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DOUGLAS COUNTY, NE

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Haynes and Boone, L.L.P.  
901 Main Street, Suite 3100  
Dallas, Texas 75202-3789  
Attention: Ann M. Saegert

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DEED OF TRUST, SECURITY AGREEMENT,  
FINANCING STATEMENT AND ASSIGNMENT OF RENTAL  
(Omaha, Nebraska)

THIS DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, AND ASSIGNMENT OF RENTAL is executed as of July 2, 1996, by EPT OMAHA LIMITED PARTNERSHIP, a Delaware limited partnership ("Trustor"), whose address is c/o Promus Hotel Corporation, 755 Crossover Lane, Memphis, Tennessee 38117-4900, and c/o GE Investments, 3003 Summer Street, Stamford Connecticut 06904-7900, Attention: Vice President-Alternative Investments, to Chicago Title Insurance Company, whose address is c/o Classic Title & Escrow Co., 715 North 120th Street, Omaha, Nebraska 68154, as Trustee (herein so called) for the benefit of CREDIT LYONNAIS NEW YORK BRANCH, a duly licensed branch under the laws of the State of New York of a foreign banking corporation organized under the laws of the Republic of France, whose address is Credit Lyonnais Building, 1301 Avenue of the Americas, New York, New York 10019, Attention: Rodrick D. Rohrbach, Hotel Finance Group, as agent for itself and the other "Lenders" ("Beneficiary").

ARTICLE I

DEFINITIONS

Section 1.1. As used herein, the following terms shall have the definitions assigned to them as follows:

"Agent" means Credit Lyonnais New York Branch, as agent, and its successors under the Loan Agreement.

"Beneficiary" has the meaning assigned to it in the preamble hereof.

"Borrower" means the "Borrowers" described in the Loan Agreement.

"Code" means the Uniform Commercial Code as adopted in the State in which the Land is located.

"Collateral" means all of Trustor's right, title, and interest, now owned or hereafter acquired, in and to the following described properties and interests:

(1) All Personal Property which is either fixtures or personal property, tangible or intangible; and

(2) All Rentals; and

(3) All accounts, inventory, instruments, chattel paper, documents, consumer goods, insurance proceeds, Leases, contract rights, and general intangibles now, or hereafter related to, any of the Real Estate, including, without limitation, the following:

(A) All contracts now or hereafter entered into by and between Trustor, as owner, and any contractor or any other party, as well as all right, title, and interest of Trustor in, to, and under any subcontracts, providing for the construction (original, restorative or otherwise) of any of the Improvements, and of any other buildings, structures or improvements to, or on, the Real Estate (or any part thereof), or the furnishing of any materials, supplies, equipment, or labor in connection with any such construction;

(B) All of the plans, specifications, and drawings (including, without limitation, plot plans, foundation plans, utility facilities plans, floor plans, elevations plans, framing plans, cross-sections of walls plans, mechanical plans, electrical plans, architectural and engineering plans and specifications, and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect or engineer with respect to any of the Real Estate;

(C) All agreements now or hereafter entered into with any party with respect to architectural, engineering, management, brokerage, promotional, marketing, or consulting services rendered or to be rendered, with respect to the planning, design, inspection, or supervision of the construction, development, management, marketing, promotion, leasing, operation, or sale of any of the Real Estate and

including, without limitation, the Management Agreement and the Franchise Agreement;

(D) All commitments (and the proceeds therefrom) issued by any lenders or investors to finance or invest in any of the Mortgaged Property, or in Trustor;

(E) Any completion bonds, performance bonds, labor and material payment bonds, and any other bonds (and the proceeds therefrom) relating to any of the Real Estate or to any contract providing for construction of any of the Improvements or any other buildings, structures, or improvements to, or on, any of the Real Estate;

(F) All rights or awards due to Trustor arising out of any eminent domain proceedings for the taking or for loss of value of any of the Real Estate;

(G) All Rentals;

(H) All of Trustor's right, title and interest in and to all trademarks, trade names, or symbols under which any of the Real Estate is operated or the business of Trustor at the Real Estate is conducted and all agreements now or hereafter entered into by Trustor with respect thereto;

(I) All rights to payment from any consumer credit/charge card organization or entity (such as or similar to the organizations or entities which sponsor and administer the American Express, Carte Blanche, Diner's Club, Visa, the Discover Card, and Mastercard cards);

(J) All monetary deposits which Trustor has been, or may be, required to give to any public or private utility with respect to utility services furnished, or to be furnished, to the Real Estate;

(K) All contracts of sale and options relating to the disposition of any of the Real Estate;

(L) All products and proceeds arising by virtue of any transaction related to the disposition of any of the Mortgaged Property;

(M) All deposits of cash, securities, or other property which may be held at any time, and from time to time, by Trustor to secure the performance by each Lessee of such Lessee's covenants, agreements, and obligations under any Lease;

(N) All permits, licenses (including, without limitation, liquor licenses), franchises, certificates, and other rights and privileges obtained by Trustor in connection with the Mortgaged Property;

(O) The FF&E Reserve Account and the Operating Accounts;

(P) The balance of every deposit account (now or hereafter existing) of Trustor with Beneficiary, Agent or any Lender (or any agent, affiliate, or subsidiary of Beneficiary, Agent or any Lender) and any other claim of Trustor against Beneficiary, Agent or any Lender (now or hereafter existing) and all money, instruments, securities, documents, chattel paper, credits, demands, and any other property, rights, or interests of Trustor which at any time shall come into the possession, custody, or control of Beneficiary, Agent or any Lender (or any agent, affiliate, or subsidiary of any such Person);

(Q) All proceeds payable or to be payable under each policy of insurance relating to the Real Estate and/or the Personal Property; and

(R) All books, records, computer programs, tapes, discs, computer software and other like records and information evidencing, securing, relating to or concerning the Real Estate, the Personal Property, and the property described in clauses (1), (2) and (3) (A) through (Q), above;

(5) All leases, licenses, security agreements, and all other contracts and agreements governing or relating to Trustor's ownership, use, operation or sale of any of the Mortgaged Property, to the extent not otherwise included; and

(6) All payments under and proceeds of any insurance covering or with respect to any of the Mortgaged Property (whether or not Beneficiary is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any Mortgaged Property, to the extent not otherwise included; and

(7) All appurtenances to, replacements and substitutes for, all products and proceeds of, and all accessions to, the foregoing.

"Deed of Trust" means this Deed of Trust, Security Agreement, Financing Statement and Assignment of Rental, including all exhibits attached hereto, as the same may, at any time and from time to time, be renewed, extended, modified and/or increased.

"Environmental Indemnity Agreement" means the Multistate Environmental Indemnity Agreement of even date herewith, executed by Trustor and each other limited partnership entity constituting Borrower for the benefit of Beneficiary and the other Indemnitees specified therein, as it may from time to time be amended, supplemented or restated.

"Event of Default" has the meaning set forth in Section 3.1 hereof.

"Governmental Authority" means any governmental authority, the United States of America, any state of the United States of America, and any subdivision of any of the foregoing, and any agency, department, commission, board, authority or instrumentality, bureau or court having jurisdiction over the Mortgaged Property, or over Trustor or any occupant or user of the Mortgaged Property, or any of their respective businesses, operations, assets or properties.

"Trustor" has the meaning assigned to it in the preamble hereof.

"Trustor's Successors" means each and all of the heirs, executors, administrators, legal representatives, successors, and assigns of Trustor, both immediate and remote.

"Improvements" means all buildings and improvements now or hereafter situated upon the Land.

"Land" means all of that certain tract of real property located in Douglas County, Nebraska, more particularly described upon Exhibit A attached hereto and incorporated herein by this reference, together with all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages, projections, appurtenances, water rights including riparian and littoral rights, oil, gas and mineral rights, streets, ways, alleys, and strips and gores of land now or hereafter in anyway belonging, adjoining, crossing or pertaining thereto, and all claims or demands of Trustor, either at law or in equity, in possession or expectancy, of, in or to the same.

"Lease" means any ground lease, space lease, sublease or other agreement (oral or written) under the terms of which any person other than Trustor has or acquires any right to occupy, use, or manage the Mortgaged Property, or any part thereof, or interest therein.

"Lenders" means the "Lenders" now or hereafter designated under the Loan Agreement.

"Lessee" means each lessee, sublessee, tenant, guest or other Person having the right to occupy, use, or manage the Mortgaged Property, or any part thereof, under a Lease.

"Loan" means the indebtedness and obligations of Trustor evidenced by the Security Instruments.

"Loan Agreement" means that certain Multistate Loan Agreement dated of even date herewith between Trustor, the other limited partnerships constituting Borrower, Agent and the Lenders, as it may, at any time and from time to time, be amended, supplemented or restated.

"Mortgaged Property" means the Real Estate and the Collateral, collectively.

"Note" means, collectively and individually, (i) that certain Note dated of even date herewith, executed by Borrower and payable to the order of CREDIT LYONNAIS NEW YORK BRANCH, in the original principal amount of Forty-Four Million Five Hundred Sixty-Nine Thousand Four Hundred Sixty-Six and No/100 Dollars (\$44,569,466.00), bearing interest as therein specified, containing a clause requiring the payment of reasonable attorneys' fees, and providing that the principal balance of such note shall be due and payable on a final maturity date of July 2, 2001, as provided in the Loan Agreement; (ii) that certain Note dated of even date herewith, executed by Borrower and payable to the order of SOCIETE GENERALE, SOUTHWEST AGENCY, in the original principal amount of Thirty-Six Million Three Hundred Ninety-Seven Thousand Four Hundred Fifty-Five and No/100 (\$36,397,455.00), bearing interest as therein specified, containing a clause requiring the payment of reasonable attorneys' fees, and providing that the principal balance of such note shall be due and payable on a final maturity date of July 2, 2001, as provided in the Loan Agreement; (iii) that certain Note dated of even date herewith, executed by Borrower and payable to the order of THE BANK OF NEW YORK, in the original principal amount of Twenty-Eight Million Two Hundred Forty-Four Thousand Two Hundred Seventy-Five and No/100 Dollars (\$28,244,275.00), bearing interest as therein specified, containing a clause requiring the payment of reasonable attorneys' fees, and providing that the principal balance of such note shall be due and payable on a final maturity date of July 2, 2001, as provided in the Loan Agreement; and (iv) all notes subsequently issued in syndication of the loan evidenced by such notes, executed by Borrower and payable to the order of a Lender, in the principal amount of the syndicated interest of such Lender in the Loan, which shall reduce the principal amount of the notes described in subsections (i), (ii) or (iii), above, as appropriate, by an equal amount (and a new note in such reduced amount shall be substituted therefor), and providing that the principal balance of each such note, together with all accrued, unpaid interest, shall be due and payable on a final maturity date of July 2, 2001, as provided in the Loan Agreement; and as any such note may, at any time and from time to time, be renewed, extended, modified, increased, supplemented or restated.

"Permitted Exceptions" means those items shown upon Exhibit B attached hereto and incorporated herein by this reference.

"Personal Property" means all fixtures, building materials, machinery, equipment, furniture, furnishings, inventory and personal property, and all renewals, replacements and substitutions therefor and additions thereto, in which Trustor now has, or at any time hereafter acquires, an interest, and which now, or at any time hereafter, are situated in, on or about the Real Estate or used, or acquired for use, upon or in connection with any part of the Real Estate.

"Real Estate" means the Land, the Improvements, the Personal Property (to the extent same constitutes fixtures), the Leases, the Rental and all other estates, easements, licenses, interests, rights, titles, powers and privileges of every kind and character which Trustor now has or at any time hereafter acquires, in and to the Land, the Improvements, the Personal Property, and all property which is used or useful in connection with the Land, the Improvements, and the Personal Property.

"Rental" means all rents, issues, profits, royalties, bonuses, revenue, receipts, income, accounts, accounts receivable and other receivables, and other benefits derived from the Mortgaged Property or arising under, out of, in connection with or related to the Mortgaged Property and including, without limitation, all revenues, receipts, income, receivables and accounts relating to or arising from rentals or occupancy, rent equivalent income, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone and television systems, guest laundry, the provision or sale of other goods and services, and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for Hotels, 8th Edition, International Association of Hospitality Accountants (1986), as from time to time amended; all liquidated damages following defaults under any Lease; all proceeds payable under any policy of insurance covering loss of rents, issues, profits, royalties, bonuses, revenue, receipts, income, accounts, accounts receivable and other receivables, and other benefits; and any and all rights which Trustor may have against any Lessee or against any other Person under or in connection with any Lease.

"Rights" shall have the meaning specified in Section 5.2.

"Sale" shall have the meaning specified in Subsection 3.2(1).

"Secured Indebtedness" means:

(a) All indebtedness, liabilities and obligations of Borrower or any of them arising under the Loan Agreement, the Note, this Deed of Trust or any other Security Instrument;

(b) All future loans and advances which Beneficiary may hereafter make to or for the benefit of Trustor in connection with the Loan or the Mortgaged Property (but excluding the California Obligation); provided, however, the total principal

amount of the Secured Indebtedness including any future loans or advances (but excluding any sums advanced for the protection of the Mortgaged Property) shall not exceed one hundred fifty percent (150%) of the original principal amount of this Deed of Trust; provided further, however, that nothing contained herein shall constitute a commitment to make future loans or advances in any amount;

(c) All other and additional indebtedness, liabilities, indemnifications, and obligations of every kind and character, of Borrower or any of them now or hereafter existing in favor of Beneficiary in connection with the Loan, the Mortgaged Property or any other Security Instrument, regardless of whether they are direct, indirect, primary, secondary, joint, several, joint and several, liquidated, unliquidated, fixed or contingent, and regardless of whether the same may, prior to their acquisition by Beneficiary, be or have been payable to some other person or entity, it being the intention and contemplation of Trustor and Beneficiary that future advances may be made to or on behalf of Borrower or any of them, the Mortgaged Property, or both for a variety of purposes, that Borrower or any of them may guarantee (or otherwise become directly or contingently obligated with respect to), the obligations of others to Beneficiary in connection with the Loan or the Mortgaged Property, or that Borrower or any of them may otherwise hereafter be or become further indebted to Beneficiary, and that payment and repayment of all of the foregoing are intended to and shall be part of the Secured Indebtedness secured hereby, but shall in no event include the California Obligation;

(d) All indebtedness, obligations and liabilities of Borrower or any of them to Agent or any Lender pursuant to the Interest Rate Hedging Arrangements (as such term is defined in the Loan Agreement); and

(e) Any and all renewals, increases, extensions, modifications, substitutions, rearrangements, or restatements of and supplements to all or any part of the loans, advances, indebtedness, liabilities, and obligations described or referred to in subparagraphs (a) through (c) above, together with all costs, expenses and attorneys' fees, costs and expenses incurred in connection with the enforcement or collection thereof.

"Security Instruments" means the Note, the Loan Agreement, the Environmental Indemnity Agreement, the Security Agreement, this Deed of Trust and each other Loan Document, together with all other loan agreements, security agreements, deeds of trust, collateral pledge agreements, assignments, guaranties or contracts now or hereafter evidencing, referring to or securing the Secured Indebtedness, as they may, at any time and from time to time, be amended, renewed, extended, increased, supplemented and/or restated, and excluding, in any event, the California Loan Documents.

"Trustee" has the meaning assigned to it in the preamble and shall include all substitute trustees appointed in conformity with Section 3.2(g).

Section 1.2. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Loan Agreement.

## ARTICLE II

### GRANT

#### Section 2.1.

(a) For good and valuable consideration, including the indebtedness evidenced by the Note, the Secured Indebtedness and the trust hereinafter described, the receipt and legal sufficiency of which are hereby expressly acknowledged by all parties, Trustor does hereby irrevocably GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, AND CONVEY unto Trustee, IN TRUST, WITH POWER OF SALE, the Mortgaged Property, subject only to the Permitted Exceptions, to secure payment and performance of the Secured Indebtedness specified in Section 2.3.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the rights, hereditaments, and appurtenances in anywise appertaining or belonging thereto, unto Trustee and Trustee's successors or substitutes in this trust, and Trustee's and its or his successors and assigns, in trust and for the uses and purposes hereinafter set forth, forever.

(b) This Deed of Trust shall also constitute a security agreement with respect to, and Trustor hereby grants to Beneficiary a first priority security interest in, the Collateral. This Deed of Trust shall constitute a "fixture filing" for purposes of Article 9 of the Code. Portions of the Collateral are or may become fixtures. Information concerning the security interests herein granted may be obtained at the addresses stated in the introductory paragraph of this Deed of Trust.

(c) To the extent that any of the Collateral is not subject to the Uniform Commercial Code of the state or states where it is situated, Trustor hereby assigns to Beneficiary all of Trustor's right, title, and interest in and to the Collateral also to so secure the Secured Indebtedness, together with the right of set-off with regard to such Collateral (or any part hereof). Release of the lien of this Deed of Trust shall automatically terminate this assignment.

Section 2.2. Trustor, for Trustor and Trustor's Successors, hereby agrees to warrant and forever defend, all and singular, title to the Mortgaged Property unto Trustee, and Trustee's successors or substitutes in this trust, forever, against every person

whomsoever lawfully claiming, or to claim, the same or any part thereof, subject, however, to the Permitted Exceptions.

Section 2.3. This Deed of Trust, and all rights, remedies, powers, privileges, and benefits, and all titles, interests, liens, and security interests created hereby, or arising by virtue hereof, are given to secure payment and performance of the Secured Indebtedness.

Section 2.4. A carbon, photographic, or other reproduction of this Deed of Trust, or any financing statement relating to this Deed of Trust, shall be sufficient as a financing statement.

Section 2.5. In addition to, and not in limitation of, Trustor's obligation to pay taxes under Section 4.11 of the Loan Agreement, Trustor shall pay all taxes levied upon this Deed of Trust or the Secured Indebtedness secured hereby.

### ARTICLE III

#### RESPECTING DEFAULTS AND REMEDIES OF BENEFICIARY

Section 3.1. The term "Event of Default" shall mean the occurrence of an Event of Default, as such term is defined in the Loan Agreement.

Section 3.2. Upon the occurrence of an Event of Default, Beneficiary may, at Beneficiary's option, do any one or more of the following:

(a) If Trustor has failed to keep or perform any covenant whatsoever contained in this Deed of Trust or other Security Instruments, and such failure constitutes an Event of Default, Beneficiary may, but shall not be obligated to any person to, perform or attempt to perform said covenant, and any payment made or expense incurred in the performance or attempted performance of any such covenant shall be a part of the Secured Indebtedness, and Trustor promises, upon demand, to pay to Beneficiary, at the place where the Note is payable, or at such other place as Beneficiary may direct by written notice, all sums so advanced or paid by Beneficiary, with interest at the Default Rate from the date when paid or incurred by Beneficiary. No such payment by Beneficiary shall constitute a waiver of any Event of Default. In addition to the liens and security interests hereof, Beneficiary shall be subrogated to all rights, titles, liens, and security interests securing the payment of any debt, claim, tax, or assessment for the payment of which Beneficiary may make an advance, or which Beneficiary may pay.

(b) Beneficiary may, at its option, declare the Note and all or any other portion of the remaining Secured Indebtedness to be immediately due and payable without presentment, demand, protest, notice of protest and non-payment, or other

notice of default, notice of acceleration and intention to accelerate or other notice of any kind, all of which are expressly waived by Trustor; provided, however, that if any Event of Default specified in Article VIII(e) of the Loan Agreement shall occur, the Note and the remaining Secured Indebtedness shall thereupon become due and payable concurrently therewith, without any further action by Beneficiary and without presentment, demand, protest, notice of protest and non-payment, or other notice of default, notice of acceleration and intention to accelerate or other notice of any kind, all of which are expressly waived by Trustor.

(c) Beneficiary may request Trustee to proceed with foreclosure, and in such event Trustee is hereby authorized and empowered, and it shall be Trustee's special duty, upon such request of Beneficiary, to sell the Mortgaged Property, or any part thereof, in the manner provided in the Nebraska Trust Deeds Act under the power of sale conferred upon Trustee. In the event that the Mortgaged property is sold pursuant to the power of sale conferred upon Trustee, Trustee shall cause to be filed of record a written notice of default and election to sell the Mortgaged Property to the extent required by applicable law. Trustor and Beneficiary hereby request a copy of any notice of default and a copy of any notice of sale hereunder be mailed to each of them at their respective addresses set forth in the preamble of this Deed of Trust. After the lapse of such time as then may be required by law following recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Mortgaged Property, either as a whole or in separate parcels, and in such order as it or Beneficiary may determine at public auction to the highest bidder. Trustee may postpone the sale of all or any portion of such property by public announcement at the time and place of sale, and from time to time thereafter may postpone the sale by public announcement at the time and place fixed by the preceding postponement, and as otherwise required by applicable law. After such sale, Trustee shall make to the purchaser or purchasers thereunder good and sufficient assignments, deeds, bills of sale, and other instruments, conveying the Mortgaged Property, or part thereof, so sold to the purchaser or purchasers, but without any covenant or warranty express or implied. The recital in such deed of any matters of fact or otherwise shall be conclusive proof of the truthfulness thereof. The sale of a part of the Mortgaged Property shall not exhaust the power of sale, but sales may be made from time to time until the Secured Indebtedness is paid and performed in full. It shall not be necessary to have present or to exhibit at any such sale any of the Personal Property.

(d) In addition to the rights and powers of sale granted under the preceding Subsection 3.2(c), if any Event of Default occurs concerning the payment of any installment of the Secured Indebtedness, to the extent permitted by applicable law, Beneficiary, at its option, at once or at any time thereafter while any matured obligation remains unpaid, without declaring the entire Secured Indebtedness to be due and payable, may orally or in writing direct the Trustee to enforce this trust and to sell the Mortgaged Property subject to such unmatured indebtedness and the

assignments, liens, and security interests securing its payment, in the same manner, on the same terms, at the same place and time and after having given notice in the same manner, all as provided in the preceding provisions of Subsection 3.2(c). After such sale, the Trustee shall make due conveyance to the purchaser or purchasers. To the extent permitted by applicable law, sales made without maturing the Secured Indebtedness may be made hereunder whenever there occurs an Event of Default in the payment of any installment of the Secured Indebtedness without exhausting the power of sale granted hereby, and without affecting in any way the power of sale granted under this Subsection 3.2(d), the unmatured balance of the Secured Indebtedness (except as to any proceeds of any sale which Beneficiary may apply as a prepayment of the Secured Indebtedness) or the assignments, liens and security interests securing payment of the Secured Indebtedness.

(e) It is intended by each of the foregoing provisions of Subsection 3.2(c) and Subsection 3.2(d) that Trustee may, after any request or direction by Beneficiary, sell not only the Real Estate but also the Collateral and other interests constituting a part of the Mortgaged Property, or any part thereof, along with the Real Estate, or any part thereof, all as a unit and as a part of a single sale, or may sell any part of the Mortgaged Property separately from the remainder of the Mortgaged Property. To the extent permitted by applicable law, the sale or sales by Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold; and if the proceeds of such sale or sales of less than the whole of such Mortgaged Property shall be less than the aggregate of the Secured Indebtedness and the expense of executing this trust, this Deed of Trust and the assignments, liens, and security interests hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales of less than the whole of the Mortgaged Property had occurred, but Beneficiary shall have the right, at its sole election, to request Trustee to sell less than the whole of the Mortgaged Property.

(f) Trustor and Beneficiary agree that, in any assignments, deeds, bills of sale, notices of default or of sale, or postings, given by Trustee or Beneficiary, any and all statements of fact or other recitals therein made as to the identity of Beneficiary, or as to the occurrence or existence of any Event of Default, or as to the acceleration of the maturity of the Secured Indebtedness, or as to the request to sell, posting of notice of default or of sale, notice of default or of sale, time, place, terms and manner of sale and receipt, distribution and application of the money realized therefrom, or as to the due and proper appointment of a substitute trustee and without being limited by the foregoing, as to any other act or thing having been duly done by Beneficiary or by Trustee, shall be taken by all courts of law and equity as prima facie evidence that the said statements or recitals state facts and are without further question to be so accepted, and Trustor does hereby ratify and confirm any and all acts that Trustee may lawfully do in the premises by virtue hereof.

(g) In the event of the resignation or death of Trustee, or Trustee's failure, refusal or inability, for any reason, to make any such sale or to perform any of the trusts herein declared, or, at the option of Beneficiary, without cause, Beneficiary may appoint, in writing, a substitute trustee in the manner provided by law, who shall thereupon succeed to all the estates, titles, rights, powers, and trusts herein granted to and vested in Trustee. If Beneficiary is a corporation, such appointment may be made on behalf of such Beneficiary by any person who is then the president, or a vice-president, assistant vice-president, treasurer, cashier, secretary, or any other authorized officer or agent of Beneficiary. In the event of the resignation or death of any substitute trustee, or such substitute trustee's failure, refusal or inability to make any such sale or perform such trusts, or, at the option of Beneficiary, without cause, successive substitute trustees may thereafter, from time to time, be appointed in the same manner. Wherever herein the word "Trustee" is used, the same shall mean the person who is the duly appointed trustee in the first paragraph of this Deed of Trust or substitute trustee hereunder at the time in question.

(h) Subject to the provisions of Section 5.21 hereof, Beneficiary may, or Trustee may upon written request of Beneficiary, proceed, to the extent permitted by law, by suit or suits, at law or in equity, to enforce the payment and performance of the Secured Indebtedness in accordance with the terms hereof or of the Note or the other Security Instruments, to foreclose or otherwise enforce the assignments, liens, and security interests created or evidenced by the other Security Instruments, or this Deed of Trust as against all, or any part of, the Mortgaged Property, and to have all or any part of the Mortgaged Property sold under the judgment or decree of a court of competent jurisdiction.

(i) To the extent permitted by law, Beneficiary, as a matter of right without notice to Trustor and without regard to the sufficiency of the security, and without any showing of insolvency, fraud, or mismanagement on the part of Trustor, and without the necessity of filing any judicial or other proceeding other than the proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers of the Mortgaged Property, or any part thereof, and of the income, rents, issues, profits, revenues, receipts, accounts, accounts receivable and other receivables thereof.

(j) To the extent permitted by law, Beneficiary may enter upon the Land, take possession of the Mortgaged Property and remove the Collateral or any part thereof, with or without judicial process, and, in connection therewith, without any responsibility or liability on the part of Beneficiary, take possession of any property located on or in the Real Estate which is not a part of the Mortgaged Property and hold or store such property at Trustor's expense.

(k) Beneficiary may require Trustor to assemble the Collateral, or any part thereof, and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to Trustor and Beneficiary.

(l) After notification, if any, hereafter provided in this Subsection, Beneficiary may, or the Trustee may, upon request of Beneficiary, sell, lease, or otherwise dispose of, at the office of Beneficiary, or on the Land, or elsewhere as chosen by Beneficiary, all or any part of the Collateral, in its then condition, or following any commercially reasonable preparation or processing, and each "Sale" (as used herein, the term "Sale" means any such sale, lease, or other disposition made pursuant to this Subsection 3.2(1)) may be as a unit or in parcels, by public or private proceedings, and by way of one or more contracts, and, at any Sale, it shall not be necessary to exhibit the Collateral, or part thereof, being sold. The Sale of any part of the Collateral shall not exhaust Beneficiary's power of Sale, but Sales may be made, from time to time, until the Secured Indebtedness is paid and performed in full. Reasonable notification of the time and place of any public Sale pursuant to this Subsection, or reasonable notification of the time after which any private Sale is to be made pursuant to this Subsection, shall be sent to Trustor and to any other person entitled to notice under Article 9 of the Code; provided, that if the Collateral being sold, or any part thereof, is perishable, or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Beneficiary may sell, lease, or otherwise dispose of such Collateral without notification, advertisement or other notice of any kind. It is agreed that notice sent or given not less than ten (10) calendar days prior to the taking of the action to which the notice relates, is reasonable notification and notice for the purposes of this Subsection.

(m) [Intentionally Deleted.]

(n) Beneficiary may retain the Collateral in satisfaction of the Secured Indebtedness whenever the circumstances are such that Beneficiary is entitled to do so under the Code.

(o) Beneficiary may buy the Mortgaged Property, or any part thereof, at any public Sale or judicial Sale (including any Sale of the Collateral as contemplated in Subsection 3.2(1) hereof).

(p) Beneficiary may buy the Collateral, or any part thereof, at any private Sale if the Collateral, or part thereof, being sold is a type customarily sold in a recognized market or a type which is the subject of widely distributed standard price quotations.

(q) Beneficiary shall have and may exercise any and all other rights and remedies which Beneficiary may have at law or in equity, or by virtue of any other security instrument, or under the Code, or otherwise.

(r) Notwithstanding anything contained herein to the contrary, pursuant to NEB. REV. STAT. §9.501(4) (NEB. UCC) (Reissue 1992), Beneficiary may proceed under Article 9 of the Code as to all personal property covered hereby or, at Beneficiary's election, Beneficiary may proceed as to both the real and personal property covered hereby in accordance with Beneficiary's rights and remedies in respect of real property, in which case the provisions of Article 9 of the Code (and Subsection 3.2(1) hereof) shall not apply.

Section 3.3. If Beneficiary is the purchaser of the Mortgaged Property, or any part thereof, at any sale thereof (including any Sale of the Collateral as contemplated in Subsection 3.2(1) hereof), whether such sale be under the power of sale hereinabove vested in Trustee, or upon any other foreclosure or enforcement of the assignments, liens, and security interests hereof, or otherwise, Beneficiary shall, upon any such purchase, acquire good title to the Mortgaged Property so purchased, free of the assignments, liens, and security interests of these presents. Beneficiary shall be permitted in lieu of cash payment for all or any portion of the Mortgaged Property to make payment for the purchase price by crediting upon the Secured Indebtedness the net sales price after deducting therefrom the costs and expenses of collection and sale as permitted by this Deed of Trust.

Section 3.4. Should any part of the Mortgaged Property come into the possession of Beneficiary, after the occurrence of an Event of Default, Beneficiary may use or operate the Mortgaged Property for the purpose of preserving it or its value, pursuant to the order of a court of appropriate jurisdiction, or in accordance with any other rights held by Beneficiary with respect to the Mortgaged Property. Trustor covenants to promptly reimburse and pay to Beneficiary, at the place where the Note is payable, or at such other place as may be designated by Beneficiary in writing, the amount of all reasonable expenses (including the cost of any insurance, taxes, or other charges) incurred by Beneficiary in connection with its custody, preservation, use or operation of the Mortgaged Property, together with interest thereon from the date incurred by Beneficiary at the Default Rate, and all such expenses, cost, taxes, interest, and other charges shall be a part of the Secured Indebtedness. It is agreed, however, that the risk of accidental loss or damage to the Mortgaged Property is undertaken by Trustor, and Beneficiary shall have no liability whatever for decline in value of the Mortgaged Property, nor for failure to obtain or maintain insurance, nor for failure to determine whether any insurance ever in force is adequate as to amount or as to the risks insured.

Section 3.5. If the assignments, liens, or security interests hereof shall be foreclosed or otherwise enforced by a Trustee's sale, or by any other judicial or non-judicial action, then the purchaser at any such sale shall receive, as an incident to his ownership, immediate possession of that portion of the Mortgaged Property purchased, and if Trustor or Trustor's Successors shall hold possession of any of said portion of the Mortgaged Property subsequent to such foreclosure, Trustor and

Trustor's Successors shall be considered as tenants at sufferance of the purchaser at such foreclosure sale, and anyone occupying the Mortgaged Property (or any part thereof) after demand made for possession thereof shall be guilty of forcible detainer and shall be subject to eviction and removal, forcible or otherwise, with or without (to the extent permitted by law) process of law, and all damages by reason thereof are hereby expressly waived.

Section 3.6. The proceeds from any sale, lease or other disposition made pursuant to this Article III, or any Rental collected by Beneficiary pursuant to Article IV hereof to be applied to the Secured Indebtedness, shall be applied by Trustee, or by Beneficiary, as the case may be, as follows: FIRST, to the Secured Indebtedness, in the order and manner described in the Loan Agreement; and SECOND, the balance, if any, remaining after the full and final payment and performance of the Secured Indebtedness, to Trustor, or as otherwise required by applicable law.

Section 3.7. This instrument shall be effective as a mortgage as well as a deed of trust, and upon the occurrence of an Event of Default may be foreclosed as to the Mortgaged Property in any manner permitted by the laws of the state in which the Land is located. Any foreclosure suit may be brought by Trustee or any Beneficiary. If a foreclosure hereunder is commenced by Trustee, Beneficiary may, at any time before the sale, direct the Trustee to abandon the sale, and may then institute suit for the collection of the Note, and for the foreclosure or enforcement of the assignments, liens, and security interests hereof. If Beneficiary should institute a suit for the collection of the Note, and for a foreclosure or enforcement of the assignments, liens, and security interests hereof, it may, at any time before the entry of a final judgment or decree in said suit, dismiss the same, and require Trustee to sell the Mortgaged Property, or any part thereof, in accordance with the provisions of this Deed of Trust.

Section 3.8. Subject to the provisions of Section 5.21 hereof, Trustor shall indemnify and hold harmless Trustee and any successor Trustee and its affiliates and directors, officers, partners, agents, and employees of Trustee from and against all claims, indemnitees, loss and liabilities (including without limitation for reasonable attorneys' fees and expenses) arising out of or based upon all matters related to this Deed of Trust, the Mortgaged Property or the occupancy, ownership, maintenance or management of the Mortgaged Property by anyone whatsoever, including, without limitation, any claims based upon any alleged acts or omissions of any employees, agents or affiliates of Trustor or any environmental or other laws dealing with hazardous or toxic substances. This indemnification shall be in addition to any other liability which Trustor may otherwise have to the Trustee or the Beneficiary and shall survive the repayment of the Secured Indebtedness.

## ARTICLE IV

### LEASES AND ASSIGNMENT OF RENTAL

Section 4.1. Trustor hereby assigns to Beneficiary and grants a security interest to Beneficiary in, all Rental payable under each Lease now or at any time hereafter existing, such assignment being upon the following terms:

(a) until Beneficiary notifies Trustor of an Event of Default, Trustor shall collect Rental directly from each Lessee, and each Lessee may pay Rental directly to Trustor, but Trustor covenants to hold the Rentals as provided in the Loan Agreement;

(b) upon receipt by Trustor from Beneficiary of notice of the occurrence of an Event of Default and that Rental shall be paid directly to Beneficiary, Trustor is hereby directed to pay directly to Beneficiary all Rental thereafter accruing;

(c) upon receipt by Trustor, the manager of the Mortgaged Property and/or any Lessee from Beneficiary of notice of the occurrence of an Event of Default and that Rental shall be paid directly to Beneficiary, Trustor, such manager and each Lessee that receives notice of the occurrence of an Event of Default are hereby authorized and directed to pay directly to Beneficiary all Rental thereafter accruing, and the receipt of Rental by Beneficiary shall be a release of each such Lessee to the extent of all amounts so paid to Beneficiary;

(d) Rental received by Beneficiary pursuant to Clauses (b) and (c) of this Section 4.1 shall be applied by Beneficiary, at its option, in any order determined by Beneficiary in its sole and unreviewable discretion, notwithstanding any instructions, directions or requests from Trustor or any Lessee to the contrary, to (i) the payment and performance of the Secured Indebtedness and/or (ii) expenses of and charges with respect to the ownership, maintenance and operation of the Mortgaged Property (and including, at Beneficiary's option, the maintenance, without interest thereon, of a reserve for replacement), all before the Rentals are applied for any other purpose not inconsistent with the Security Instruments; and

(e) Beneficiary shall not be liable for Beneficiary's failure to collect, or its failure to exercise diligence in the collection of, Rental, but shall be accountable only for Rental that it shall actually receive.

This assignment is in addition and in supplement to, and Beneficiary's rights and remedies under this Article IV are cumulative of, Beneficiary's rights and remedies under any other document or assignment concerning or applicable to each Lease now or at any time hereafter existing or Rentals thereunder, or any part thereof.

As between Beneficiary and Trustor, and any person claiming through or under Trustor, the assignment contained in this Section 4.1 is intended to be absolute, unconditional and presently effective, and the provisions of Subsection 4.1(c) are intended solely for the benefit of the manager of the Mortgaged Property and each Lessee and shall never inure to the benefit of Trustor or any person claiming through or under Trustor, other than a manager or a Lessee who has not received such notice. It shall never be necessary for Beneficiary to institute legal proceedings of any kind whatsoever to enforce the provisions of this Section 4.1.

Section 4.2. Nothing in this Article IV shall ever be construed as subordinating this Deed of Trust to any Lease; provided, however, that any proceedings by Beneficiary to foreclose this Deed of Trust, or any action by way of its entry into possession after an Event of Default, shall not operate to terminate any Lease which has been approved in writing by Beneficiary to the Lessee thereunder, and Beneficiary will not cause any Lessee under any such approved Lease to be disturbed in his possession and enjoyment of the leased premises so long as such Lessee shall continue to fully and promptly pay the Rental and perform all of the terms, covenants and provisions of such Lessee's Lease.

Section 4.3. In the event that Beneficiary ever collects Rental, Beneficiary shall be entitled to pay its agent as compensation for collecting such Rental, from sums so collected, a reasonable fee.

Section 4.4. In addition to the foregoing, Trustor covenants and agrees that (unless otherwise consented to by Agent in writing) Trustor shall not challenge or interfere with Beneficiary's application of Rentals as provided in Subsection 4.1.(d).

Section 4.5.

(a) Notwithstanding any provision in this Deed of Trust to the contrary, upon full payment and satisfaction of the Secured Indebtedness, this assignment of Rental shall terminate, but the affidavit, certificate, letter or statement of any officer or agent of Beneficiary stating that any part of the Secured Indebtedness remains unpaid or undischarged shall constitute conclusive evidence of the validity, effectiveness or continuing force of this assignment, and any person, firm or corporation may, and is hereby authorized to, rely thereon. Written demand made by Beneficiary delivered to any Lessee for payment of Rentals by reason of the occurrence of any Event of Default claimed by Beneficiary shall be sufficient evidence of each such Lessee's obligation and authority to make all future payments of Rentals to Beneficiary without the necessity for further consent by the Trustor. Trustor hereby indemnifies and agrees to hold each Lessee free and harmless from and against all liability, loss, cost, damage or expense suffered or incurred by such Lessee by reason of its compliance with any demand for payment of Rentals made by the Beneficiary contemplated by the preceding sentence.

(b) If Beneficiary receives any Rentals as provided in this Article IV, then, in addition to the provisions of this Article IV, the provisions of Section 5.17 shall apply to the Rentals received by Beneficiary.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. If the Secured Indebtedness is paid and performed in full in accordance with the terms of this Deed of Trust and the Note and other Security Instruments, then this conveyance shall become null and void and be released at Trustor's request and expense; otherwise, it shall remain in full force and effect, provided that no release hereof shall impair Trustor's indemnities contained herein which are specifically stated to survive repayment of the Secured Indebtedness.

Section 5.2. As used in this Article V, "Rights" means rights, remedies, powers and privileges, and "Liens" means all assignments, titles, interests, liens, security interests, and other encumbrances. All Rights and Liens herein expressly conferred are cumulative of all other Rights and Liens herein, or by law or in equity provided, or provided in any other Security Instrument, and shall not be deemed to deprive Beneficiary or Trustee of any such other legal or equitable Rights and Liens by judicial proceedings, or otherwise, appropriate to enforce the conditions, covenants and terms of this Deed of Trust, the Note and the other Security Instruments, and the employment of any Rights hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate Rights.

Section 5.3. Any and all covenants in this Deed of Trust may from time to time, by instrument in writing signed by Agent and delivered to Trustor, be waived to such extent and in such manner as Agent may desire, but no such waiver shall ever affect or impair Beneficiary's Rights or Liens hereunder, except to the extent so specifically stated in such written instrument. Impossibility shall not excuse the performance of any covenant or condition in this Deed of Trust.

Section 5.4. If Trustor, or any of Trustor's Successors, conveys its interest in any of the Mortgaged Property to any other party, then Beneficiary may, without notice to Trustor, or its successors and assigns, deal with any owner of any part of the Mortgaged Property with reference to this Deed of Trust and the Secured Indebtedness, either by way of forbearance on the part of Beneficiary, or extension of time of payment of the Secured Indebtedness, or release of all or any part of the Mortgaged Property, or any other property securing payment of the Secured Indebtedness, without in any way modifying or affecting Beneficiary's Rights and Liens hereunder or the liability of Trustor, or any other party liable for payment of the Secured Indebtedness, in whole or in part.

Section 5.5. Trustor hereby waives all Rights of marshaling in the event of any foreclosure of the Liens hereby created.

Section 5.6. It is understood and agreed that the proceeds of the Note, to the extent that the same are utilized to pay or renew or extend any indebtedness of Trustor, or any other indebtedness, or take up or release any outstanding Liens against the Mortgaged Property, or any portion thereof, have been advanced by Beneficiary at Trustor's request and at the request of the obligors thereof.

Section 5.7. Each and every party who signs this Deed of Trust, and each and every subsequent owner of any of the Mortgaged Property, covenants and agrees that such party will perform or cause to be performed, each and every condition, term, provision, and covenant of this Deed of Trust, except that such party shall have no duty to pay the indebtedness evidenced by the Note except in accordance with the terms of the Note and the Loan Agreement, and the terms of this Deed of Trust or in accordance with the terms of the transfer to it, him or her.

Section 5.8. If any provision of this Deed of Trust is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Deed of Trust, the legality, validity, and enforceability of the remaining provisions of this Deed of Trust shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Deed of Trust a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. If the Rights and Liens created by this Deed of Trust shall be invalid or unenforceable as to any part of the Secured Indebtedness, then the unsecured portion of the Secured Indebtedness shall be completely paid prior to the payment of the remaining and secured portion of the Secured Indebtedness, and all payments made on the Secured Indebtedness shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Secured Indebtedness.

Section 5.9. This Deed of Trust is binding upon Trustor and Trustor's Successors, and shall inure to the benefit of Beneficiary, and its successors and assigns, and the provisions hereof shall likewise be covenants running with the land. Subject to the provisions of Section 5.21 hereof, the duties, covenants, conditions, obligations, and warranties of Trustor in this Deed of Trust shall be joint and several obligations of Trustor and Trustor's Successors, unless in connection with Trustor's sale of the Mortgaged Property, Beneficiary has expressly agreed to release Trustor from further liability under this Deed of Trust. Beneficiary may at any time and from time to time assign or sell to other lenders all or a portion of the indebtedness secured hereby, or sell participations therein, as provided in the Loan Agreement or otherwise approved by Trustor.

Section 5.10. This Deed of Trust may be executed in a number of identical counterparts, each of which, for all purposes, shall be deemed an original.

Section 5.11. Beneficiary shall have the right at any time to file this Deed of Trust as a financing statement, but the failure to do so shall not impair the validity and enforceability of this Deed of Trust in any respect whatsoever.

Section 5.12. All references to "Article," "Articles," "Section," "Sections," "Subsection," or "Subsections" contained herein are, unless specifically indicated otherwise, references to articles, sections, and subsections of this Deed of Trust.

Section 5.13. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

Section 5.14. The captions, headings, and arrangements used in this Deed of Trust are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 5.15. Whenever this Deed of Trust requires or permits any consent, approval, notice, request, or demand from one party to another, the consent, approval, notice, request, or demand must be in writing to be effective and shall be deemed to have been properly given if given at the addresses specified in and in accordance with Section 11.01 of the Loan Agreement, or as otherwise required by applicable law.

Notwithstanding any provision contained herein or in any of the other Security Instruments to the contrary, in the event that Beneficiary shall fail to give any notice to Trustor required hereunder or thereunder or required by applicable law, the sole and exclusive remedy for such failure shall be to seek appropriate equitable relief to enforce the Security Instruments to give such notice and to have any action of Beneficiary postponed or revoked and any proceedings in connection therewith delayed or terminated pending the giving of such notice by Beneficiary, and no Person shall have any right to damages (whether actual or consequential) or any other type of relief not herein specifically set out against Beneficiary, all of which damages or other relief are expressly waived by Trustor. The foregoing is not intended and shall not be deemed under any circumstances to require Beneficiary to give notice of any type or nature to any Person except as expressly set forth herein or as may be otherwise expressly required by applicable law regarding statutory notice of non-judicial foreclosure sales of certain collateral.

Section 5.16. The creation, perfection, validity and enforcement of Liens against the Mortgaged Property as provided in this Deed of Trust shall be construed, enforced and governed by and in accordance with the laws of the State in which the Land is located without regard to principles of conflicts of laws, and the internal laws of the

State of New York (without regard to principles of conflicts of laws) shall otherwise govern this Deed of Trust and the transactions to which this Deed of Trust relates, including the resolution of issues arising under the Note, the Loan Agreement and the other Security Documents (except to the extent expressly provided to the contrary in the Assignments of Rents and the Assignment of Operating Accounts) to the extent that such resolution is necessary for the interpretation of this Deed of Trust.

Section 5.17. No provision herein or in any promissory note, instrument, or any other Security Instrument evidencing or securing the Secured Indebtedness shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any excess of interest in such respect is provided for herein or in any other Security Instrument, the provisions of this paragraph shall govern, and neither Trustor nor Borrower shall be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law. The intention of the parties being to conform strictly to the usury laws now in force, all promissory notes, instruments, and other Security Instruments evidencing or securing the Secured Indebtedness shall be held subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

Section 5.18. **TRUSTOR HEREBY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS DEED OF TRUST, WHICH WAIVER IS INFORMED AND VOLUNTARY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRUSTOR HEREBY WAIVES ANY AND ALL RIGHTS TO REQUIRE MARSHALING OF ASSETS BY BENEFICIARY, AGENT AND LENDERS WITH RESPECT TO THEIR RIGHTS HEREUNDER.**

Section 5.19. Time is of the essence of this Deed of Trust and the other Security Instruments.

Section 5.20. Nothing contained in this Deed of Trust, the Note or any other Security Instrument nor the acts of the parties hereto shall be construed to create a relationship of principal and agent, partnership, or joint venture between Trustor and Beneficiary.

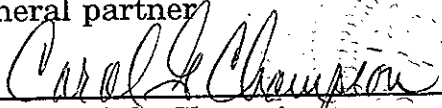
Section 5.21. Except for the obligations of Promus under the Agreement Confirming Recourse Liabilities, the Manager's Estoppel Agreements and the Franchisor's Estoppel Agreements signed by Promus, no Partner and no officer, director, shareholder or employee of any Partner shall have any personal or corporate liability for payment or performance of the Obligation. The foregoing shall not impair (a) the validity of the Loan or the Obligation or the joint and several liability of Borrowers for the payment and performance of the Obligation, or (b) the right of any holder of any Note or any other Loan Document to exercise any or all of its rights thereunder against Borrowers or the Property.

Section 5.22. The Security Instruments embody the entire agreement between the parties and supersede all prior agreements and understandings. No provision of this Deed of Trust may be modified, waived or terminated except by an instrument in writing executed by the party against whom a modification, waiver or termination is sought to be enforced.

**TRUSTOR:**

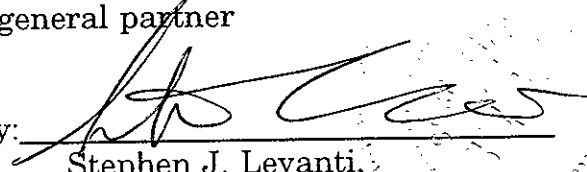
EPT OMAHA LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: SUITE LIFE, INC.,  
a Delaware corporation,  
a general partner

By:   
Carol G. Champion,  
Assistant Treasurer

IMPRINTED CORPORATE SEAL  
REGISTER OF DEEDS

By: ONEPT REALTY CORPORATION,  
a Delaware corporation,  
a general partner

By:   
Stephen J. Levanti,  
Vice President

IMPRINTED CORPORATE SEAL  
REGISTER OF DEEDS

STATE OF TEXAS

§  
§  
§

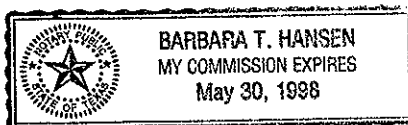
COUNTY OF DALLAS

This instrument was acknowledged before me on the 2nd day of July, 1996, by Carol G. Champion, Assistant Treasurer of Suite Life, Inc., a Delaware corporation, on behalf of the corporation, as a general partner on behalf of EPT Omaha Limited Partnership, a Delaware limited partnership.

Barbara T. Hansen  
Notary Public Signature

My commission expires: \_\_\_\_\_

(PERSONALIZED SEAL)

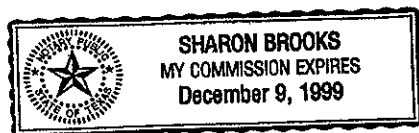


STATE OF TEXAS

§  
§  
§

COUNTY OF DALLAS

This instrument was acknowledged before me on the 2nd day of July, 1996, by Stephen J. Levanti, Vice President of ONEPT Realty Corporation, a Delaware corporation, on behalf of the corporation, as a general partner on behalf of EPT Omaha Limited Partnership, a Delaware limited partnership.



Sharon Brooks  
Notary Public Signature

My commission expires: 12-9-99

(PERSONALIZED SEAL)

EXHIBITS:

A  
B

Legal Description of the Land  
Permitted Exceptions

D-0323273.03

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE LAND**

**Metes and Bounds Description**

PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 26, TOGETHER WITH PART OF THE SE 1/4 OF THE NE 1/4 OF SAID SECTION 26, ALL IN T15N, R12E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING: AT THE NE CORNER OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 26;

THENCE: N89° 48' 45"W (ASSUMING THE EAST LINE OF SAID NE 1/4 TO BEAR NORTH - SOUTH) 278.00 FEET ON THE NORTH LINE OF SAID NE 1/4 TO THE POINT OF BEGINNING;

THENCE: SOUTH 320.62' ON A LINE 278.00' WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NE 1/4;

THENCE: N89° 48' 45"W 15.00';

THENCE: S00° 11' 15"W 115.11' TO THE NORTH LINE OF CEDAR STREET;

THENCE: WEST 360.13' ON THE NORTH LINE OF CEDAR STREET AND ITS WESTERLY EXTENSION;

THENCE: N00° 20' 15"E 436.91' TO THE NORTH LINE OF SAID NE 1/4;

THENCE: S89° 48' 45"E 242.95' ON THE NORTH LINE OF SAID NE 1/4;

THENCE: N00° 11' 15"E 1.00';

THENCE: S89° 48' 45"E 129.98' ON A LINE 1.00' NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NE 1/4;

THENCE: S00° 11' 15"W 1.00' TO THE POINT OF BEGINNING.

## **EXHIBIT B**

### **PERMITTED EXCEPTIONS**

1. Permanent sanitary sewer easement granted to Sanitary and Improvement District #102 of Douglas County, Nebraska, its licensees, successors and assigns, by instrument dated September 27, 1962, filed October 10, 1962, in Book 388, Page 54 of the Miscellaneous Records of Douglas County, Nebraska, to construct and maintain sanitary sewer lines in part of the Subject Property.
2. Covenants, conditions and restrictions contained in instrument dated April 1, 1964, filed July 23, 1964, in Book 415, Page 75 of the Miscellaneous Records of Douglas County, Nebraska, which contains no forfeiture provision and contains certain restrictions on Subject Property.
3. Easement granted to Omaha Public Power District and Northwestern Bell Telephone Company by instrument dated December 31, 1970, filed January 13, 1971, in Book 496, Page 103 of the Miscellaneous Records of Douglas County, Nebraska, to install and maintain underground electric and telephone facilities over, upon, along and under a 10-foot wide strip of land in Subject Property.
4. Easement granted to Omaha Public Power District and Northwestern Bell Telephone Company by instrument dated January 9, 1973, filed January 26, 1973, in Book 518, Page 271 of the Miscellaneous Records of Douglas County, Nebraska, to install and maintain electric and telephone facilities over, upon, along and under a 10-foot wide strip of land in Subject Property.
5. Permanent sewer easement granted to the City of Omaha, Nebraska, by instrument dated November 4, 1975, filed December 1, 1975, in Book 558, Page 361 of the Miscellaneous Records of Douglas County, Nebraska, to construct and maintain sanitary or storm sewer pipe or drainage way in, through, over and under a 20-foot wide strip of land in Subject Property.