlling, controlled by, or under common control with Lender, and to the heirs, administrators, personal representatives,

successors and assigns of Lender or such corporation's officers, directors, shareholders, attorneys, agents and employees.

4.13 Status of Title. Subject to the Permitted Exceptions, Grantor agrees to protect, preserve and defend its interest in the Trust Property and the title thereto; to appear and defend this Deed of Trust in any action or proceeding affecting or purporting to affect the Trust Property, the lien of this Deed of Trust thereon, or any of the rights of Lender hereunder, and to pay all costs and expenses incurred by Lender in connection with such proceeding, including reasonable attorneys' fees.

4.14 Performance of Obligations. Grantor shall observe, perform and discharge, duly and punctually, all and singular, the Obligations; and Grantor shall give prompt notice to Lender of any failure on the part of Grantor to observe, perform and discharge the same or of any claim made for any such failure by Grantor.

4.15 Taxes and Insurance Escrow. Upon Lender's request, following and during the existence of any Event of Default, Grantor shall pay monthly, annually or as otherwise directed by Lender, an amount ("Escrowed Sums") equal to the sum of (a) the annual Impositions (other than water and sewer rents and charges) (estimated by Lender, wherever necessary) to become due for the tax year during which such payment is so directed and (b) the insurance premiums for the same year for those insurance policies as are required hereunder. If Lender determines that any amounts theretofore paid by Grantor are insufficient for the payment in full of the annual Impositions (other than water and sewer rents) and insurance premiums, Lender shall notify Grantor of the increased amounts required to provide a sufficient fund, whereupon Grantor shall pay to Lender within thirty (30) days thereafter the additional amount as stated in Lender's notice. The Escrowed Sums shall be held by Lender in an interest bearing account and may be commingled with Lender's other funds. Upon assignment of this Deed of Trust, Lender shall have the right to pay over the balance of the Escrowed Sums then in its possession to its assignee whereupon Lender shall then become completely released from all liability with respect thereto. Within ninety-five (95) days following the full payment of the Indebtedness (other than a full payment of the Indebtedness as a consequence of a foreclosure or conveyance in lieu of foreclosure of the liens and security interests securing the Indebtedness), or at such earlier time as Lender may elect, the balance of the Escrowed Sums in its possession shall be paid over to Grantor and no other party shall have any right or claim thereto. If no Event of Default shall have occurred and be continuing hereunder, the Escrowed Sums shall, at the option of Lender, be repaid to Grantor in sufficient time to allow Grantor to satisfy Grantor's obligations under the Loan Documents to pay the Impositions and the required insurance premiums or be paid directly to the Governmental Authority and the insurance company entitled thereto. If an Event of Default shall have occurred and be continuing hereunder, however, Lender shall have the additional option of crediting the full amount of the Escrowed Sums against the Indebtedness. Notwithstanding anything to the contrary contained in this Paragraph 4.15 or elsewhere in this Deed of Trust, Lender hereby reserves the right to waive the payment by Grantor to Lender of the Escrowed Sums, and, in the event Lender does so waive such payment, it shall be without prejudice to Lender's rights to insist, at any subsequent time or times, that such payments be made in accordance herewith.

ARTICLE 5
NEGATIVE COVENANTS

Grantor hereby covenants and agrees with Lender that until the entire Indebtedness shall have been paid in full and all of the Obligations shall have been fully performed and discharged:

5.1 Use Violations. Grantor will not use, maintain, operate or occupy, or allow the use, maintenance, operation or occupancy of, the Trust Property in any manner which (a) violates any Legal Requirement, (b) may be dangerous unless safeguarded as required by law, (c) constitutes a public or private nuisance, or (d) makes void, voidable or cancelable, any insurance then in force or required by the terms of this Deed of Trust to be in force with respect thereto.

5.2 Alterations. Grantor will not commit or permit any waste of the Trust Property and, subject to Grantor's performance of the Work in accordance with the terms and conditions of the Loan Agreement and in accordance with all applicable Legal Requirements, will not (subject to the provisions of Paragraphs 4.6 and 4.9 above), without the prior written consent of Lender, make or permit to be made any alterations or additions of a material nature to the Trust Property.

5.3 Replacement of Fixtures and Personalty. Other than in connection with the performance of the Work, Grantor will not, without the prior written consent of Lender, permit any of the Fixtures or Personalty to be removed at any time from the Land or Improvements unless the removed item (i) is removed by a tenant in accordance with its Lease, (ii) is removed temporarily for maintenance and repair, or is otherwise obsolete, or (iii) if removed permanently and is not obsolete, is replaced by an article of equal suitability and value, owned by Grantor, free and clear of any lien or security interest except such as may be first approved, in writing, by Lender.

5.4 No Further Encumbrances. Grantor will not, without the prior written consent of Lender, create or place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, mortgage, pledge, lien (statutory, constitutional or contractual), security interest, encumbrance or charge on, or conditional sale or other title retention agreement, regardless of whether the same are expressly subordinate to the Loan Documents, with respect to the Trust Property, the Leases or the Rents, other than the Permitted Encumbrances and the Loan Documents. If any lien or claim is asserted against the Trust Property, Grantor shall perform its obligations with respect thereto and shall have the rights with respect hereto as specified in Paragraph 4.4 above.

5.5 No Sales, Leases or Other Transfers. Without the prior written consent of Lender, which consent may be granted or denied in the sole and absolute discretion of Lender, no Disposition shall occur, except (i) as expressly permitted under Paragraphs 5.3 and 10.4 hereof, and Section 8.7(b) of the Loan Agreement and (ii) Leases of less than 5,000 square feet of space which comply with the requirements of Exhibit B to the Loan Agreement.

ARTICLE 6
EVENTS OF DEFAULT

The term "Event of Default," as used in the Loan Documents, shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following:

6.1 Failure in Payment of Indebtedness. If Grantor shall fail, refuse or neglect to pay, in full, any installment or portion of the Indebtedness within five (5) days of when the same shall become due and payable, whether at the due date thereof stipulated in the Loan Documents, or at a date fixed for prepayment, or by acceleration or otherwise.

6.2 Failure in Performance of Obligations. If Grantor shall fail, refuse or neglect to perform and discharge fully and timely any of the Obligations not specified in Paragraph 6.1 and Paragraphs 6.3 through 6.8, as and when called for, and such failure, refusal or neglect shall either be incurable or, if curable, shall remain uncured for a period of thirty (30) days after the earlier to occur of (i) the date of written notice thereof from Lender to Grantor, or (ii) the date upon which Grantor had actual knowledge of the Obligations to be performed. In the event such failure, refusal or neglect is susceptible of cure but is not cured within said thirty (30) days, so long as Grantor is diligently and continuously pursuing such cure, as evidenced to Lender's satisfaction, Lender shall permit Grantor an additional sixty (60) days to effectuate such cure; provided, however, that such additional time shall not apply where such failure, refusal or neglect results, in Lender's sole good faith judgment, in a matter which is of an emergency nature.

6.3 Destruction of Improvements. If the Trust Property is demolished, destroyed or substantially damaged so that (in Lender's reasonable judgment) it cannot be restored or rebuilt with available funds to a profitable condition within a reasonable period of time. This Section 6.3 shall not apply to Grantor's performance of the Work.

6.4 Disposition of Trust Property and Interest in Grantor. If there occurs a Disposition without the prior written consent of Lender. It is expressly agreed that in connection with determining whether to grant or withhold such consent, Lender may (but is not obligated to), among other things, (i) consider the creditworthiness of the party to whom such Disposition will be made and its management ability with respect to the Trust Property, (ii) consider whether or not the security for repayment of the Indebtedness and the performance of the Obligations, or Lender's ability to enforce its rights, remedies and recourses with respect to such security, will be impaired in any way by the proposed Disposition, (iii) require as a condition to granting such consent, an increase in the rate of interest payable under the Note or any other change in the terms and provisions of the Note and other Loan Documents, (iv) require that Lender be reimbursed for all costs and expenses incurred by Lender in investigating the creditworthiness and management ability of the party to whom such Disposition will be made and in determining whether Lender's security will be impaired by the proposed Disposition, (v) require the payment to Lender of a transfer fee to cover the cost of documenting the Disposition in its records, (vi) require the payment of its reasonable attorneys' fees in connection with such Disposition, (vii) require the express assumption of payment of the Indebtedness and performance of the Obligations by the party to whom such Disposition will be made, (viii) require the execution of

assumption agreements, modification agreements, supplemental loan documents and financing statements satisfactory in form and substance to Lender, (ix) require endorsements (to the extent available under applicable law) to any existing mortgagee title insurance policies insuring Lender's liens and security interests covering the Trust Property, and (x) require additional security for the payment of the Indebtedness and performance of the Obligations.

6.5 Further Encumbrances. If Grantor, without the prior written consent of Lender, creates, places or permits to be created or placed, or through any act or failure to act, acquiesces in the placing of, or allows to remain, any mortgage, pledge, lien (statutory, constitutional or contractual), security interest, encumbrance or charge, or conditional sale or other title retention agreement, regardless of whether same are expressly subordinate to the liens of the Loan Documents, with respect to the Trust Property, other than the Permitted Encumbrances and subject to the provisions of Paragraph 4.4 above.

6.6 Financial Covenants. If any of the financial covenants set forth in Section 8 of the Guaranty cease to be complied with at any time.

6.7 Event of Default Under Loan Documents. If an Event of Default shall occur under any of the Loan Documents, including, without limitation, any Event of Default by Alsip under the Alsip Note, the Alsip Mortgage or any other Loan Document.

6.8 Fee Title to Land. If this Deed of Trust shall fail to encumber the fee title to the Land, which shall be subordinate to the lien of any mortgage securing financing provided by an institutional lender to acquire such fee title, if Grantor, Guarantor or any affiliate thereof shall become the owner of such fee interest.

ARTICLE 7 LENDER'S REMEDIES

7.1 Remedies. If an Event of Default shall occur, Lender may, at its sole election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration: Upon the happening of an Event of Default (other than those set forth in Sections 8.1 or 8.2 of the Loan Agreement), Lender may terminate the Commitment and/or declare the "Principal Balance" (defined hereby as meaning the then unpaid principal balance on the Note), the accrued interest and any other accrued but unpaid portion of the Indebtedness to be immediately due and payable, without further notice, presentment, protest, demand or action of any nature whatsoever (each of which hereby is expressly waived by Grantor), whereupon the same shall become immediately due and payable, time being of the essence in this Deed of Trust. Upon the acceleration of the maturity of the Note as herein provided, a tender of payment of the amount necessary to satisfy the Note made at any time prior to foreclosure sale by Grantor, its successors or assigns, shall, to the extent permitted by law, constitute an evasion of the prepayment terms of the Note and be deemed to be a voluntary prepayment thereunder, and Lender shall not be obligated to accept any such tender of payment unless such tender of payment includes the additional prepayment premium required under the terms of the prepayment privilege, if any, contained in the Note. Notwithstanding anything to

the contrary contained in this Deed of Trust, upon the happening of an Event of Default set forth in Sections 8.1 or 8.2 of the Loan Agreement, the Principal Balance, the accrued interest and any other accrued but unpaid portion of the Indebtedness shall be automatically and immediately due and payable, without further notice, presentment, protest, demand or action of any nature whatsoever (each of which is hereby expressly waived by Grantor).

(b) Termination of License and/or Entry on Trust Property: (i) Demand that Grantor shall forthwith surrender to Lender the actual possession of the Trust Property, and/or terminate the license granted Grantor in Paragraph 10.2 hereof to receive the Rents and, to the extent permitted by law, enter and take possession of all of the Trust Property without the appointment of a receiver, or an application therefor, and exclude Grantor and its agents and employees wholly therefrom, and have joint access with Grantor to the books, papers and accounts of Grantor.

(ii) If Grantor shall for any reason fail to surrender or deliver the Trust Property or any part thereof after such demand by Lender, Lender may obtain a judgment or decree conferring upon Lender the right to immediate possession or requiring Grantor to deliver immediate possession of the Trust Property to Lender, and Grantor hereby specifically covenants and agrees that Grantor will not oppose, contest or otherwise hinder or delay Lender in any action or proceeding by Lender to obtain such judgment or decree. Grantor will pay to Lender, upon demand, all expenses of obtaining such judgment or decree, including reasonable compensation to Lender, its attorneys and agents, and all such expenses and compensation shall, until paid, become part of the Indebtedness and shall be secured by this Deed of Trust.

(iii) Upon every such entering upon or taking of possession, Lender may hold, store, use, operate, manage and control the Trust Property and conduct the business thereof, and, from time to time, (1) undertake all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property, (2) insure or keep the Trust Property insured (consistent with prudent management practices), (3) manage and operate the Trust Property and exercise all the rights and powers of Grantor to the same extent as Grantor could in its own name, or otherwise act with respect to the same, and (4) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Lender, all as Lender from time to time may determine to be in its best interest. Whether or not Lender has obtained possession of the Trust Property, upon the termination of Grantor's license to receive the Rents, Lender may collect, sue for and receive all the Rents and other issues, profits and revenues from the Trust Property, including those past due as well as those accruing thereafter. Anything in this Deed of Trust to the contrary notwithstanding, Lender shall not incur any liability as the result of any exercise by Lender of its rights under this Deed of Trust or, unless and until Lender actually takes possession of the Trust Property, by receiver or otherwise, be obligated to discharge or perform the duties of the landlord to any tenant or Lessee, and Lender shall be liable to account only for the Rents actually received by Lender.

(iv) Whether or not Lender takes possession of the Trust Property, Lender may make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any Lessee, increase or decrease Rents under any Lease, appear in and defend any action or

proceeding purporting to affect the Trust Property, and perform and discharge each and every obligation, covenant and agreement of Grantor contained in any Lease. Neither the entering upon and taking possession of the Trust Property, nor the collection of any Rents and the application thereof as aforesaid, shall cure or waive any Event of Default theretofore or thereafter occurring, or affect any notice of an Event of Default hereunder or invalidate any act done pursuant to any such notice. Lender shall not be liable to Grantor, anyone claiming under or through Grantor, or anyone having an interest in the Trust Property by reason of anything done or left undone by Lender hereunder. Nothing contained in this Paragraph 7.1(b) shall require Lender to incur any expense or do any act. If the Rents are not sufficient to meet the costs of taking control of and managing the Trust Property and/or collecting the Rents, any funds expended by Lender for such purposes shall become Indebtedness of Grantor to Lender secured by this Deed of Trust. Such amounts, together with interest at the Default Rate under the Note and reasonable attorneys' fees, if applicable, shall be immediately due and payable. Notwithstanding Lender's continuance in possession or receipt and application of Rents, Lender shall be entitled to exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of an Event of Default. Any of the actions referred to in this Paragraph 7.1(b) may be taken by Lender at such time as Lender is so entitled, without regard to the adequacy of any security for the Indebtedness hereby secured. Nothing herein shall be construed as constituting Lender as a "mortgagee in possession" unless Lender shall have entered into and shall remain in actual physical possession of the Trust Property.

(v) In the event that all such interest, deposits and principal installments and other sums due under any of the terms, covenants, conditions and agreements of this Deed of Trust shall be paid and all Events of Default shall be cured, and as a result thereof Lender surrenders possession of the Trust Property to Grantor, the same right herein given to Lender shall continue to exist if any subsequent Events of Default shall occur.

(c) Foreclosure and Sale: (i) Lender may (1) institute and maintain an action of mortgage foreclosure against any of the Trust Property, through judicial proceedings or by advertisement (if permitted by law), at the option of Lender, pursuant to the applicable statutes, ordinances, or rules of civil procedure; (2) institute and maintain an action on the Note or any other instrument secured hereby; (3) sell or cause to be sold any of the Trust Property at public sale, and convey the same to the purchaser in accordance with said statutes in a single parcel or in several parcels at the option of Lender; (4) take such other action at law or in equity for the enforcement of any document evidencing or securing the Obligations as the law may allow; or (5) sell, and, in the case of any default of any purchaser, to resell the Trust Property or any part thereof at one or more public sales in accordance with the applicable laws of the jurisdiction in which the Trust Property is located, without notice except as required or set forth herein or by law, upon such terms and conditions, in such parcels, at such time and place as Lender shall deem advantageous and proper, and without regard to any right of the Grantor or any other person to the marshalling of liens and/or assets, such rights and any benefit of the doctrine of election of remedies being hereby waived, and Grantor hereby declares its assent to the passing of a decree for the sale of any or all of the Trust Property or any estate or interest therein by any equity court having jurisdiction over the sale of the Trust Property. Upon compliance with the terms of such sale, the Lender shall convey to and at the cost of the purchaser, the Trust Property so sold, free and discharged of and from all estate, right, title or interest of the Grantor at law or

in equity. The aforesaid power of sale and assent to decree are granted as cumulative of the other remedies provided hereby or by law for collection of the Indebtedness, and shall not be exhausted by one exercise thereof but may be exercised until full and indefeasible payment of all of the Indebtedness. Lender may proceed in any such action to final judgment and execution thereon for all sums due under Paragraph 7.1, together with interest on such sums at the default rate provided in the Note, all costs of suit and reasonable attorneys' fees and expenses. Interest at a rate equal to the default rate provided in the Note shall be due on any judgment obtained by Lender from the date of judgment until actual payment is made of the full amount of the judgment by the Sheriff or otherwise.

(ii) In the event of any sale under this Deed of Trust by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Trust Property may be sold as an entirety or, to the extent permitted by law, in separate parcels and in such manner or order as Lender may deem appropriate, and the Personalty covered by this Deed of Trust may be sold at the same sale as the Trust Property or at one or more separate sales in any manner permitted by the Uniform Commercial Code, and one or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Trust Property is sold or the Indebtedness is paid in full. Grantor hereby expressly waives any right which it may have to direct the order in which any of the Trust Property shall be sold in the event of any sale pursuant hereto. If the Indebtedness is now or hereafter further secured by any chattel mortgages, pledges, contracts or guarantees, assignments of lease or other security instruments, Lender may at its option exhaust the remedies granted under any of said security instruments, either concurrently or independently, and in such order as Lender may determine.

(iii) Lender, may, in addition to and not in abrogation of the rights covered under the immediately preceding subparagraph, or elsewhere in this Article 7, either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits at law or in equity or by any other appropriate proceeding or remedy (1) to enforce payment of the Note, the Guaranty, the Indemnity or the performance of any term, covenant, condition or agreement of this Deed of Trust or any other right, and (2) pursue any other remedy available to it, all as Lender in its sole discretion shall elect.

(d) Receiver: Upon an Event of Default, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Trust Property and to collect and apply the incomes, Rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State. Grantor will pay to Lender upon demand all expenses, including receiver's fees, reasonable attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this paragraph, and any such amounts paid by Lender shall be added to the Indebtedness and shall be secured by this Deed of Trust.

(e) Performance by Lender: Pay, perform or observe any term; covenant or condition of this Deed of Trust not paid, performed or observed by Grantor, and all payments

made or costs or expenses incurred by Lender in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Grantor to Lender with interest thereon at the default rate provided in the Note. Lender shall be the sole judge of the necessity for any such actions and of the amounts to be paid. Lender is hereby empowered to enter and to authorize others to enter upon the Trust Property or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Grantor or any person in possession holding under Grantor.

(f) Other: Exercise any and all other rights, remedies and recourses granted under the Loan Documents (including, without limitation, those set forth in Articles 9 and 10 hereinbelow) or now or hereafter existing in equity, at law, by virtue of statute or otherwise.

7.2 Separate Sales. To the extent permitted by law, the Trust Property may be sold in one or more parcels and in such manner and order as Lender, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale arising out of any Event of Default shall not be exhausted by any one or more sales. Grantor acknowledges and agrees that the Indebtedness is additionally secured by the Alsip Mortgage, as more particularly set forth in the Loan Agreement, and therefore Lender shall be permitted to enforce payment of the Indebtedness and the performance of the Obligations and exercise any and all remedies under this Deed of Trust, the Loan Agreement, the Alsip Mortgage or the other Loan Documents, or as provided at law and in equity, by one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender, in its sole discretion, in any one or more of the states or counties in which any property is located. Neither the acceptance of the Alsip Mortgage, the Notes, the Loan Agreement or the other Loan Documents, nor their enforcement in any one state or county, whether by court action, power of sale or otherwise, shall prejudice or in any way limit or preclude enforcement of this Deed of Trust, the Notes, the Loan Agreement, the Alsip Mortgage or the other Loan Documents, through one or more additional proceedings in the state where the Trust Property is located.

7.3 Lender's Expenses. Immediately upon the first insertion of any advertisement or notice of any such sale, there shall be and become due and owing from Grantor all reasonable expenses incident to said advertisement or notice, all court costs and all reasonable expenses incident to any foreclosure proceedings brought under this Deed of Trust, including reasonable attorneys' fees. No party shall be required to receive only the aggregate indebtedness then secured hereby with the interest thereon to the date of payment unless the same shall be accompanied by a tender of the said expenses, costs and commissions.

7.4 Remedies Cumulative, Concurrent and Non-Exclusive. Lender shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including specifically those granted by the Uniform Commercial Code) and same (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Grantor, any Guarantor or others obligated under the Note, or against the Trust Property, or against any one or more of them, at the sole discretion of Lender, (c) may be exercised as often as occasion therefor shall arise, it being agreed by Grantor that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. If there exists

additional security for the performance of the obligations secured hereby, the holder of the Note, at its sole option and without limiting or affecting its rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder, either concurrently with whatever rights it may have in connection with such other security or in such order as it may determine.

7.5 No Conditions Precedent to Exercise of Remedies. Neither Grantor, any Guarantor nor any other person hereafter obligated for payment of all or any part of the Indebtedness, or fulfillment of all or any of the Obligations, shall be relieved of such obligation by reason of (a) the failure of Lender to comply with any request of Grantor, Guarantors or of any other person so obligated, to foreclose the Deed of Trust or to enforce any provisions of the other Loan Documents, (b) the release, regardless of consideration, of the Trust Property or the addition of any other property to the Trust Property, (c) any agreement or stipulation between any subsequent owner of the Trust Property and Lender extending, renewing, rearranging or in any other way modifying the terms of the Loan Documents without first having obtained the consent of, given notice to or paid any consideration to Grantor, any Guarantor or such other person, and in such event, Grantor, Guarantors and all such other persons shall continue to be liable to make payment according to the terms of any such extension or modification agreement unless expressly released and discharged, in writing, by Lender, or (d) by any other act or occurrence, save and except the complete payment of the Indebtedness and the complete fulfillment of all of the Obligations.

7.6 Release of and Resort to Collateral. Lender may release, regardless of consideration, any part of the Trust Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the conveyance, lien or security interests created in or evidenced by the Loan Documents or their stature as a first and prior mortgage, lien or security interest in and to the Trust Property. For payment of the Indebtedness, Lender may resort to any security therefor held by Lender in such order and manner as Lender may elect.

7.7 Waiver of Appraisal, Valuation, etc. Grantor agrees, to the full extent permitted by law, that in case of an Event of Default on the part of Grantor hereunder, neither Grantor nor anyone claiming through or under Grantor will set up, claim or seek to take advantage of any moratorium, reinstatement, forbearance, appraisal, valuation, stay, extension, homestead exemption or redemption laws now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust or the absolute sale of the Trust Property, the delivery of possession thereof immediately after such sale to the purchaser at such sale, or the exercise of any other remedy hereunder; and Grantor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the benefit of all such laws, and any and all right to have the assets comprising the Trust Property marshaled upon any foreclosure of the lien hereof, and agrees that Lender or any court having jurisdiction to foreclose such lien may sell the Trust Property in part or as an entirety. On behalf of Grantor, and each and every person acquiring any interest in, or title to, the Trust Property subsequent to the date of this Deed of Trust, and on behalf of all other persons, to the maximum extent permitted by applicable law, Grantor hereby waives any and all rights: (x) of redemption from any foreclosure, or other disposition of any kind or nature, of the Trust Property, or any part thereof, or interest therein,

under or pursuant to rights herein granted to Lender; and (y) to reinstatement of the Indebtedness hereby secured. Grantor further waives and releases all technical errors, defects and imperfections in any proceedings instituted by Lender under this Deed of Trust and all notices not elsewhere herein specifically required of Grantor's default or Lender's exercise, or election to exercise, any right or remedy under this Deed of Trust.

7.8 Discontinuance of Proceedings. In case Lender or Trustee shall have proceeded to enforce any right, power or remedy under this Deed of Trust by foreclosure, entry or otherwise, or in the event the Trustee commences advertising of the intended exercise of the sale under power provided hereunder and such proceeding or advertisement shall have been withdrawn, discontinued or abandoned, for any reason, or shall have been determined adversely to Lender or Trustee, then in every such case (i) Grantor and Trustee shall be restored to their former positions and rights, (ii) all rights, powers and remedies of Lender and Trustee shall continue as if no such proceeding had been taken, (iii) each and every Event of Default declared or occurring prior or subsequent to such withdrawal, discontinuance or abandonment shall be and shall be deemed to be a continuing Event of Default, and (iv) neither this Deed of Trust, nor the Note, nor the Indebtedness, nor any other Loan Document shall be or shall be deemed to have been reinstated or otherwise affected by such withdrawal, discontinuance or abandonment; and Grantor hereby expressly waives the benefit of any statute or rule of law now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with any of the above.

7.9 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, operation or other use of the Trust Property, or any part thereof or the Leases shall be applied by Trustee (or the receiver, if one is appointed) to the extent that funds are so available therefrom in the following order of priority (unless Holder designates a different order of priority, which order shall then apply) or as may be otherwise required by law or as Lender may otherwise designate:

First: To the payment of the costs and expenses of such sale, including reasonable compensation to Lender and Trustee, their agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Lender hereunder, and also including a reasonable Trustee's commission not to exceed five percent (5%) of the gross amount of the sale, reasonable attorneys' fees, expenses and costs of investigation, all as actually incurred and including, without limitation, reasonable attorneys' fees, costs and expenses of investigation incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under any applicable bankruptcy or insolvency law, together with interest at the default rate under the Note on all advances made by Lender, and of all taxes, assessments or other charges, except any taxes, assessments or other charges subject to which the Trust Property shall have been sold.

Second: To the payment of the whole amount then due, owing or unpaid upon the Note for principal and interest, with interest on the unpaid principal at the default rate under the Note from and after the happening of any Event of Default, in such order and amounts as Lender may elect.

Third: To the payment of any other sums required to be paid by Grantor pursuant to any provision hereof or of the Note or the Loan Agreement, including all expenses, liabilities and advances made or incurred by Lender hereunder or in connection with the enforcement hereof, together with interest at the default rate under the Note on all such advances.

Fourth: To the payment of the surplus, if any, to Grantor or whomsoever may be lawfully entitled to receive the same.

7.10 Payment of Amounts Due. (a) In case an Event of Default shall have happened and be continuing, then, upon demand of Lender, Grantor will pay to Lender the whole amount which then shall have become due and payable on the Note, for principal or interest or both, as the case may be, and after the happening of said Event of Default will also pay to Lender interest at the default rate under the Note on the then unpaid principal of the Note, and the sums required to be paid by Grantor pursuant to any provision hereof or of the Loan Agreement, and in addition thereto such further amount as shall be sufficient to cover the costs and expenses of collection, including reasonable compensation to Lender, its agents and counsel and any reasonable expenses incurred by Lender hereunder. In the event Grantor shall fail forthwith to pay all such amounts upon such demand, Lender shall be entitled and empowered to institute such action or proceedings at law or in equity as may be advised by its counsel for the collection of the sums so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against Grantor and collect, out of the property of Grantor wherever situated, as well as out of the Trust Property, in any manner provided by law, moneys adjudged or decreed to be payable.

(b) Lender shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the provisions hereof; and the right of Lender to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions hereof, or the foreclosure of the lien hereof; and in the event of a sale of the Trust Property, and of the application of the proceeds of sale, as herein provided, to the payment of the debt hereby secured, Lender shall be entitled to enforce payment of, and to receive all amounts then remaining due and unpaid upon, the Note, and to enforce payment of all other charges, payments and costs due hereunder or under the Loan Agreement or otherwise in respect of the Loan, and shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest at the default rate under the Note. In case of proceedings against Grantor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, then Lender shall be entitled to prove the whole amount of principal, interest and other sums due upon the Note to the full amount thereof, and all other payments, charges and costs due hereunder or under the Loan Agreement or otherwise in respect of the Loan, without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Trust Property, provided, however, that in no case shall Lender receive a greater amount than such principal and interest and such other payments, charges and costs from the aggregate amount of the proceeds of the sale of the Trust Property and the distribution from the estate of Grantor.

(c) No recovery of any judgment by Lender and no levy of an execution under any judgment upon the Trust Property or upon any other property of Grantor shall affect in any manner or to any extent, the lien hereof upon the Trust Property or any part thereof, or any liens, rights, powers or remedies of Lender hereunder, but such liens, rights, powers and remedies of Lender shall continue unimpaired as before.

(d) Any moneys thus collected by Lender under this Paragraph 7.10 shall be applied by Lender in accordance with the provisions of Paragraph 7.9.

7.11 Leases. Lender, at its option, is authorized to foreclose this Deed of Trust subject to the rights of any Lessees of the Trust Property, and the failure to make any such Lessees parties to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by Grantor, a defense to any proceedings instituted by Lender to collect the Indebtedness.

7.12 Purchase by Lender. Upon any foreclosure sale or sales of all or any portion of the Trust Property under the power herein granted, Lender may bid for and purchase the Trust Property and shall be entitled to apply all or any part of the Indebtedness as a credit to the purchase price.

7.13 Grantor as Tenant Holding Over. In the event of any such foreclosure sale or sales under the power herein granted, Grantor shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

7.14 Suits to Protect the Trust Property. Lender shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Trust Property by any acts which are unlawful or which constitute an Event of Default or an Unmatured Event of Default under this Deed of Trust, (ii) to preserve or protect its interest in the Trust Property and in the Leases and Rents arising therefrom, and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender.

7.15 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Grantor, its creditors or its property, Lender, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Lender allowed in such proceedings for the entire amount of the Indebtedness at the date of the institution of such proceedings and for any additional amount of the Indebtedness after such date.

7.16 Lender's Rights Concerning Application of Amounts Collected. Notwithstanding anything to the contrary contained herein, upon the occurrence of an Event of Default, Lender may apply, to the extent permitted by law, any amount collected hereunder to

principal, interest or any other sum due under the Note or the Loan Agreement or otherwise in respect of the Loan in such order and amounts, and to such obligations, as Lender shall elect in its sole and absolute discretion.

7.17 Authority of Trustee. Any powers, rights or remedies granted to Lender hereunder may be delegated to, exercised by or through, and carried out by the Trustee, who shall have full power and authority to act on behalf of Lender.

ARTICLE 8 CONDEMNATION

8.1 General. Immediately upon its obtaining knowledge of the institution or the threatened institution of any proceeding for the condemnation of the Trust Property, or any part thereof, Grantor shall notify Lender of such fact. Grantor shall then, if requested by Lender, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Lender for disposition pursuant to the terms of this Deed of Trust. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in and control same and to be represented therein by counsel of its own choice; and Grantor shall deliver, or cause to be delivered, to Lender such instruments as may be requested by it from time to time to permit such participation. If the Trust Property is taken or diminished in value, or if a consent settlement is entered, by or under threat of such proceeding, the award or settlement payable to Grantor by virtue of its interest in the Trust Property shall be, and by these presents is, assigned, transferred and set over unto Lender to be held by it in trust, subject to the lien and security interest of this Deed of Trust, and disbursed as follows:

(a) If (i) all of the Trust Property is taken, (ii) so much of the Trust Property is taken, or the Trust Property is so diminished in value, that the remainder thereof cannot (in Lender's good faith judgment) continue to be operated profitably for the purpose for which it was being used immediately prior to such taking or diminution, (iii) an Event of Default shall have occurred, or (iv) the Trust Property is partially taken or diminished in value and (in Lender's good faith judgment) cannot be rebuilt, restored or repaired in any manner, then, in any such event, the entirety of the sums to be paid to Lender shall be applied by it in the order recited in Paragraph 8.2 hereinbelow; or

(b) If (i) only a portion of the Trust Property is taken and the portion remaining can (in Lender's good faith judgment), with rebuilding, restoration or repair, be profitably operated for the purpose referred to in Paragraph 8.1(a)(ii) hereinabove, (ii) none of the other facts recited in Paragraph 8.1(a) hereinabove exists, (iii) Grantor shall deliver to Lender plans and specifications for such rebuilding, restoration or repair acceptable to Lender, which acceptance shall be evidenced by Lender's written consent thereto, and (iv) Grantor shall thereafter commence the rebuilding, restoration or repair and complete same, all in substantial accordance with the plans and specifications and within three (3) months after the date of the taking or diminution in value, and shall otherwise comply with Paragraph 4.8 hereinabove, then such sums shall be paid to Grantor to reimburse Grantor for money spent in the rebuilding,

restoration or repair; otherwise, same shall be applied by Lender in the order recited in Paragraph 8.2 hereinbelow.

8.2 Application of Proceeds. All proceeds received by Lender with respect to a taking or a diminution in value of the Trust Property shall be applied in the following order of priority:

(a) First, to reimburse Lender for all costs and expenses, including reasonable attorneys' fees, incurred in connection with collection of the said proceeds; and

(b) Thereafter, the balance, if any, shall be applied in the order of priority recited in clauses "Second" through "Fourth" in Paragraph 7.9 hereinabove; provided, however, that if such proceeds are required under Paragraph 8.1(b) hereinabove to be applied to the rebuilding, restoration or repair of the Trust Property, the provisions of Paragraph 4.8 hereinabove shall determine the conditions precedent for utilizing such proceeds for such purpose.

ARTICLE 9 SECURITY AGREEMENT

9.1 Security Interest. This Deed of Trust shall also constitute and serve as a "Security Agreement" on personal property within the meaning of, and shall constitute until this Deed of Trust shall terminate, as provided in Article 2 hereinabove, a first and prior security interest under the Uniform Commercial Code with respect to the Personalty, Construction Contracts, Plans, Fixtures, Leases and Rents. To this end, Grantor has GRANTED, BARGAINED, CONVEYED, ASSIGNED, TRANSFERRED and SET OVER, and by these presents, does GRANT, BARGAIN, CONVEY, ASSIGN, TRANSFER and SET OVER, unto Lender a first and prior security interest and all of Grantor's right, title and interest in, to, under and with respect to all personal property of any kind whatsoever, now or hereafter attached to, installed in or used (temporarily or permanently) or intended to be used in connection with the Trust Property or in the operation of the Improvements or in the operation or maintenance of such Improvements, plant or business situate thereon, including, but not limited to, the Personalty, Fixtures, Leases and Rents to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations.

9.2 Financing Statements. Grantor will execute and deliver to Lender and Grantor hereby irrevocably authorizes Lender to execute (including in Lender's name) and/or file, at any time and from time to time and in such places as may be required or permitted by law, one or more financing statements (including amendments and continuations), in form and substance satisfactory to Lender consistent with this Deed of Trust, and Grantor shall give such further assurances as Lender may, from time to time, reasonably consider necessary to create, perfect and preserve Lender's security interest herein granted.

9.3 Uniform Commercial Code Remedies. Lender shall have all the rights, remedies and recourses with respect to the Personalty, Fixtures, Construction Contracts, Plans, Leases and

Rents afforded to a "Secured Party" by the Uniform Commercial Code in addition to, and not in, limitation of, the other rights, remedies and recourses afforded by the Loan Documents.

9.4 Fixture Filing. This Deed of Trust shall also constitute a "fixture filing" for the purposes of the aforesaid Article 9 of the Uniform Commercial Code, and shall be filed for record in the real property records. All or part of the Trust Property is or is to become fixtures.

9.5 Foreclosure of Security Interest. If an Event of Default shall occur, Lender may elect, in addition to exercising any and all other rights, remedies and recourses set forth in Article 7 or referred to in Paragraph 9.3 hereinabove or Article 10 hereinbelow, to proceed in the manner set forth in the Uniform Commercial Code, relating to the procedure to be followed when a security agreement covers both real and personal property.

ARTICLE 10 ASSIGNMENT OF LEASES AND RENTS

10.1 Assignment. (a) As additional consideration for the Indebtedness and to secure payment of the Indebtedness and performance of the Obligations, Grantor hereby collaterally assigns, conveys and transfers to Lender the following:

(1) All Leases, written or oral, now in existence or hereafter arising, and all agreements for the use and occupancy of all or any portion of the Trust Property, with the right, power and authority of Grantor, upon an Event of Default, to alter, modify or change the terms of such Leases or to surrender, cancel or terminate such Leases without the consent of Grantor, together with any and all extensions and renewals thereof including subleases, if any; and

(2) Any and all Lessee's obligations under any of such Leases.

(b) As additional consideration for the Indebtedness and to provide a source of funds for the repayment of the Indebtedness and performance of the Obligations, Grantor hereby absolutely assigns, conveys and transfers to Lender the immediate and continuing right to collect and receive all of the Rent now due or which may become due or to which Grantor may now or shall hereafter become entitled or may demand or claim.

(c) Each such assignment shall be subject in all respects, however, to the limited license granted hereby by Lender to Grantor to collect and receive the Rents.

10.2 License from Lender to Grantor. Provided that there exists no Event of Default, Grantor shall have the right under a license granted hereby and Lender hereby grants to Grantor a license (but limited by the remedies of Lender set forth herein) to collect, but not more than one month in advance, all of the Rents arising from or out of the Leases or any renewals or extensions thereof, or from or out of the Trust Property or any part thereof. Upon any permitted sale and conveyance by Grantor or its successors or assigns of the fee title to the Trust Property, all right, title and interest and powers granted under the license granted herein shall be automatically transferred and inure to the benefit of and may be exercised by each such subsequent owner.

10.3 Performance under Leases. Grantor shall (i) observe, perform and discharge duly and punctually all and singular the obligations, terms, covenants, conditions and warranties of the Leases, (ii) give prompt notice to Lender of any failure on the part of Grantor to observe, perform and discharge the same or of any claim made by the Lessee under any Lease of any such failure by Grantor, (iii) enforce, short of termination of the Leases, or secure in the name of Lender the performance of, each and every obligation, term, covenant, condition and agreement in the Leases to be performed by any Lessee, (iv) appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Leases or the obligations, duties or liabilities of Grantor and any Lessee thereunder, doing so in the name and on behalf of Lender upon request by Lender, but at the expense of Grantor, and pay all costs and expenses of Lender, including reasonable attorneys' fees and disbursements, in any action or proceeding in which Lender may appear, (v) deliver to Lender executed copies of all existing and future Leases when executed upon all or any part of the Trust Property, and (vi) make, execute and deliver to Lender upon demand, and at any time or times, any and all assignments and other documents and instruments which Lender may deem reasonably advisable to carry out the true purposes and intent of the assignment set forth in this Article 10.

10.4 Execution and Modification of Leases. Unless Grantor first obtains the written consent of Lender, Grantor shall not (i) execute any Lease, (ii) cancel, terminate or consent to any surrender of any Lease, (iii) commence any action of ejectment or any summary proceedings for dispossession of the Lessee under any Lease or exercise any right of recapture provided in any Lease (except as expressly provided in such Lease(s)), (iv) materially modify or in any way alter the terms of any Lease, (v) waive or release the Lessee or any guarantors from any obligations or conditions to be performed by the Lessee under a Lease, (vi) renew or extend the term of any Lease unless an option therefor was originally so reserved in the Lease and for a fixed and definite rental, or formula for such rental, (vii) consent to any modification of the express purposes for which the Trust Property has been leased, (viii) consent to any subletting of the Trust Property or any part thereof, to any assignment of any Lease by any Lessee thereunder, or to any assignment or further subletting of any sublease, (ix) receive or collect any Rents from any present or future Lessee for a period of more than one (1) month in advance (whether in cash or by evidence of indebtedness), (x) pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents, or (xi) waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any Lessee under any Lease of and from any obligations, covenants, conditions and agreements to be kept, observed and performed by such Lessee, including the obligation to pay Rents thereunder, in the manner and at the time and place specified therein except expressly reserved in such Lease(s).

10.5 Power of Attorney. (a) Subject to the license described and limited above, Grantor hereby constitutes and appoints Lender its true and lawful attorney, coupled with an interest, and in the name, place and stead of Grantor, to demand, sue for, attach, levy, recover and receive all Rents and any premium or fee payable upon the exercise by any Lessee under any Lease of a privilege of cancellation originally provided in such Lease and to give proper receipts, releases and acquittances therefor and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion of the Indebtedness or the Obligations selected by Lender, notwithstanding the fact that such portion of said Indebtedness or the Obligations may not then be due and payable or that such portion of said Indebtedness or the Obligations is otherwise

adequately secured; and Grantor does hereby authorize and direct any such Lessee to deliver such payment to Lender, in accordance with this Deed of Trust, and Grantor hereby ratifies and confirms all that its said attorney, Lender, shall do or cause to be done by virtue of the powers granted hereby. The foregoing appointment is irrevocable and continuing and such rights, powers and privileges shall be exclusive in Lender, its successors and assigns, so long as any part of the Indebtedness secured hereby remains unpaid and undischarged. A Lessee need not inquire into the authority of Lender to collect any Rents, and its obligations to Grantor shall be absolutely discharged to the extent of any payment to Lender.

(b) Subject to the license described and limited above, Grantor hereby constitutes and appoints Lender its true and lawful attorney, coupled with an interest, and, in the name, place and stead of Grantor, to subject and subordinate at any time and from time to time any Lease or any part thereof to the lien, conveyance and security interest of this Deed of Trust or any other mortgage, deed of trust or security agreement on or to any ground lease of the Trust Property or to request or require such subordination, where such reservation, option or authority was reserved to Grantor under any such Lease, or in any case where Grantor otherwise would have the right, power or privilege so to do. The foregoing appointment is irrevocable and continuing and such rights, powers and privileges shall be exclusive in Lender, its successors and assigns, so long as any part of the Indebtedness secured hereby remains unpaid and undischarged, and Grantor hereby warrants that Grantor has not, at any time prior to the date hereof, exercised any such rights, and Grantor hereby covenants not to exercise any such right to subordinate any such Lease to the lien of this Deed of Trust or to any other mortgage, deed of trust or security agreement or to any ground lease unless requested to do so by Lender.

10.6 Non-merger. So long as the Indebtedness secured hereby remains unpaid and undischarged and unless Lender otherwise consents in writing, the fee and the leasehold estates in and to the Trust Property shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates (without implying Grantor's consent to such union) either in Grantor, Lender, any Lessee or any third party by purchase or otherwise. In the event this Deed of Trust is originally placed on a leasehold estate and Grantor later obtains fee title to the Trust Property, such fee title shall be subject and subordinate to this Deed of Trust.

10.7 No Creation of Lender in Possession. The acceptance by Lender of the assignment provided in this Article 10, together with all of the rights, powers, privileges and authority created in this Article 10 or elsewhere in this Deed of Trust, shall not, prior to entry upon and taking possession of the Trust Property by Lender (by receiver or otherwise) or thereafter, be deemed or construed to constitute Lender a "mortgagee in possession," or at any time or in any event obligate Lender to appear in or defend any action or proceeding relating to the Leases, the Rents or the Trust Property, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Lease, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Grantor by any Lessee and not assigned and delivered to Lender, or obligate Lender to lease the Trust Property or attempt to do the same, nor shall Lender be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Trust Property.

10.8 Representations Concerning Leases. Grantor represents and warrants that Grantor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the Leases to be kept, observed and performed on Grantor's part, and that the Lessees thereunder are not in default of any of the terms or provisions of the respective Leases. Grantor further represents and warrants that except as indicated herein, the Leases are in full force and effect and unmodified; Grantor has not previously sold or assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due; the Rents now due or to become due for any periods subsequent to the date hereof have not been collected and payment thereof has not been anticipated for a period of more than one month in advance, waived or released, discounted, set off, or otherwise discharged or compromised except as set forth in the Leases; Grantor has not received any funds or deposits from any Lessee for which credit has not already been made on account of accrued rents (except for security deposits); and Grantor has not done any thing which might prevent Lender from or limit Lender in operating under or enforcing the terms hereof.

10.9 Attornment. Upon the occurrence of an Event of Default hereunder and the enforcement by Lender of any remedy under this Deed of Trust, the Lessee under each Lease which is subordinate to this Deed of Trust shall at Lender's request attorn to Lender or any other person succeeding to the interest of Lender as a result of such enforcement and shall recognize Lender or such successor in interest as landlord under the Lease without change in the provisions thereof; provided, however, that Lender or such successor in interest shall not be bound by (i) any payment of an installment of rent or additional rent which may have been made more than thirty (30) days before the due date of such installment or sixty (60) days before the end of the period covered by such installment; (ii) any amendment or modification to the Lease made without the consent of Lender or such successor in interest; (iii) any act or omission of any prior landlord (including Grantor) under the Lease; or (iv) any offsets, claims or defenses which the Lessee might have against any prior landlord (including Grantor).

ARTICLE 11 MISCELLANEOUS

11.1 Performance at Grantor's Expense. Without in any way limiting Paragraph 10.3 hereof, Grantor shall pay to Lender immediately upon demand all reasonable costs and expenses incurred by Lender in connection with: (a) the preparation of this Deed of Trust and any, and all other Loan Documents contemplated hereby (including any amendments hereto or thereto or consents, releases or waivers hereunder or thereunder); (b) the administration of this Deed of Trust and the other Loan Documents for the term of the Note, which with respect to costs and expenses paid internally shall be limited to those Lender customarily charges to its similarly situated customers; and (c) the enforcement or satisfaction by Lender of any of Grantor's obligations under this Deed of Trust or under the Loan Documents. For all purposes of this Deed of Trust, Lender's costs and expenses shall include, without limitation, all appraisal fees, cost engineering and inspection fees, architectural fees and costs incurred by Lender, engineering fees, reasonable legal fees (including, without limitation, fees for trial, appeal or other proceedings), accounting fees, environmental consultant fees (if any), auditor fees, and the cost to Lender of any documentary taxes, recording fees, brokerage fees, title insurance premiums and title surveys. In addition, Grantor recognizes and agrees that formal written appraisals of the

Trust Property by a licensed independent appraiser may be required by Lender's internal procedures and/or federal regulatory reporting requirements on an annual and/or specialized basis. Except to the extent that certain of these costs and expenses are included within the definition of Indebtedness, the payment by Grantor of any of these costs and expenses shall not be credited, in any way or to any extent, against any portion of the Indebtedness. If any of the services described in this Paragraph are provided by an employee of Lender, Grantor shall reimburse Lender its standard charge for such services.

11.2 Survival of Obligations. Each and all of the Obligations shall survive the execution and delivery of the Loan Documents, and the consummation of the Loan called for therein, and shall continue in full force and effect until the Indebtedness shall have been paid in full.

11.3 Further Assurances. Grantor, upon the request of Lender, will execute, acknowledge, deliver and record and/or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Loan Documents and to subject to the liens and security interests thereof any property intended by the terms thereof to be covered thereby, including specifically, but without limitation, any renewals, additions, substitutions, replacements, betterments or appurtenances to the then Trust Property.

11.4 Recording and Filing. Grantor will cause the Loan Documents and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded and refiled in such manner and in such places as Lender shall reasonably request and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

11.5 Notices. All notices or other communications required or permitted to be given pursuant to this Deed of Trust shall be given in accordance with the Loan Agreement.

11.6 No Waiver. (a) Any failure by Lender to insist, or any election by Lender not to insist, upon strict performance by Grantor of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same or of any other term, provision or condition thereof, and Lender shall have the right at any time or times thereafter to insist upon strict performance by Grantor of any and all such terms, provisions and conditions. No delay or omission by Lender, or by any holder of the Note, to exercise any right, power or remedy accruing upon any breach or Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such breach or Event of Default, or acquiescence therein, and every right, power and remedy given by this Deed of Trust to Lender may be exercised from time to time and as often as may be deemed expedient by Lender. No consent or waiver, expressed or implied, by Lender to or, of any breach or Event of Default by Grantor in the performance of the Obligations of Grantor hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other Obligations of Grantor hereunder. Failure on the part of Lender to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Lender of its rights hereunder or impair any rights, powers, or remedies of Lender hereunder.

(b) No act or omission by Lender shall release, discharge, modify, change or otherwise affect the original liability under the Note, this Deed of Trust or any other Obligations of Grantor or any subsequent purchaser of the Trust Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor, or preclude Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any Event of Default then made or by any subsequent Event of Default, or alter the security interest or lien of this Deed of Trust, except as expressly provided in an instrument or instruments executed by Lender. Without limiting the generality of the foregoing, Lender may: (i) grant forbearance or an extension of time for the payment of all or any portion of the Indebtedness; (ii) take other or additional security for the payment of the Indebtedness; (iii) waive or fail to exercise any right granted hereunder or in the Note; (iv) change any of the terms, covenants, conditions or agreements of the Note or this Deed of Trust; (v) consent to the filing of any map, plat or replat affecting the Trust Property; (vi) consent to the granting of any easement or other right affecting the Trust Property; (vii) make or consent to any agreement subordinating the security interest or lien hereof; or (viii) take or omit to take any action whatsoever with respect to the Note, this Deed of Trust, the Trust Property or any document or instrument evidencing, securing or in any way relating to the Indebtedness; all without releasing, discharging, modifying, changing or affecting any such liability, or precluding Lender from exercising any such right, power or privilege, or affecting the security interest or lien of this Deed of Trust. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Trust Property, Lender, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Trust Property or the Indebtedness, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing and/or discharging any liabilities, Obligations or undertakings.

11.7 Lender's Right to Perform the Obligations. If Grantor shall fail, refuse or neglect to make any payment or perform any act required by the Loan Documents, then at any time thereafter, and without notice to or demand upon Grantor (except as otherwise provided in the Loan Documents) and without waiving or releasing any other right, remedy or recourse Lender may have because of same, Lender may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Grantor, and shall have the right to enter the Land and Improvements for such purpose and to take all such action thereon and with respect to the Trust Property as it may deem necessary or appropriate. If Lender shall elect to pay any Imposition or other sums due with reference to the Trust Property, Lender may do so in reliance on any bill, statement or assessment procured from the appropriate Governmental Authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Loan Documents, Lender shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same; provided that such advance is made in good faith. Grantor shall indemnify Lender for all losses, expenses, damages, claims and causes of action, including reasonable attorneys' fees, incurred or accruing by reason of any acts performed by Lender pursuant to the provisions of this Paragraph 11.7 or by reason of any other provision in the Loan Documents; provided that such indemnity shall not apply to Lender's gross negligence or willful misconduct. All sums paid by Lender pursuant to this Paragraph 11.7, and all other sums

expended by Lender to which it shall be entitled to be indemnified, together with interest thereon at the Default Rate (as defined in the Note) from the date of such payment or expenditure, shall constitute additions to the Indebtedness, shall be secured by the liens, security interests and rights created by the Loan Documents and shall be paid by Grantor to Lender upon demand.

11.8 Covenants Running with the Land. All Obligations contained in the Loan Documents are intended by the parties to be, and shall be construed as, covenants running with the Trust Property.

11.9 Successors and Assigns. All of the terms of the Loan Documents shall apply to, be binding upon and inure to the benefit of the parties thereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

11.10 Severability. The Loan Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable Legal Requirements. If any provision of any of the Loan Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of the instrument in which such provision is contained nor the application of such provision to other persons or circumstances nor the other instruments referred to hereinabove shall be affected thereby, but rather, shall be enforced to the greatest extent permitted by law. It is expressly stipulated and agreed to be the intent of Grantor and Lender to comply at all times with the usury and other applicable United States Federal laws or state laws (to the extent not pre-empted by Federal law, if any) now or hereafter governing the interest payable on the Note or the Loan evidenced thereby. If the laws of the State or of the United States of America are ever revised, repealed or judicially interpreted so as to render usurious any amount called for under the Note or under any of the Loan Documents or contracted for, charged, taken, reserved or received with respect to the Loan evidenced by the Note, or if Lender's exercise of the option herein contained to accelerate the maturity of the Note, or if any prepayment by Grantor results in Grantor's having paid any interest in excess of that permitted by law, then it is Grantor's and Lender's express intent that all excess amounts theretofore collected by Lender be credited on the principal balance of the Note or any other principal indebtedness of Grantor to Lender (or, if the Note and all of such other indebtedness have been paid in full, refunded to Grantor), and the provisions of the Note, this Deed of Trust and the Loan Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the then applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder.

11.11 Entire Agreement and Modification. The Loan Documents contain the entire agreement between the parties relating to the subject matter hereof and thereof, and all prior agreements relative thereto which are not contained herein or therein are terminated. Subject to the provisions of Paragraph 11.28(b) with respect to the Deed of Trust, the Loan Documents may not be amended, revised, waived, discharged, released or terminated orally, but only by a written instrument or instruments executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision,

waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

11.12 Use and Management of Trust Property. Subject to Grantor's rights under Article 11 of the Loan Agreement, Grantor will at all times operate the Trust Property as a commercial office and industrial building complex. Grantor shall not be permitted to alter or change the use of the Trust Property or to abandon the Trust Property without the prior written consent of Lender.

11.13 Assignment. This Deed of Trust is assignable by Lender and any assignment hereof by Lender shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Lender.

11.14 Time is of the Essence. Time is of the essence with respect to each and every covenant, agreement and obligation of Grantor under this Deed of Trust, the Note and any and all other Loan Documents.

11.15 Counterparts. This Deed of Trust may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

11.16 Applicable Law. This Deed of Trust shall be governed by and construed according to the laws of the State (without giving effect to the State's principles of conflicts of law).

11.17 Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Trust Property, then, to the extent of such funds so used, the Indebtedness and this Deed of Trust shall be subrogated to all of the rights, claims, liens, titles and interests heretofore existing against the Trust Property to secure the indebtedness so extinguished, extended or renewed, and the former rights, claims, liens, titles and interests, if any, are not waived, but rather, are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the repayment of the Indebtedness and the satisfaction of the Obligations.

11.18 Loan Agreement. In the event of a conflict between the terms and provisions hereof and those of the Loan Agreement, the Loan Agreement shall govern.

11.19 Headings. The Article, Paragraph and Subparagraph headings herein are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of this Deed of Trust.

11.20 No Joint Venture. Notwithstanding anything in any of the Loan Documents or in any other agreement or commitment to the contrary, neither the Loan Documents nor the transactions described in the Loan Documents nor the rights and obligations granted therein shall in any way create or contribute to the creation of a partnership or joint venture or similar arrangement between Grantor and Lender or between Guarantor and Lender.

11.21 Statement Fee. For any statement requested by Grantor regarding the Obligations secured hereby, or regarding the amounts of any funds or trusts reserved hereunder, Lender may charge a reasonable fee at the time of the request therefor.

11.22 No Third Parties Benefited. This Deed of Trust is made and entered into for the sole protection of and benefit of Grantor and Lender, and their successors and assigns, and no other person or persons shall have any right to action hereon or rights to the Loan funds at any time.

11.23 Hazardous Substances. (a) As used below, and in any of the other Loan Documents, "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. Sec. 9061 et seq., the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sec. 6901 et seq., or state lien or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). Grantor warrants, represents, covenants and indemnifies as follows:

(b) Grantor has had performed reasonable investigations, studies and tests as to any environmental contamination, liabilities or problems with respect to the Trust Property, including, without limitation, the storage, disposal, presence, discharge or release of any Hazardous Substances at or with respect to the Trust Property, and that such investigations, studies and tests have disclosed no Hazardous Substances or possible violations of any Environmental Laws, except as disclosed in the following reports: Phase I Environmental Site Assessment dated November 30, 2006, and Phase II Environmental Site assessment dated December 26, 2006, each entitled "Crown, Cork and Seal, 4133 South 72nd Street, Omaha, Nebraska, Douglas County," prepared by RT Environmental Services and RDG Geosciences & Engineering, Inc. (collectively the "Environmental Report").

(c) Except as expressly stated to the contrary in the Environmental Report, neither the Trust Property nor any other personal or real property owned by Grantor is subject to any private or governmental lien or judicial or administrative notice or action relating to Hazardous Substances or environmental problems, impairments or liabilities with respect to the Trust Property or such other property, or the direct or indirect violation of any Environmental Laws.

(d) Except as expressly stated to the contrary in the Environmental Report, no Hazardous Substances are located on or have been stored, processed or disposed of on or released or discharged from (including ground water contamination) the Trust Property, other than supplies for cleaning and maintenance in commercially reasonable amounts required for use in the ordinary course of business (provided such items are incidental to the use of the Trust Property and are stored and used in compliance with Environmental Laws), and except as

expressly stated to the contrary in the Environmental Report, no above or underground storage tanks exist on the Trust Property. Except as expressly stated to the contrary in the Environmental Report, Grantor shall not allow any Hazardous Substances to be stored, located, discharged, possessed, managed, processed or otherwise handled on the Trust Property and shall comply with all Environmental Laws affecting the Trust Property.

(e) Grantor shall immediately notify Lender should Grantor become aware of (i) any Hazardous Substance or other environmental problem or liability with respect to the Trust Property which is not specifically disclosed by the Environmental Report, or (ii) any lien, action, or notice of the nature described in Subparagraph (b) above. Grantor shall, at its own cost and expense, take all actions as shall be necessary or advisable for the clean-up of the Trust Property, including all removal, containment and remedial actions in accordance with all applicable Environmental Laws (and in all events in a manner satisfactory to Lender), and shall further pay or cause to be paid at no expense to Lender all clean-up, administrative and enforcement costs of applicable government agencies which may be asserted against the Trust Property or the owner thereof. All costs, including, without limitation, those costs set forth above, damages, liabilities, losses, claims, expenses (including reasonable attorneys' fees and disbursements) which are incurred by Lender, without requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, shall be paid by Grantor to Lender as incurred within ten (10) days after notice from Lender itemizing the amounts incurred to the date of such notice. The provisions of this Subparagraph (e) shall extend and relate equally to any and all Hazardous Substances now or hereafter on or affecting the Trust Property whether or not now known to Grantor, but in no event shall apply to conditions caused solely by the acts or omissions of Lender after the foreclosure of this Deed of Trust by Lender, or a deed in lieu thereof to Lender.

(f) All warranties, representations and indemnities above shall be deemed to be continuing and shall remain true and correct in all material respects until the Loan has been paid in full and any limitations period expires. Grantor's covenants above shall survive any exercise of any remedy for Lender under the Loan Documents, including foreclosure of this Deed of Trust (or deed in lieu thereof), even if, as a part of such foreclosure or deed in lieu of foreclosure, the Loan amount is satisfied in full, subject to the limitations of Subparagraph (e). It shall, at the option of Lender, be an Event of Default hereunder should any of the representations or warranties be or become untrue or misleading or should the Trust Property, or any other property owned by Grantor, become subject to any claim notice, or action of a nature described in Subparagraph (c) above unless, within ten (10) days of such claim notice or filing of such action, such claim notice or such action is removed or is bonded by a surety reasonably acceptable to Lender in an amount and in form and substance reasonably satisfactory to Lender or Grantor provides Lender such other security as is reasonably satisfactory to Lender. In addition to all other remedies that Lender may have as a result of an Event of Default, Lender may accelerate payment of the Loan as provided in Paragraph 7.1(a) of this Deed of Trust.

11.24 Commercial Loan. Grantor hereby stipulates and warrants that the Loan secured hereby is a commercial loan, and that all of the proceeds of such Loan will be used solely to acquire or carry on a business or commercial activity.

11.25 Future Advances. It is understood and agreed that this Deed of Trust covers present and future advances, in the aggregate amount of the Note secured hereby, made by Lender to or for the benefit of Grantor pursuant to the Loan Agreement and that the lien of such future advances shall relate back to the date of this Deed of Trust.

11.26 Waiver of Right to Trial by Jury. Each party to this Deed of Trust and, by its acceptance hereof, Lender, hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action (1) arising under this Deed of Trust or any other instrument, document or agreement executed or delivered in connection therewith, or (2) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect to this Deed of Trust or any other instrument, document or agreement executed or delivered in connection herewith, or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and each party and Lender hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party to this Deed of Trust and Lender may file an original counterpart, or a copy of this Paragraph with any court as written evidence of the consent of the parties hereto and Lender to the waiver of their right to trial by jury.

11.27 Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Deed of Trust shall be used interchangeably in singular or plural form; the word "Note" shall mean the Note or any other evidence of indebtedness secured by this Deed of Trust; the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity; the words "Trust Property" shall include any portion of the Trust Property or interest therein; the word "default" shall mean the occurrence of any default by Grantor or other person in the observance or performance of any of the terms, covenants or provisions of the Note or this Deed of Trust on the part of Grantor or such other person to be observed or performed without regard to whether such default constitutes or would constitute upon notice or lapse of time, or both, an Event of Default under this Deed of Trust. 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.

ARTICLE 12 CONCERNING THE TRUSTEE

12.1 Powers of Trustee. At any time or from time to time, without liability for or notice thereof, upon the written request of Lender and presentation of the Note and this Deed of Trust for endorsement, without affecting the personal liability of any person for the payment of the Indebtedness secured hereby and without affecting the lien of this Deed of Trust upon the Trust Property for the full amount secured hereby, the Trustee may (a) reconvey all or any part of the Trust Property, (b) consent to the making of any maps or plat thereof, (c) join in granting any easement thereon or in creating any covenants or conditions restricting use or occupancy thereof, or (d) join in any extension agreement or in any agreement subordinating the lien or charge hereof. All title, estate, rights, powers, trusts, and duties hereunder given, appertaining to or devolving upon the Trustee shall be in each of the Trustees (if more than one), so that any action

hereunder or purporting to be hereunder of any original or any successor Trustee shall for all purposes be considered to be, and shall be as effective as, the action of Trustees.

12.2 Substitute Trustee. Lender may substitute the Trustee hereunder in any manner now or hereafter provided by law, or in lieu thereof, Lender may, from time to time, by written instrument, substitute a successor or successors to the Trustee named herein, and the recordation of such instrument in the real estate records shall be conclusive proof of the proper substitution of Trustee. Such substituted or successor Trustee shall succeed to all title, estate, rights, powers and duties of the predecessor Trustee.

12.3 Trustee Notice. Trustee is not obligated to notify any party hereto of any pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Lender or Trustee shall be a party, unless brought by Trustee.

12.4 Compensation and Indemnification of Trustee. Trustee shall be entitled to reasonable compensation for all services rendered and expenses incurred in the administration of the trust hereby created, and Grantor hereby agrees to pay the same.

12.5 Trust Irrevocable. The trust created hereby is irrevocable by Grantor. No offset or claim that Grantor may now or in the future have against Lender shall relieve Grantor from paying any amounts or performing any obligations due hereunder.

ARTICLE 13 NEBRASKA PROVISIONS

13.1 Article 13 Controls. In the event of any inconsistencies between the provisions of this Article 13 and the other provisions of this Deed of Trust, the provisions of this Article 13 shall apply, control and be binding.

13.2 Assignment of Rents. The absolute assignment of rents and leases provided for in Article 10 of this Deed of Trust is made pursuant to Neb. Rev. Stat. Section 52-1701, et seq., and the Indebtedness and any future advances made hereunder or under any Loan Document are secured by present, future and after-arising Trust Property.

13.3 Nebraska Deeds of Trust Act. If an Event of Default shall occur and be continuing and in addition to any other rights and remedies of the Lender under this Deed of Trust, the Lender shall have the right to foreclose the lien hereof in the manner provided by law for the foreclosure of mortgages or deeds of trust on real property; or the Trust Property may be sold in the manner provided in the Nebraska Trust Deeds Act under the power of sale conferred upon the Trustee hereunder. In the event that the Trust Property is sold pursuant to the power of sale conferred upon the Trustee hereunder, the Trustee shall cause to be filed of record all written notices of default and notices of sale required by law. After the lapse of such time as then may be required by law following recordation of such notice of default and notice of sale, Trustee, without demand on Grantor, shall sell the Trust Property, either as a whole or in separate parcels, in such order as it or Lender may determine at public auction to the highest bidder. Trustee may postpone the sale of all or any portion of the Trust Property by public announcement at the time and place of sale or as otherwise required by law, and from time to time thereafter Trustee may

postpone the sale by public announcement at the time and place fixed by the preceding postponement or as otherwise required by law. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed shall constitute prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value and without notice. Any person, including Grantor, Trustee or Lender, may purchase at such sale. Subject to the applicable provisions of the Nebraska Trust Deeds Act, Trustee shall apply the proceeds of Trustee's sale, first, to the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's fees actually incurred, not to exceed one percent (1%) of the amount of the Indebtedness then secured by this Deed of Trust, second, to the payment of the Indebtedness secured by this Deed of Trust in such order of priority as Lender determines, third, to the payment of junior trust deeds, mortgages or other liens, and the balance, if any, to the person or persons legally entitled thereto.

13.4 Reconveyance upon Payment of Indebtedness. In connection with any termination or release upon payment of the Indebtedness in full, this Deed of Trust shall be reconveyed and released in accordance with and as required by the Nebraska Trust Deeds Act.

13.5 Payment of Costs, Expenses and Attorneys' Fees. Grantor agrees that all reasonable costs, charges and expenses, including but not limited to, reasonable attorneys' fees and costs to the extent allowed by law, incurred or expended by Trustee or Lender arising out of or in connection with any action, proceeding or hearing, whether legal, equitable or quasi-legal, including the preparation therefor and any appeal therefrom, in any way affecting or pertaining to the Loan Documents or the Trust Property, shall be promptly paid by Grantor. Such expenses shall include but not be limited to reasonable expenses (including the reasonable fees and expenses of legal counsel for Lender and Trustee to the extent permitted by law) incurred in connection with: (a) the preservation and enforcement of Lender's liens and security interests under this Deed of Trust; (b) the protection, exercise or enforcement of Lender's rights with respect to the Trust Property including, without limitation, Trustee's and Lender's rights to (i) collect or take possession of the Trust Property and the proceeds thereof, (ii) hold the Trust Property, (iii) prepare the Trust Property for sale or other disposition and (iv) sell or otherwise dispose of the Trust Property; and (c) the assertion, protection, exercise or enforcement of Lender's rights in any proceeding under the United States Bankruptcy Code, including, without limitation, the preparation, filing and prosecution of (i) proofs of claim, (ii) motions for relief from the automatic stay, (iii) motions for adequate protection, and (iv) complaints, answers and other pleadings in adversary proceedings by or against Lender or relating in any way to the Trust Property. All such sums not promptly paid by Grantor shall be added to the Indebtedness secured hereby and shall bear interest at the Default Rate from the date of such advance and shall be due and payable on demand.

13.6 Request for Notice. Grantor, for itself and for each party hereto, hereby requests that a copy of any notice of default and a copy of any notice of sale hereunder be mailed to them at their respective addresses set forth in this Deed of Trust.

[Signature Page Follows]

IN WITNESS WHEREOF, this Deed of Trust has been duly executed and delivered by Grantor.

PATRIOT 72ND STREET, LLC, a Delaware limited liability company

By: *[Signature]*
Name: *Alan S. Werther*
Title: *Executive Vice President*

Commonwealth
~~STATE OF PENNSYLVANIA~~
COUNTY OF *Philadelphia*

:
: SS
:

On this, the *27* day of December, 2006, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared *Alan S. Werther* who acknowledged himself to be the *Exec. Vice President* of PATRIOT 72ND STREET, LLC, a Delaware limited liability company, and that as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

[Signature]
Notary Public
My Commission Expires

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JENNA M. LAMPE, Notary Public
City of Philadelphia, Phila. County
My Commission Expires April 21, 2008



NOTARIAL SEAL
REGISTER OF DEEDS

EXHIBIT A

That part of the Northwest 1/4 of the Northwest 1/4 of Section 1, Township 14 North, Range 12 East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska, described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 1; thence South 00°00'00" East (assumed bearing) for 74.56 feet along said West line of said Northwest 1/4; thence North 90°00'00" East for 42.00 feet to the East right-of-way line of 72nd Street and the True Point of Beginning; thence North 22°32'21" East for 23.92 feet along the Easterly right-of-way line of 72nd Street to the South right-of-way line of the railroad; thence (the next seven courses are along the South right-of-way line of the railroad) (1) North 89°57'23" East for 543.82 feet; thence (2) along a curve to the right (having a radius of 328.27 feet and a long chord bearing South 79°03'37" East for 125.09 feet) for an arc distance of 125.86 feet; thence (3) South 68°04'37" East for 100.70 feet; thence (4) along a curve to the left (having a radius of 348.27 feet and a long chord bearing North 89°45'38" East for 262.76 feet) for an arc distance of 269.43 feet; thence (5) South 37°30'07" East for 21.60 feet; thence (6) along a curve to the left (having a radius of 329.62 feet and a long chord bearing North 60°38'38" East for 21.33 feet) for an arc distance of 21.33 feet; thence (7) North 48°47'23" East for 128.00 feet to the South right-of-way line of "F" Street; thence North 89°57'20" East for 118.34 feet along said South right-of-way line; thence South 00°01'37" East for 664.91 feet; thence South 08°36'07" West for 466.50 feet; thence South 50°17'12" West for 233.92 feet; thence North 89°56'35" West for 1026.86 feet to the East right-of-way line of 72nd Street; thence North 00°00'00" East for 1231.52 feet along said East right-of-way to the True Point of Beginning.

Together with the benefit of the Perpetual Easement for existing utility connections and access purposes of the existing driveway as set forth in the instrument recorded January 16, 1958 in Book 1030 at Page 359, in the office of the Register of Deed of Douglas County, Nebraska.