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REGISTER OF DEEDS

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DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS ("Deed of Trust") is made this 10th day of April, 1998, among R.E.D. CAPITAL MANAGEMENT, L.L.C., a Kansas limited liability company, whose mailing address is C/O Daniel H. Lowe, 4435 Main Street, Suite 1000, Kansas City, Missouri, 64111, as Trustor (hereinafter referred to as "Borrower"); RICHARD A. JOHNSON, Attorney at Law, whose mailing address is c/o Nebraska Title Company, 633 South 9 Street, Lincoln, NE 68508, as Trustee; and KEYBANK NATIONAL ASSOCIATION, a national banking association, whose mailing address is 10 West Market Street, 9th Floor, Indianapolis, Indiana 46204, and attention: Jane E. Butler, as Beneficiary (hereinafter referred to as "Bank"). This document also constitutes a Construction Security Agreement.

WITNESSETH:

That Borrower irrevocably grants, transfers, and assigns to TRUSTEE IN TRUST, WITH POWER OF SALE, the real estate located in the City of Lincoln, Lancaster County, Nebraska, (the "Real Estate") and described on the attached Exhibit A, together with all interest which Borrower now has or may hereafter acquire in or to said Real Estate and in and to: (a) all easements and rights of way appurtenant thereto and all of the estate, right, title, interest, claim, and demand whatsoever of Borrower in the Real Estate, either at law or in equity, now or hereafter acquired; (b) all structures, buildings, and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "Improvements"); (c) all machinery, appliances, apparatus, equipment, and fixtures now or hereafter located in, upon, or under the Real Estate or the Improvements, or any part thereof, and used or usable in connection with any present or future operation thereof, and all additions thereto and replacements therefore; (d) all articles of personal property and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, including, without limitation, all furniture and furnishings, now or at any time hereafter affixed to, attached to, placed upon, or used in any way in connection with the use, enjoyment, occupancy, or operation of the Real Estate or the Improvements, or any portion thereof, and owned by the Borrower or in which Borrower now has or hereafter acquires an interest; (e) all of the rents, royalties, issues, and profits of the Real Estate and the Improvements, or arising from the use or enjoyment of all or any portion thereof or from any lease, license, concession, occupancy agreement, or other agreement pertaining thereto (the "Rents and Profits"), and all right, title, and interest of Borrower in and to all leases, licenses and occupancy agreements of the Real Estate or of the Improvements now or hereafter entered into and all right, title, and interest of Borrower thereunder, including, without limitation,

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cash or securities deposited thereunder to secure performance by tenants, lessees, or licensees, as applicable, of their obligations thereunder; (f) all building materials and supplies now or hereafter placed on the Real Estate or in the Improvements; (g) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; and (h) all other or greater rights and interests of every nature in the Real Estate and the Improvements and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Borrower. The property so conveyed hereunder is hereinafter referred to as "such property."

FOR THE PURPOSE OF SECURING:

- A. Payment of the principal sum of Twenty-Nine Million Four Hundred Thousand Dollars and 00/100 (\$29,400,000.00), evidenced by that certain Promissory Note dated of even date herewith, issued by Borrower to Bank (hereinafter referred to as the "Deed of Trust Note").
- B. Payment of late charges, prepayment charges, and charges calculated on the same basis as prepayment charges upon acceleration of the indebtedness secured hereby.
- C. Performance, discharge of, and compliance with every obligation, covenant, and agreement of Borrower incorporated by reference or contained herein, or contained in a separate Assignment of Rights and Leases, Security Agreement, or any other instrument now or hereafter evidencing or securing the indebtedness evidenced by the \$29,400,000 Deed of Trust Note (all of which are collectively hereinafter called the "Loan Documents").
- D. Payment of all fees and charges of Bank set forth herein.
- E. Payment of future advances deemed necessary or desirable by Bank to protect such property, as provided in this Deed of Trust and any of the other Loan Documents.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, BORROWER COVENANTS:

- 1. Title. That it is lawfully seized and possessed of a good and indefeasible title and estate to such property in fee simple, subject only to the "Permitted Exceptions" shown on Exhibit B attached hereto and by this reference incorporated herein, and will forever warrant and defend the title thereto against the claims and demands of all persons whatsoever; that it will, at its expense, maintain and preserve the lien of this Deed of Trust as a first and paramount lien upon such property.
- 2. Maintenance and Leases.
 - (a) To keep such property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof; to comply with the provisions

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of restrictions affecting such property; not to remove, demolish, or materially alter any building or the character or use thereof at any time thereon; not to drill or extract nor to permit the drilling for or extraction of oil, gas, or other hydrocarbon substances or any mineral of any kind unless the written consent of Bank is first had and obtained; not to commit or permit any waste thereof or any act upon such property in violation of law; to do all other acts in a timely and proper manner which from the character or use of such property may be reasonably necessary to protect and preserve said security, the specific enumerations herein not excluding the general.

(b) To faithfully perform all of the covenants of the lessor or landlord under any and all present and future leases affecting such property, and neither do nor neglect to do, nor permit to be done, anything which may diminish or impair the value of all such leases and property, or the rents provided for in such leases, or the interest of the lessor or of the Bank therein or thereunder.

3. Fire and Casualty Insurance.

(a) To keep such property insured against loss or damage by fire with extended coverage, vandalism, and malicious mischief endorsement and loss as a result of loss of rental income (including, but not limited to, minimum rent, percentage rent, real estate tax participation, and any other items of additional rent) in an amount equal to rent for six (6) months after the date of damage or destruction of the Improvements, and against such other risks or hazards which, in the opinion of Bank, should be insured against to the amount of the full insurable value thereof on a replacement cost basis with a company or companies and in such form and with such endorsements as may be approved or required by Bank. Loss under all such insurance shall be payable to Borrower and Bank, as their interests may appear, and all such insurance policies shall be endorsed with a standard, noncontributory mortgagee's clause in favor of Bank and with a lender's loss payee endorsement as to loss of rental income. Borrower shall also carry public liability insurance in such form, amount, and with such companies as Bank may, from time to time, require, insuring Bank, if it so requests. Said policies shall be delivered to, and remain in possession of, Bank as further security for the faithful performance of these obligations, which delivery shall constitute an assignment of Borrower to Bank to all rights thereunder, including all return premiums; to deliver to Bank a policy or policies renewing or extending any expiring insurance with a receipt showing premiums paid at least thirty (30) days before expiration. If Borrower fails to so deliver any renewal policies, Bank may procure such insurance as it may elect and may make payment of premiums thereon, which payment is repayable on demand. Neither Trustee nor Bank shall be responsible for obtaining or maintaining such insurance. Bank, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Bank pursuant hereto, and any information concerning the loan secured hereby. In no event, and whether or not an Event of Default hereunder has occurred, shall Bank, by the fact of approving, accepting, or obtaining such insurance, incur any liability for the amount of such

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insurance, the form or legal sufficiency of insurance contracts, solvency of insurers, or payment of losses by insurers, and Borrower hereby expressly assumes full responsibility therefor and liability, if any, thereunder. In the event of loss, Borrower shall give immediate written notice to Bank, and Bank may, but is not obligated to, make proof of loss if not made promptly by Borrower. Said policies shall require sixty (60) days' prior written notice cancellation or modification be given to Bank.

(b) In the event of damage or destruction to the improvements to the Real Estate, Bank shall receive the entire proceeds of any insurance payable on account thereof, provided, however, such proceeds shall, at the option of the Borrower, be made available to restore the improvements to the Real Estate to the same condition as existed immediately prior to such casualty, so long as (i) no unsecured Event of Default exists under the terms of the Loan Documents; (ii) such damage or destruction can be repaired prior to the Completion Date set forth in the Construction Loan Agreement; (iii) such proceeds are adequate to completely restore the Improvements; and (iv) the undisbursed proceeds of the Loan, together with any applicable real loss insurance proceeds are adequate to pay interest on the Loan during the period of restoration. All such proceeds shall be held by the Bank and disbursed to the Borrower in the same manner as the proceeds of the Loan under the Construction Loan Agreement.

(c) In the event of the occurrence of an Event of Default under any of the Loan Documents, then, at the request of Bank, together with, and in addition to the monthly payment of principal and/or interest, and on the same date on which the principal and/or interest is payable under the terms of the Deed of Trust Note secured hereby, Borrower shall deposit with Bank, in a noninterest bearing account, a sum equal to one-twelfth (1/12) of the yearly taxes and assessments which may be levied against such property and which may attain priority over this Deed of Trust, and ground rents, if any, plus one-twelfth (1/12) of the yearly premiums for insurance that will become due and payable regarding fire or such other hazards as may reasonably be required by Bank. If the amount of funds held shall exceed, at any time, the amount deemed necessary by Bank to provide for the payment of taxes, assessments, ground rents, and insurance premiums as they fall due, such excess shall be repaid to Borrower or credited to Borrower, as Bank may determine. If the amount of funds held shall not be sufficient at any time to pay taxes, assessments, ground rents, and insurance premiums as they fall due, Borrower shall pay to Bank any amount necessary to make up the deficiency promptly upon notice from Bank to Borrower requesting payment thereof. Upon payment in full of all sums secured by this Deed of Trust, Bank shall promptly refund to the Borrower any funds held.

4. Taxes and Other Sums Due. To pay, satisfy, and discharge, at least ten (10) days before delinquency, all general and special taxes and assessments affecting such property, and in no event later than the date such amounts become due: (a) all encumbrances, charges, and liens, with interest, on such property, or any part thereof, which are, or appear to Bank to be prior to or superior hereto, (b) all costs, fees, and expenses of this trust, whether or not described herein, (c) fees or

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charges for any statement regarding the obligation secured hereby in any amount demanded by Bank, not to exceed the maximum amount allowed by law therefor at the time when such request is made, (d) such other charges as the Bank may deem reasonable for services rendered by Bank and furnished at the request of Borrower or any successor in interest to Borrower, (e) if such property includes a leasehold estate, all payments and obligations required of the Borrower, or his successor in interest, under the terms of the instrument or instruments creating such leasehold, Borrower hereby agreeing not to amend, change, or modify his leasehold interest or the terms on which he has such leasehold interest, or to agree to do so, without the written consent of Bank being first obtained, (f) all payments and monetary obligations required of the owner of such property under any declaration of covenants, conditions, and restrictions pertaining to such property or any modification thereof. Should Borrower fail to make any such payment, Bank, without contesting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees, or charges relating thereto, including employment counsel and paying his reasonable fees. Borrower agrees to notify Bank immediately upon receipt by Borrower of notice of any increase in the assessed value of such property and agrees that Bank, in the name of Borrower, may contest by appropriate proceedings such increase in assessment.

In the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of deeds of trust or debts secured by deeds of trust for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Deed of Trust, the holder of this Deed of Trust and of the obligations which it secures shall have the right to declare all sums secured hereby due as of a date to be specified by not less than thirty (30) days' written notice to be given to Borrower by Bank; provided, however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against such property.

5. Sums Advanced to Bear Interest. To pay immediately upon demand any sums advanced or paid by Bank or Trustee under any clause or provision of this Deed of Trust. Any such sums, until so repaid, shall be secured hereby and bear interest from the date advanced or paid at the same rate as the Deed of Trust Note and shall be secured by this Deed of Trust.

6. Assignment of Deposits. That as further additional security, Borrower hereby transfers and assigns to Bank during continuance of these Trusts, all right, title, and interest to any and all monies deposited by Borrower or deposited on behalf of Borrower with any city, county, public body or agency, sanitary district, gas and/or electric company, telephone company, and any other body or agency for the installation or to secure the installation of any utility for Borrower pertaining to such property.

7. Default Provisions. Time is of the essence hereof. Upon the occurrence of any one of the following (hereinafter an "Event of Default" or "default"), which is not cured within any applicable grace period specified herein, the payment of all principal, interest, and any other sums

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due in accordance with the terms of the Deed of Trust Note secured hereby shall, at the option of the Bank, be accelerated and such principal, interest, and other sums shall immediately be due and payable without notice or demand, and the Bank shall have the option to foreclose judicially or extrajudicially through power of sale of any and all liens securing the payment thereof:

(a) The Borrower fails to pay when due any amounts due under the Deed of Trust Note; or

(b) The Borrower shall:

(i) have an order for relief entered with respect to it under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors ("Bankruptcy Law");

(ii) not pay, or admit in writing its inability to pay, its debts generally as they become due;

(iii) make an assignment for the benefit of its creditors;

(iv) apply for, seek, consent to, or acquiesce in the appointment of a receiver, custodian, trustee, examiner, liquidator, or similar official for it, or any substantial part of its property;

(v) institute any proceedings seeking an order for relief under any Bankruptcy Law, or a proceeding seeking to adjudicate it a bankrupt or insolvent or seeking a dissolution, winding up, liquidation, reorganization, arrangement, adjustment, or composition of it, or its debts, under any Bankruptcy Law; or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it;

(vi) take any action to authorize or effect any of the foregoing actions set forth in this paragraph (b); or

(vii) fail to contest, in good faith, any appointment or proceeding described in paragraph (c) below; or

(c) Without the application, approval, or consent of the Borrower, a receiver, custodian, trustee, examiner, liquidator, or similar official shall be appointed for the Borrower, or any substantial part of its property, or proceeding described in paragraph (b)(v) shall be instituted against the Borrower and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of thirty (30) consecutive days; or

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(d) If a final order, judgment, or decree shall be entered against the Borrower by a court of competent jurisdiction which, together with other outstanding orders, judgments, and decrees against the Borrower exceeds an aggregate of \$10,000 (exclusive of amounts insured against by adequate liability insurance policies), and shall continue in effect for any period of thirty (30) consecutive days without a stay of execution; or

(e) Should it be discovered after the execution and delivery of this instrument that there is a defect in the title to, or a lien or encumbrance of any nature, on the Real Estate or personal property described in the Loan Documents prior to the lien of the Bank in the Loan Documents, and not disclosed in the policy of title insurance issued to the Bank insuring the priority of the Deed of Trust covering the Real Estate, unless such defect is cured within thirty (30) days after written notice of such defect from the Bank to the Borrower; or

(f) If any prior lien, encumbrance, or homestead claim is determined to exist against the Real Estate adverse to the priority of the lien given to the Bank hereof in this Deed of Trust and not disclosed in the policy of title insurance issued to the Bank insuring the priority of this Deed of Trust, unless the Borrower shall, within thirty (30) days after demand by the Bank, satisfy or otherwise secure the release of such prior lien, encumbrance, or homestead claim; or

(g) Should the Borrower, or any successor in interest of the Borrower, voluntarily or involuntarily, sell, exchange, convey, transfer, contract to sell, further lease with option to purchase, change the character or use of, or further encumber the collateral covered by the Loan Documents, or any part thereof, or any interest therein, except as therein permitted, without the prior written consent of the Bank of this Deed of Trust in each such instance first had and obtained; or

(h) Should:

(i) the Borrower be divested of title to the Real Estate described in this Deed of Trust, or any part thereof, or any interest therein, either voluntarily or involuntarily, as a result of any condemnation proceedings, except where the proceeds of such proceedings are paid to the Bank; or

(ii) the limited liability company ownership interest, as presently held in the Borrower, as presently constituted, be transferred, in one or more transactions, to other than persons who are the present members of the Borrower limited liability company; or

(i) If title to the Real Estate be subjected to any lien or charge, voluntary or involuntary, contractual or statutory, except as permitted by the Loan Documents, without the prior written consent of the Bank in each such instance first had and obtained; or

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(i) The Borrower fails to observe or perform any other covenant, agreement, or obligation contained in any of the Loan Documents, provided that such default is not either an intentional default or monetary default (such as, by way of example, a failure to pay insurance premiums or taxes) and unless such failure is cured within thirty (30) days after written notice of such failure from the Bank to the Borrower, provided that the thirty (30) day cure period shall be extended by Bank for an additional thirty (30) days for any nonmonetary default which is not susceptible of cure within thirty (30) days and Borrower has undertaken, and is vigorously proceeding to effect, such cure.

8. Compliance With Laws, Etc. Borrower shall comply promptly and fully with all present and future laws, ordinances, rules and regulations of any governmental authority having jurisdiction affecting such property or any part thereof or any use of such property, including, without limitation, laws, ordinances, rules, or regulations relating to hazardous wastes, hazardous materials, or oil.

IT IS MUTUALLY AGREED THAT:

9. Litigation. Borrower shall defend this Trust in any action or proceeding purporting to affect such property, whether or not it affects the security hereof, or purporting to affect the rights or powers of Bank or Trustee, and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property, and either Trustee or Bank is hereby authorized, without obligation so to do, to commence, appear in, or defend any such action, whether brought by or against Borrower, Bank, or Trustee, or with or without suit, to exercise or enforce any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding; and Borrower or Bank may appear or intervene in any action or proceeding, and retain counsel therein; and take such action therein, as either may be advised and may settle, compromise, or pay the same or any other claims and, in the behalf and for any of said purposes, may expend and advance such sums of money as either may deem necessary. Whether or not Borrower so appears or defends, Borrower on demand shall pay all costs and expenses of Bank and Trustee, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Bank or Trustee may appear by virtue of being made a party defendant or otherwise and irrespective of whether the interest of Bank or Trustee in such property is directly questioned by such action, including, but not limited to, any action for the condemnation or partition of such property.

10. Condemnation. Subject to the obligations under any Lease Agreements, all sums due, paid, or payable to Borrower, or any successor in interest of Borrower, whether by way of judgment, settlement, or otherwise, (a) for injury or damage to such property, or (b) in connection with any condemnation for public use or injury to such property or any part thereof, or (c) in connection with the transaction financed by the loan secured hereby, or (d) arising out of all causes of action, whether accruing before or after the date of this Deed of Trust, sounding in tort or contract, including causes of action for fraud or concealment of a material fact, together with the settlements, proceeds, awards, and damages, direct and consequential, in connection therewith, are hereby absolutely and

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irrevocably assigned and shall be paid to Bank. Bank shall be entitled, at its option, to commence, intervene in, appear in, and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with any such taking or damage. Borrower agrees to execute such further assignments of any compensation, award, damages, rights of action, and proceeds as Bank may require.

All amounts received by Bank pursuant to this Deed of Trust, in connection with any condemnation for public use of or injury to such property, are to be applied, at the option of Bank, upon any indebtedness secured hereby. No such application, use, or release shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

11. Consent, Partial Reconveyance, Etc. That at any time, or from time to time, without liability therefor, and without notice, upon written request of Bank, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, or the lien of this Deed of Trust upon the remainder of such property for the full amount of the indebtedness then or thereafter secured hereby, or the rights or powers of the Bank or the Trustee with respect to the remainder of such property, Trustee may (a) reconvey any part of such property, (b) consent to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

12. Full Reconveyance. That, upon written request of Bank stating that all sums secured hereby have been paid, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be designated as "the person or persons legally entitled thereto." Such request and reconveyance shall operate as a reassignment of the rents, income, issues, and profits hereinbefore assigned to Bank.

13. Right to Collect and Receive Rents and Profits. Notwithstanding any other provisions hereof, Bank hereby grants permission to Borrower to collect and retain the rents, income, issues, and profits of such property as they become due and payable, but reserves the right to revoke such permission at any time by notice in writing to Borrower, mailed to Borrower at its last known address in the event of the occurrence of an Event of Default, as defined in this Deed of Trust, if not cured within any applicable grace period. On any such Event of Default, Bank may at any time without notice, either in person, by agent, or by receiver to be appointed by the court, and without regard to the adequacy of any security for the indebtedness secured hereby, enter upon and take possession of such property, or any part thereof, make, cancel, enforce, or modify leases; obtain and eject tenants; set or modify rents; in its own name sue or otherwise collect the rents, income, issues, and profits thereof, including those past due and unpaid; apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby and in such order as Bank may determine; and, except for such application, Bank shall not be liable to any person for the collection or noncollection of any rents, income, issues, or profits for the failure to assert or enforce any of the foregoing rights, nor shall Bank be charged with any of the duties and obligation of a mortgagee in possession. The entering upon and taking possession of such property,

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the collection of such rents, income, issues, or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of default hereunder or invalidate any act done pursuant to such notice.

14. Judicial Foreclosure or Trustee's Sale on Default.

(a) Upon the occurrence of one or more Events of Default as defined in this Deed of Trust, or default by Borrower in the performance of any other agreement hereunder, or under any instrument or agreement secured hereby, Bank may declare all sums secured hereby immediately due and payable and, at the option of the Bank, this Deed of Trust may be foreclosed in the manner provided by law for the foreclosure of mortgages on real property or may be sold in the manner provided in the Nebraska Trust Deeds Act under the power of sale conferred upon the Trustee hereunder.

(b) In the event that such property is sold pursuant to the power of sale conferred upon the Trustee hereunder, the Trustee shall cause to be filed of record a written notice of default and election to sell such property. 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 Borrower, shall sell such property, either as a whole or in separate parcels, and in such order as it or Bank 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. Trustee shall deliver to such purchaser its deed conveying the property so sold, 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. Any person, including Borrower, Trustee, or Bank, may purchase at such sale. Trustee may also sell at any such sale and as part thereof any shares of corporate stock securing the obligation secured hereby. (Bank at its option may also foreclose on such shares by independent pledge sale.) The Trustee shall apply the proceeds of the 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 five percent (5%) of the principal balance unpaid at the time of recording the notice of default; second, to the payment of the obligation secured by this trust deed; 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.

(c) Upon the occurrence of any Event of Default under this Deed of Trust or any note secured hereby and following any acceleration of maturity of the indebtedness secured hereby, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby, made at any time prior to a foreclosure sale, whether under the power of sale contained herein or pursuant to judicial foreclosure proceedings, shall constitute an evasion of the payment terms of the indebtedness secured hereby and shall be deemed a voluntary prepayment of the indebtedness; and any such payment, to the extent permitted by law, must,

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therefore, include a charge required under the prepayment privilege, if any, contained in any note secured hereby; or, if at that time there shall be no privilege of prepayment, then such payment, to the extent permitted by law, will include a charge equal in amount to the prepayment charge calculated under the prepayment charge provision as set forth in the Deed of Trust Note secured hereby.

(d) Borrower agrees, for itself and any and all persons or concerns claiming by, through, or under Borrower, that if it, or any one or more of them, shall hold possession of the above-described property, or any part thereof, subsequent to foreclosure hereunder, it, or the parties so holding possession, shall become and be considered as tenants at will of the purchaser or purchasers at such foreclosure sale; and any such tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental of the Real Estate, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, and all damages which may be sustained by any such tenant as a result thereof being hereby expressly waived.

15. **Personal Property.** This Deed of Trust is also intended to encumber and create, and Borrower does hereby grant to Bank, a security interest in any and all of such property which is personal property owned by Borrower and now or hereafter located on or used in connection with such property including, but not limited to, all equipment, fixtures, furniture, appliances, and articles of personal property owned by Borrower and now or hereafter located on, attached to, or used in and about the Improvements which are necessary to the complete and comfortable use and occupancy of the Improvements for all purposes for which they are intended and such other goods and chattels and personal property owned by Borrower as are ever to be used or furnished in operating the Improvements, or the activities conducted herein, and all renewals or replacements thereof or substitutions therefore, whether or not the same shall be attached to the Improvements in any manner, and all building materials and equipment hereafter situate on or about the Real Estate or the Improvements. The foregoing security interest shall also cover Borrower's leasehold interest in any of the foregoing items which are leased by Borrower. Borrower shall, from time to time, upon request of Bank, provide Bank with a current inventory of all of the personal property in which the Bank is granted a security interest hereunder, in such detail as Bank may require.

16. **Security Agreement.** This Deed of Trust constitutes a security agreement between Borrower and Bank with respect to all personal property in which Bank is granted a security interest hereunder, and, cumulative of all other rights and remedies of Bank hereunder, Bank shall have all of the rights and remedies of a secured party under the Nebraska Uniform Commercial Code. Borrower hereby agrees to execute and deliver on demand and hereby irrevocably constitutes and appoints Bank the attorney-in-fact of Borrower to execute and deliver and, if appropriate, to file with the appropriate filing officer or officers such security agreements, financing statements, continuation statements, or other instruments as Bank may request or require in order to impose, perfect, or continue the perfection of the lien or security interest created hereby. Upon the occurrence of any default hereunder not cured within any applicable grace period, Bank shall have the right to cause any of such property which is personal property and subject to security interest of Bank hereunder

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to be sold in one of public or private sales as permitted by applicable law, including at a sale held in conjunction with the sale of such property by Trustee, as provided for in this Deed of Trust, and Bank shall further have all rights and remedies, whether at law or in equity or by statute, as are available to secured creditors under applicable law. Any such disposition may be conducted by an employee or agent of Bank or Trustee. Expenses of retaking, holding, preparing for sale, selling, or the like shall be born by Borrower and shall include Bank's and Trustee's fees and legal expenses. Bank shall have the right to enter upon the Real Estate and the Improvements or any other real property or any personal property which is the subject of the security interest granted herein as located to take possession of, assemble, and collect such personal property or to render it unusable, or Borrower, upon demand of Bank, shall assemble such personal property and make it available to Bank at a place deemed reasonably convenient to Bank. If notice is required by law, Bank shall give Borrower at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time of or after which any private sale or other intended disposition is to be made, and, if such notice is sent to Borrower, as the same is provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notice to Borrower. Any sale made pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a reasonably commercial manner if held contemporaneously with the sale under the power of sale granted in this Deed of Trust upon giving the same notice with respect to the sale of the personal property hereunder as is required with respect to the sale under the power of sale given the Trustee under this Deed of Trust.

17. Fixture Financing Statement. This Deed of Trust is intended to be a financing statement within the purview of the Nebraska Uniform Commercial Code with respect to those items of such property as constitute fixtures on the Real Estate. The address of Borrower (Debtor) and Bank (Secured Party) are set forth on the first page of this Deed of Trust. This Deed of Trust is to be filed for record with the Register of Deeds of Lancaster County, Nebraska, where the Real Estate is located. Borrower is the record owner of the Real Estate. This Deed of Trust is to be filed with the Nebraska Secretary of State.

13. Substitution of Trustee. That Bank may, from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed and acknowledged by Bank and recorded in the office of the Register of Deeds of the county or counties where such property is situated, shall be conclusive proof of proper substitution of such Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, power, and duties.

19. No Waiver by Bank. No waiver by Bank of any right under this Deed of Trust shall be effective unless in writing. Waiver by Bank of any right granted to Bank under this Deed of Trust or of any provision of this Deed of Trust as to any transaction or occurrences shall not be deemed a waiver as to any future transaction or occurrences. By accepting payment of any sum secured hereby after its due date, or by making any payment or performing any act on behalf of Borrower that Borrower was obligated hereunder, but failed to make or perform, or by adding any payment so made by Bank to the indebtedness secured hereby, Bank does not waive its right to require prompt payment

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when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure so to pay.

20. Time of the Essence. Time is of the essence in all Borrower's obligations hereunder.

21. Inspection and Business Records; Financial Statements and Tax Returns.

(a) Borrower shall furnish to Bank, within ninety (90) days after the close of each fiscal year of Borrower, such financial records as the Bank may require including, but not limited to, an annual audited statement of the operation of such property, which shall include annual statements itemizing the income and expenses, an itemized rent roll, together with a complete financial statement of Borrower's assets and liabilities and its profit and loss statement. Such statements shall be audited and shall be prepared by certified public accountants acceptable to Bank. Upon Bank's request, Borrower shall, at any time, furnish to Bank the current status of leases covering such property, together with rentals and related information, and allow Bank, or its representatives, to enter on and inspect such property. Such information shall be provided to Bank at no expense to Bank.

(b) The guarantors of the loan secured hereby shall, in addition, furnish to Bank annually and at such other times as Bank shall request, current financial statements of such guarantors and, not later than April 1 of each calendar year, copies of the federal income tax returns of the guarantors.

22. Remedies. No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Trustee or Bank, or to which either of them may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by them, and either of them may pursue inconsistent remedies. If Bank holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Borrower, Bank may, at its option, offset against any indebtedness secured hereby, and the Bank is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness of the Borrower to the Bank any and all sums of money of Borrower which Bank may have in its possession or under its control, including without limiting the generality of the foregoing, any savings account, deposit, investment certificate, escrow, or trust funds.

23. Acknowledgment. Borrower agrees and acknowledges that (a) this Deed of Trust is not a mortgage, but a deed of trust and (b) that the power of sale provided for herein provides substantially different rights and obligations for Borrower than a mortgage in the Event of a Default or breach of any obligation hereunder.

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24. Illegality. In the event that any provision or clause of this Deed of Trust conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provision and, to this end, the provisions of this Deed of Trust are declared to be severable.

25. General Provisions. (a) This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. (b) The term "Bank" and the term "Beneficiary" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Bank or Beneficiary herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural, and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this agreement, and shall not be used in construing it. (e) The term "Borrower" and the term "Trustor" shall mean the original Borrower hereunder and any subsequent owner of the trust property who acquires same subject to this Deed of Trust with the consent of the Bank. If more than one person is now or hereafter named herein as Borrower or Trustor, each obligation of Borrower or Trustor shall be the joint and several obligation of each such person. (f) The rights or remedies granted hereunder, or by law, shall not be exclusive, but shall be concurrent and cumulative.

26. Trustee's Acceptance. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Borrower, Bank, or Trustee shall be a party, unless brought by Trustee.

27. Address for Mailing Notices. Borrower hereby requests that a copy of any notice of default and a copy of any notice of sale hereunder shall be mailed to each person itemized below at the address indicated:

If to the Borrower: R.E.D. Capital Management, L.L.C.
Attn: Daniel H. Lowe
4435 Main Street, Suite 100
Kansas City, MO 64111

with a copy to: Richard B. Katz, Esq.
Katz & Hanson, L.C.
1100 Main Street, City Center Square, Suite 2980
Kansas City, MO 64105

If to the Trustee: Richard A. Johnson
Attorney at Law
633 South 9th Street, Suite 100
Lincoln, NE 68508

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If to the Bank:

KeyBank National Association
Attn: Jane E. Butler
10 West Market Street, 9th Floor
Indianapolis, IN 46204

28. Nebraska Law. This Deed of Trust, the rights of the Bank hereunder, the Deed of Trust Note secured hereby, and the other Loan Documents shall be construed and enforced according to the laws of the State of Nebraska.

29. Construction Loan Agreement. The Construction Loan Agreement entered into by and between Borrower and Bank, bearing even date, is hereby incorporated by reference in and made a part of this instrument. All advances made by Bank pursuant to the Construction Loan Agreement shall be indebtedness of Borrower secured by this instrument, and such advances may be obligations as provided in the Construction Loan Agreement. All sums disbursed by Bank prior to completion of the improvements to protect the security of this instrument upon the principal amount of the Note shall be treated as disbursements pursuant to the Construction Loan Agreement. All sums shall bear interest from the date of disbursement at a rate stated in the Deed of Trust Note, unless collection from Borrower of interest at such rate would be contrary to applicable law in which event such amount shall bear interest at the highest rate which may be collected from Borrower under applicable law and shall be payable upon notice from Bank to Borrower requesting payment therefor.

From time to time, as Bank deems necessary to protect Bank's interests, Borrower shall, upon request of Bank, execute and deliver to Bank, in such form as Bank shall direct, assignments of any and all rights or claims which relate to the construction of the property and which Borrower may have against any party supplying or who has supplied labor materials or services in connection with construction of the property. In case of breach by Borrower of the covenants and conditions of the Construction Loan Agreement, Bank, at Bank's option, with or without entry upon the property (a) may invoke any of the rights or remedies provided in the Construction Loan Agreement, (b) may accelerate the sums secured by this instrument and invoke those remedies provided by this Deed of Trust, or (c) may do both. To the extent there is any conflict between the terms and provisions of the Deed of Trust and the Construction Loan Agreement, then in such event the Construction Loan Agreement shall control in every respect.


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IN WITNESS WHEREOF, Borrower has executed this Deed of Trust on the date first above written.

BORROWER:

R.E.D. CAPITAL MANAGEMENT, L.L.C.
A Kansas Limited Liability Company
Federal ID# 47-0810225

By: R.E.D. CAPITAL DEVELOPMENT, OF
LINCOLN, L.L.C., a Kansas Limited Liability
Company, Its Manager

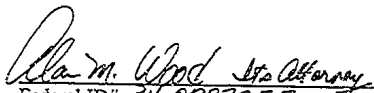
By: 
Dan Lowe, Authorized Signatory

TRUSTEE:


Richard A. Johnson, Trustee

BANK:

KEYBANK NATIONAL ASSOCIATION,
A National Banking Association

By: 
Federal ID# 34-0797057

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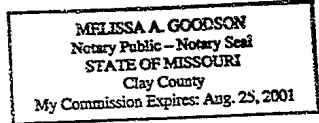
STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this 8th day of April, 1998, by Dan Lowe, Authorized Signatory of R.E.D. Capital Development of Lincoln, L.L.C., manager of R.E.D. Capital Management, L.L.C., a Kansas limited liability company, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

WITNESS my hand and notarial seal at Kansas City, Missouri, in said county, the date aforesaid.

Melissa A. Goodson
Notary Public

My Commission Expires:



STATE OF NEBRASKA)
) ss:
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 10th day of April, 1998, by Richard A. Johnson, Attorney at Law, as Trustee, and acknowledged the same to be his voluntary act and deed.

WITNESS my hand and notarial seal at Lincoln, Nebraska, in said county, the date aforesaid.



D A Respass
Notary Public

My Commission Expires:

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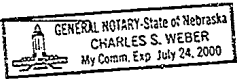
STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss:

The foregoing instrument was acknowledged before me this ____ day of April, 1998, by ALAN M. WOOD, ATTESTER of KeyBank National Association, a national banking association, and acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said national banking association.

WITNESS my hand and notarial seal at LINCOLN, NEBRASKA in said county, the date aforesaid.

[Signature]
Notary Public

My Commission Expires:
July 24, 2000



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EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF OUTLOT "B", SOUTHERN HILLS 3RD ADDITION, LOCATED IN THE SOUTHWEST QUARTER (SW4) OF SECTION 18, AND THAT PORTION OF VACATED ORIGINAL PINE LAKE ROAD RIGHT-OF-WAY LYING IN SAID SW4 OF SECTION 18, AND LOT 24 L.T., LOCATED IN THE NORTHWEST QUARTER (NW4) OF SECTION 19, AND THAT PORTION OF VACATED ORIGINAL PINE LAKE ROAD RIGHT-OF-WAY LYING IN SAID NW4 OF SECTION 19, ALL LOCATED IN TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE 8TH P.M.L. CITY OF LINCOLN, LANGASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 32 MINUTES 18 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 80.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 01 MINUTES 35 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH 27TH STREET, SAID LINE BEING 60.00 FEET EAST AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 1115.40 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT "B"; THENCE SOUTH 89 DEGREES 58 MINUTES 35 SECONDS EAST ALONG THE NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 289.98 FEET TO A POINT; THENCE NORTH 53 DEGREES 04 MINUTES 04 SECONDS EAST ALONG A NORTHWEST LINE OF SAID OUTLOT "B" A DISTANCE OF 122.43 FEET TO A POINT; THENCE NORTH 00 DEGREES 07 MINUTES 42 SECONDS EAST ALONG A WEST LINE OF SAID OUTLOT "B", A DISTANCE OF 128.87 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES 06 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 935.16 FEET TO A POINT; THENCE SOUTH 05 DEGREES 22 MINUTES 53 SECONDS EAST ALONG AN EAST LINE OF SAID OUTLOT "B", A DISTANCE OF 87.74 FEET TO A POINT; THENCE SOUTH 25 DEGREES 12 MINUTES 38 SECONDS EAST ALONG AN EAST LINE OF SAID OUTLOT "B", A DISTANCE OF 87.74 FEET TO A POINT; THENCE SOUTH 42 DEGREES 02 MINUTES 25 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "B", A DISTANCE OF 87.74 FEET TO A POINT; THENCE SOUTH 53 DEGREES 52 MINUTES 13 SECONDS EAST ALONG A NORTHEAST LINE OF SAID OUTLOT "B", A DISTANCE OF 87.74 FEET TO A POINT; THENCE SOUTH 75 DEGREES 45 MINUTES 47 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 87.73 FEET TO A POINT; THENCE SOUTH 86 DEGREES 51 MINUTES 32 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 30.59 FEET TO A POINT; THENCE SOUTH 89 DEGREES 58 MINUTES 05 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 781.61 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF SOUTH 32ND STREET; THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 135.00 FEET, ARC LENGTH OF 24.30 FEET, DELTA ANGLE OF 10 DEGREES 18 MINUTES 52 SECONDS, A CHORD BEARING OF SOUTH 07 DEGREES 58 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SAID RIGHT-OF-WAY LINE, AND A CHORD LENGTH OF 24.27 FEET TO A POINT, THENCE SOUTH 76 DEGREES 37 MINUTES 18 SECONDS EAST ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY LINE, A DISTANCE OF 80.00 FEET TO A POINT, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 215.00 FEET, ARC LENGTH OF 45.70 FEET, DELTA ANGLE OF 12 DEGREES 10 MINUTES 46 SECONDS, A CHORD BEARING OF SOUTH 19 DEGREES 17 MINUTES 27 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF PROPOSED SOUTH 32ND STREET A CHORD LENGTH OF 45.82 FEET TO A POINT; THENCE ALONG A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 385.00 FEET, ARC LENGTH OF 188.93 FEET, DELTA ANGLE OF 25 DEGREES 08 MINUTES 27 SECONDS, A CHORD BEARING OF SOUTH 12 DEGREES 48 MINUTES 36 SECONDS WEST ALONG THE EAST LINE OF SAID PROPOSED RIGHT-OF-WAY LINE A CHORD LENGTH OF 187.58 FEET TO A POINT; THENCE SOUTH 00 DEGREES 14 MINUTES 23 SECONDS WEST ALONG THE EAST LINE OF SAID PROPOSED RIGHT-OF-WAY LINE A DISTANCE OF 437.57 FEET TO A POINT; THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 58.00 FEET, ARC LENGTH OF 93.93 FEET, DELTA ANGLE OF 92 DEGREES 47 MINUTES 38 SECONDS, A CHORD BEARING OF SOUTH 00 DEGREES 14 MINUTES 23 SECONDS WEST ALONG THE EAST LINE OF SAID PROPOSED RIGHT-OF-WAY LINE A CHORD LENGTH OF 84.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 14 MINUTES 23 SECONDS WEST ALONG THE EAST LINE OF SAID PROPOSED RIGHT-OF-WAY LINE,

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A DISTANCE OF 120.80 FEET TO A POINT; THENCE SOUTH 44 DEGREES 36 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID PROPOSED RIGHT-OF-WAY LINE A DISTANCE OF 35.42 FEET TO A POINT; THENCE NORTH 89 DEGREES 32 MINUTES 18 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, SAID LINE BEING 80.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18, A DISTANCE OF 830.31 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 1060.00 FEET, ARC LENGTH OF 538.01 FEET, DELTA ANGLE OF 29 DEGREES 08 MINUTES 08 SECONDS, A CHORD BEARING OF SOUTH 75 DEGREES 54 MINUTES 28 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, A CHORD LENGTH OF 533.22 FEET TO A POINT OF TANGENCY, THENCE SOUTH 81 DEGREES 19 MINUTES 59 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, A DISTANCE OF 502.50 FEET TO A POINT OF CURVATURE, THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 940.00 FEET, ARC LENGTH OF 469.92 FEET, DELTA ANGLE OF 28 DEGREES 38 MINUTES 35 SECONDS, A CHORD BEARING OF SOUTH 75 DEGREES 36 MINUTES 45 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, A CHORD LENGTH OF 485.04 FEET TO A POINT OF TANGENCY, THENCE SOUTH 29 DEGREES 56 MINUTES 17 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, A DISTANCE OF 180.07 FEET TO A POINT; THENCE NORTH 45 DEGREES 07 MINUTES 56 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, A DISTANCE OF 58.51 FEET TO A POINT; THENCE NORTH 00 DEGREES 02 MINUTES 28 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH 27TH STREET, SAID LINE BEING 80.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 399.71 FEET TO THE TRUE POINT OF BEGINNING.

AND EXCEPT FOR EXCEPTION #1:

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF OUTLOT "B", SOUTHERN HILLS 3RD ADDITION, AND A PORTION OF VACATED ORIGINAL PINE LAKE ROAD RIGHT-OF-WAY, ALL LOCATED IN THE SOUTHWEST QUARTER (SW4) OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 32 MINUTES 18 SECONDS EAST ALONG THE SOUTH LINE OF SAID SW4, A DISTANCE OF 756.83 FEET TO A POINT; THENCE NORTH 00 DEGREES 27 MINUTES 42 SECONDS EAST, A DISTANCE OF 10.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 35 DEGREES 40 MINUTES 17 SECONDS WEST A DISTANCE OF 370.12 FEET TO A POINT; THENCE NORTH 54 DEGREES 19 MINUTES 43 SECONDS EAST A DISTANCE OF 271.53 FEET TO A POINT; THENCE SOUTH 35 DEGREES 40 MINUTES 17 SECONDS EAST A DISTANCE OF 134.38 FEET TO A POINT; THENCE SOUTH 83 DEGREES 38 MINUTES 08 SECONDS EAST A DISTANCE OF 13.09 FEET TO A POINT; THENCE NORTH 54 DEGREES 24 MINUTES 07 SECONDS EAST A DISTANCE OF 83.25 FEET TO A POINT; THENCE SOUTH 35 DEGREES 40 MINUTES 17 SECONDS EAST A DISTANCE OF 72.00 FEET TO A POINT; THENCE SOUTH 54 DEGREES 24 MINUTES 07 SECONDS WEST A DISTANCE OF 83.25 FEET TO A POINT; THENCE SOUTH 09 DEGREES 21 MINUTES 55 SECONDS WEST A DISTANCE OF 13.07 FEET TO A POINT; THENCE SOUTH 35 DEGREES 40 MINUTES 17 SECONDS EAST A DISTANCE OF 145.54 FEET TO A POINT; THENCE SOUTH 52 DEGREES 53 MINUTES 13 SECONDS WEST A DISTANCE OF 228.53 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 132.00 FEET, ARC LENGTH OF 43.49 FEET, DELTA ANGLE OF 18 DEGREES 52 MINUTES 43 SECONDS, A CHORD BEARING OF SOUTH 62 DEGREES 19 MINUTES 35 SECONDS WEST, AND A CHORD LENGTH OF 43.30 FEET TO THE POINT OF BEGINNING.

AND EXCEPT FOR EXCEPTION #2:

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF OUTLOT #1 SOUTHERN HILLS 3RD ADDITION, LOCATED IN THE SOUTHWEST QUARTER (SW4) OF SECTION 18, TOWNSHIP 9 NORTH, RANGE 7 EAST OF THE 8TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 18; THENCE ON AN ASSUMED BEARING OF NORTH 00 DEGREES 14 MINUTES 23 SECONDS EAST ALONG THE EAST LINE OF SAID SW4, A DISTANCE OF 60.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 32 MINUTES 18 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, SAID LINE BEING 60.00 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE SW4 OF SAID SECTION 18, A DISTANCE OF 147.52 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 32 MINUTES 18 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 130.00 FEET TO A POINT; THENCE NORTH 48 DEGREES 21 MINUTES 03 SECONDS EAST A DISTANCE OF 35.23 FEET TO A POINT; THENCE NORTH 00 DEGREES 14 MINUTES 23 SECONDS EAST A DISTANCE OF 177.32 FEET TO A POINT; THENCE NORTH 44 DEGREES 32 MINUTES 49 SECONDS WEST A DISTANCE OF 21.17 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 35.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 14 MINUTES 23 SECONDS EAST A DISTANCE OF 60.00 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 35.00 FEET TO A POINT; THENCE NORTH 45 DEGREES 07 MINUTES 11 SECONDS EAST A DISTANCE OF 21.26 FEET TO A POINT; THENCE NORTH 00 DEGREES 14 MINUTES 23 SECONDS EAST A DISTANCE OF 434.73 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 485.00 FEET, ARC LENGTH OF 204.04 FEET, DELTA ANGLE OF 25 DEGREES 08 MINUTES 27 SECONDS, A CHORD BEARING OF NORTH 12 DEGREES 48 MINUTES 36 SECONDS EAST A CHORD LENGTH OF 202.40 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 135.00 FEET, ARC LENGTH OF 28.94 FEET, DELTA ANGLE OF 12 DEGREES 17 MINUTES 04 SECONDS, A CHORD BEARING OF NORTH 19 DEGREES 14 MINUTES 18 SECONDS EAST A CHORD LENGTH OF 28.09 FEET TO A POINT; THENCE SOUTH 76 DEGREES 37 MINUTES 18 SECONDS EAST ALONG THE SOUTH LINE OF THE EXISTING SOUTH 32ND STREET RIGHT-OF-WAY A DISTANCE OF 80.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 215.00 FEET, ARC LENGTH OF 45.70 FEET, DELTA ANGLE OF 12 DEGREES 10 MINUTES 48 SECONDS, A CHORD BEARING OF SOUTH 18 DEGREES 17 MINUTES 27 SECONDS WEST A CHORD LENGTH OF 45.62 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 383.00 FEET, ARC LENGTH OF 138.53 FEET, DELTA ANGLE OF 25 DEGREES 08 MINUTES 27 SECONDS, A CHORD BEARING OF SOUTH 12 DEGREES 48 MINUTES 36 SECONDS WEST A CHORD LENGTH OF 137.58 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00 DEGREES 14 MINUTES 23 SECONDS WEST A DISTANCE OF 437.57 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE IN A CLOCKWISE DIRECTION HAVING A RADIUS OF 50.00 FEET, ARC LENGTH OF 93.93 FEET, DELTA ANGLE OF 92 DEGREES 47 MINUTES 28 SECONDS, A CHORD BEARING OF SOUTH 00 DEGREES 14 MINUTES 23 SECONDS WEST A CHORD LENGTH OF 84.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 14 MINUTES 23 SECONDS WEST A DISTANCE OF 182.80 FEET TO A POINT; THENCE SOUTH 44 DEGREES 38 MINUTES 57 SECONDS EAST A DISTANCE OF 35.42 FEET TO THE POINT OF BEGINNING.

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EXHIBIT B

Permitted Encumbrances

1. The lien for real estate taxes not yet due and payable.
2. Terms and conditions of Memorandum of First Amendment and Restatement of the South Ridge Coalition Agreement recorded March 30, 1994 as Instrument Number 94-15638; Second Amendment of the South Ridge Coalition Agreement recorded April 19, 1994 as Instrument Number 94-18716; Memorandum of Fifth Amendment of the South Ridge Coalition Agreement recorded May 21, 1997 as Instrument Number 97-19132, records of Lancaster County, Nebraska.
3. Terms and conditions of Protective Covenants recorded March 30, 1994 as Instrument Number 94-15639, records of Lancaster County, Nebraska.
4. Terms and conditions of Resolution No. A-75983 recorded April 18, 1994 as Instrument Number 94-18444, records of Lancaster County, Nebraska.
5. Terms and conditions of Restrictive Covenants recorded April 19, 1994 as Instrument Number 94-18717, records of Lancaster County, Nebraska.
6. Terms and conditions of Resolution No. PC-00152 approving the Plat of Souther Hills 3rd Addition recorded July 19, 1994 as Instrument Number 94-32953, records of Lancaster County, Nebraska.
7. Easements reserved in the Plat and Dedication of southern Hills 3rd Addition recorded May 10, 1994, recorded July 19, 1994 as Instrument Number 94-32954, records of Lancaster County, Nebraska.
8. Easement to City of Lincoln, Nebraska recorded November 2, 1995 as Instrument Number 95-35827, records of Lancaster County, Nebraska.
9. Easement to City of Lincoln, Nebraska recorded May 7, 1996 as Instrument Number 96-17528, records of Lancaster County, Nebraska.
10. Easement to City of Lincoln, Nebraska recorded May 7, 1996 as Instrument Number 96-17529, records of Lancaster County, Nebraska.
11. Easement to City of Lincoln, Nebraska recorded May 7, 1996 as Instrument Number 96-17531, records of Lancaster County, Nebraska.

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12. Terms and conditions of Third Substitute Resolution No. A-77824 recorded January 7, 1997 as Instrument Number 97-780, records of Lancaster County, Nebraska.
13. Terms and conditions of Resolution No. A-76881 recorded January 7, 1997 as Instrument Number 97-810, records of Lancaster County, Nebraska.