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ASSIGNMENT OF RENTS AND LEASES AND OTHER INCOME

THIS ASSIGNMENT OF RENTS AND LEASES AND OTHER INCOME ("Assignment") made this 9<sup>th</sup> day of April, 1998, by and from R.E.D. CAPITAL MANAGEMENT, L.L.C., a Kansas limited liability company, ("Assignor"), whose mailing address is c/o Daniel H. Lowe, 4435 Main, Suite 1000, Kansas City, Missouri, 64111, to and for the benefit of KEYBANK NATIONAL ASSOCIATION, ("Assignee"), whose mailing address is 10 West Market Street, 9th Floor, Indianapolis, Indiana 46204, and attention Jane E. Butler.

WITNESSETH:

THAT, WHEREAS, Assignor has contemporaneously herewith executed that certain Deed of Trust Note (the "Note") payable to the order of Assignee in the stated principal amount of Twenty-Nine Million Four Hundred Thousand and 00/100 Dollars (\$29,400,000.00); and

WHEREAS, the Note is secured by that certain Trust Deed (the "Deed of Trust") dated of even date herewith from Assignor, as Trustor, for the use and benefit of Assignee, as Beneficiary, encumbering that certain real property situated in the County of Lancaster, State of Nebraska, as is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference, and all buildings and other improvements now or hereafter located thereon or therein (said real property, buildings, and improvements are hereinafter collectively referred to as the "Premises"); and

WHEREAS, Assignor is desirous of further securing to Assignee the performance of the terms, covenants, and agreements of the Note, the Deed of Trust, and each other document or instrument heretofore or hereafter executed by Assignor having reference to, arising out of, evidencing, securing, or relating in any way to the indebtedness evidenced by the Note, as each of the foregoing may from time to time be amended (collectively referred to as the "Loan Documents").

NOW, THEREFORE, in consideration of the making of the loan evidenced by the Note by Assignee to Assignor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably and unconditionally transfer, sell, assign, pledge, and convey to Assignee all of the right, title, and interest of Assignor in and to:

A. any and all leases, letters of intent, licenses, and occupancy agreements of whatever form now or at any time hereafter affecting all or any part of the Premises and any and all guarantees, extensions, renewals, amendments, replacements, and modifications thereof including, but not limited to, the leases described in Exhibit B attached hereto and by this reference incorporated herein (collectively referred to as the "Leases"); and

B. all deposits (whether for security or otherwise), rents, issues, profits, revenues, royalties, rights, benefits, and income of every nature (collectively referred to as the "Rents") of and from the Premises and/or Leases.

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TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, as additional security for the payment of principal, interest, and all other sums due Assignee under the Note and the other Loan Documents and for the observance, performance, and discharge of each and every obligation, covenant, and agreement to be observed, performed, and discharged under the Note and other Loan Documents.

IT IS AGREED that, notwithstanding that this instrument is a perfected, absolute, and present assignment of the Rents and of the Leases and a perfected, absolute, and present and executed grant of the powers herein granted to Assignee, Assignor shall be permitted, at the sufferance of Assignee and at its discretion, to collect and retain the Rents unless and until there shall be a default under the terms of any of the Loan Documents which default has not been cured within any applicable grace period. In the event of such default, unless same shall have been cured within any applicable grace period, Assignee, without in any way waiving such default, shall have the right and authority without any notice whatsoever to Assignor and without regard to the adequacy of the security therefor or the solvency of Assignor or any person or persons liable for the payment of the sums due Assignee under the Note and the other Loan Documents, either in person, by agent, or by a receiver appointed by a court, to take possession of the Premises and to: (a) manage and operate the same with full power to employ agents to manage the Premises; (b) collect the Rents therefrom, including those past due and unpaid; and (c) do all acts relating to such management, including, but not limited to, negotiation of new Leases thereon, making adjustments of existing Leases contracting and paying for such repairs and replacements to the buildings and fixtures, equipment, and personal property located therein and used in any way in the operation, use, and occupancy of the Premises as in the sole subjective judgment and discretion of Assignee may be necessary to maintain the same in a tenable condition, employing necessary maintenance employees, purchasing fuel, providing utilities, and paying for all other expenses incurred in the operation of the Premises, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor. Assignee may apply the Rents so collected from the Premises, after deducting the costs of collection thereof, including, without limitation, reasonable attorneys' fees and a management fee for any management agent so employed, against amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums, and such other expenses as Assignee incurs in connection with the operation of the Premises, and against interest, principal, and other charges which have or which may become due, from time to time, under the terms of the Note and the other Loan Documents, in such order or priority as to any of the items so mentioned as Assignee, in its sole subjective discretion, may determine. The exercise by Assignee of the rights granted Assignee in this paragraph, and the collection of the Rents and the application thereof as herein provided, shall not be considered a waiver by Assignee of any default by Assignor under the Loan Documents or prevent foreclosure of the Premises, Assignee hereby expressly reserving all of the rights and privileges under the Deed of Trust and the other Loan Documents as fully as though this Assignment had not been entered into.

In the event of a default under any of the Loan Documents (unless cured within any applicable grace period), Assignor agrees to assign and deliver to Assignee all then existing Leases. Without limiting the provisions of the immediately preceding sentence, and whether or not Assignor

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assigns and/or delivers said Leases to Assignee, as aforesaid, this Assignment shall be deemed to be a perfected, absolute, and present assignment of all such Leases and the Rents to Assignee. The provisions hereof shall not limit the effect of any assignments of particular Leases in fact given to Assignee by Assignor.

Notwithstanding any rights granted hereinabove, in the event Assignor shall fail to make any payment or to perform any act required under the terms hereof and such failure shall not be cured within any applicable grace period, then Assignee may, but shall not be obligated to, without prior notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, make or perform the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, performing or discharging any obligation, covenant, or agreement of Assignor under any of the Leases, and, in exercising any of such powers, paying all necessary costs and expenses, employing counsel, and incurring and paying attorneys' fees, if allowed by applicable law. Any sum advanced or paid by Assignee for any such purpose, including, without limitation, attorneys' fees, if allowed by applicable law, shall immediately upon notice to Assignor thereof be due and payable to Assignee by Assignor and if not so paid shall be added to the outstanding principal balance of the Note and shall bear interest at the Default Interest Rate, defined in the Note from the date paid or advanced by Assignee until repaid by Assignor.

IT IS FURTHER AGREED that this Assignment is made upon the following terms, covenants, and conditions:

1. This Assignment shall not operate to place responsibility for the control, care, management, or repair of the Premises upon Assignee, nor for the performance of any of the terms and conditions of any of the Leases assigned hereunder, nor shall it operate to make Assignee responsible or liable to Assignor for any waste committed on the Premises by the tenants or any other party or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair, or control of the Premises. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing the Premises. Assignor shall and does hereby agree to indemnify and to hold Assignee harmless from and against any and all liability, loss, claim, demand, or damage which may or might be incurred by reason of this Assignment arising out of or in any way related to the acts or omissions of Assignor, including, without limitation, claims or demands for security deposits from lessees of space in the Premises deposited with Assignor. Should Assignee incur any liability by reason of this Assignment or in defense of any claim or demand for loss or damage as provided above, the amount thereof, including, without limitation, costs, expenses, and attorneys' fees, if allowed by applicable law, shall be immediately due and payable by Assignor upon demand and if not so paid shall be added to the outstanding principal balance of the Note, shall bear interest at the Default Interest Rate, defined in the Note from the date paid by Assignee until repaid by Assignor and shall be secured hereby.

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2. Nothing contained in this Assignment and no actions taken pursuant to this Assignment shall be construed as making or constituting the Assignee a "mortgagee in possession."

3. Assignee is obligated to account to Assignor as to receipt of Rents and application of same toward the indebtedness secured hereby only to the extent that such Rents are actually collected by Assignee.

4. Assignor hereby assigns to Assignee: (a) any award or other payment which Assignor may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency, or reorganization or similar proceedings involving the tenants under such Leases; and (b) any and all payments made by or on behalf of any tenant of any part of the Premises in lieu of rent. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact to, from, and after a default by Assignor under any of the Loan Documents which has not been cured within any applicable grace period, appear in any such proceeding, and/or to collect any such award or payment.

5. Assignor represents and warrants: (a) that Assignor now is (or with respect to any Leases not yet in existence, will be immediately upon the execution thereof) the absolute owner of the landlord's interest in the Leases, with full right and title to assign the same and the Rents due or to become due thereunder; (b) that, other than this Assignment and those assignments, if any, specifically permitted in the Deed of Trust, there are and will be no outstanding assignments or pledges of the Leases or Rents; (c) that no Rents payable under the Leases have been or will be hereafter assigned, anticipated, discounted, released, waived, compromised, or otherwise discharged without Assignee's prior written consent; (d) that there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and (e) that Assignor shall observe and perform all covenants, conditions, and agreements in the Leases on the part of the landlord to be observed and performed thereunder and shall not permit any release of liability of any tenant or any withholding of rent payments by any tenant.

6. Assignor covenants and agrees that Assignor will not, without the prior written consent of Assignee: (a) accept any payment of rent or installments of Rent for more than one month in advance; (b) materially amend, cancel (other than for non-payment of Rent), abridge, terminate, or materially modify any Lease; (c) take any action or exercise any right or option which would permit the tenant under any Lease to cancel or terminate said Lease; or (d) permit any Lease to become subordinate to any lien other than the lien of the Deed of Trust and the liens of those encumbrances, if any, specifically permitted in the Deed of Trust. Assignor shall immediately furnish to Assignee copies of all notices of default received from any tenant under any of the Leases and immediately furnish to Assignee copies of any and all notices of default Assignor has sent to any tenant under any of the Leases, and Assignee shall have the right, at Assignor's expense, but shall not be obligated, to cure any default by Assignor under any of the Leases. Any and all sums expended by Assignee with respect to any such cure shall, immediately upon notice thereof from Assignee, be due and payable by Assignor, and, if not so paid, shall be added to the outstanding

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principal balance of the Note, shall bear interest thereafter at the Default Interest Rate, defined in the Note and shall be secured hereby. Assignor shall, upon Assignee's request and at Assignor's expense, enforce the Leases and all remedies available to Assignor thereunder upon any Lessee's default. Assignor shall deliver to Assignee copies of all papers served in connection with any such enforcement proceedings and shall consult with Assignee, its agents and attorneys with respect to the conduct thereof; provided that Assignor shall not enter into any settlement of any such proceeding without Assignee's prior written consent.

7. Assignor shall execute and deliver to Assignee, and hereby irrevocably appoints Assignee, its successors and assigns, as its attorney-in-fact to execute and deliver during the term of this Assignment all further instruments as Assignee may deem necessary to make this Assignment and any further assignment effective. Assignor shall, upon demand, pay to Assignee or reimburse Assignee for the payment of any and all costs and expenses (including reasonable attorneys' fees) incurred in connection with the preparation and recording of such instruments.

8. Assignor shall not materially alter, modify, cancel, or terminate any guaranties of any of the Leases without the prior written consent of Assignee. Assignor shall not permit an addition to the Premises by any tenant without Assignee's prior written consent, unless the right to alter or enlarge is expressly reserved by tenants in the Lease.

9. Assignor covenants and agrees that Assignor shall, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Leases or the obligations, duties, or liabilities of the landlord or tenant thereunder, and shall pay all costs and expenses, including, without limitation, attorneys' fees, which Assignee may incur in connection with Assignee's appearance, voluntary or otherwise, in any such action or proceeding.

10. At any time, Assignee may, at its option, notify any tenants or other parties of the existence of this Assignment. The tenants under the Leases and all invitees and licensees of Assignor with respect to the Premises are hereby irrevocably authorized and directed to recognize the claims of Assignee or any receiver appointed for the Premises without investigating the reason for any action taken by the Assignee or such receiver, or the validity or the amount of indebtedness owing to the Assignee, or the existence of any default in the Note, Deed of Trust, or under or by reason of this Assignment, or any of the other Loan Documents, or the application to be made by the Assignee or such receiver notwithstanding any claim of Assignor to the contrary. Assignor hereby irrevocably directs and authorizes the tenants, upon written notice from Assignee, to pay to Assignee or such receiver all sums due under the Leases and consents and directs that said sums shall be paid to Assignee or such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred hereunder or under the Deed of Trust or other Loan Documents or that Assignee is entitled to exercise its rights hereunder, and to the extent such sums are paid to Assignee or such receiver, the Assignor agrees that the tenant(s) shall have no further liability of any kind to Assignor for the same. The sole signature of the Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee or such receiver for any sums received shall be a full discharge and release therefor.

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to any such tenant or occupant of the Premises. Checks for all or any part of the rentals collected under this Assignment shall, upon notice from the Assignee or such receiver, be drawn to the exclusive order of the Assignee or such receiver as the notice shall direct.

11. Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals, or indulgences with respect to any indebtedness secured hereby, and may apply any other security therefor held by it to the satisfaction of any indebtedness secured hereby without prejudice to any of its rights hereunder.

12. The acceptance of this Assignment and the collection of the Rents hereby assigned in the event of a default, as referred to above, shall be without prejudice to Assignee. The remedies of Assignee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of Assignee, at law or in equity or otherwise, so long as any obligation under the Note and the other Loan Documents remains unsatisfied.

13. All rights of Assignee hereunder shall inure to the benefit of its successors and assigns, and all obligations of Assignor shall bind its heirs, personal representatives, successors, and assigns, as the case may be. All rights of Assignee in, to, and under this Assignment and in and to the security provided hereby shall pass to and may be exercised by any assignee of such rights of Assignee. Assignor hereby agrees that if Assignee gives notice to Assignor of an assignment of said rights, upon such notice the liability of Assignor to the new Assignee shall be immediate and absolute.

14. Any failure by Assignor in the performance or observance of any covenant or condition hereof shall be a default hereunder, subject to the applicable grace period. Assignor shall have ten (10) days after notice of such default from Assignee within which to cure same. Any such default not so cured shall be a default under each of the Loan Documents, entitling Assignee to exercise all or any remedies available to Assignee under the terms of any or all of the Loan Documents, and any default under any of the Loan Documents not cured within any applicable grace period shall be deemed a default hereunder subject to no grace period, entitling Assignee to exercise any or all remedies provided for herein.

15. Failure by Assignee to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Assignee, and the waiver by Assignee of any default by Assignor hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion. No collection by Assignee of any Rents pursuant to this Assignment shall constitute or result in a waiver of any default then existing under any of the Loan Documents.

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16. If any provision under this Assignment shall be invalid, illegal, or unenforceable, it shall not affect or impair the validity, legality, and enforceability of any other provision of this Assignment.

17. This Assignment may not be amended, modified, or otherwise changed except by a written instrument duly executed by Assignor and Assignee.

18. This Assignment, and the rights and powers of Assignee herein, shall be and remain in full force and effect continuously from the date hereof until all indebtedness secured by the Note and the other Loan Documents, including any deficiency remaining from a foreclosure sale, are paid in full and shall continue after commencement of a foreclosure action and after foreclosure sale and until expiration of any applicable equity of redemption if the Assignee be the purchaser at the foreclosure sale.

19. In case of a conflict between any provision of this document and any provision of the Loan Documents, the provision selected by Assignee in its sole subjective discretion shall prevail and be controlling.

20. All notices, demands, requests, or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly made, given, served, and received if given or served by delivery of same in person to the addressee or by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

Assignor's Address.                    R.E.D. Capital Management, L.L.C.  
    c/o Daniel H. Lowe  
    4435 Main  
    Suite 1000  
    Kansas City, Missouri 64111

Assignee's Address:                    KeyBank National Association  
    c/o Jane E. Butler  
    10 West Market Street  
    9th Floor  
    Indianapolis, Indiana 46204

All notices, demands, and requests shall be effective upon such personal delivery or upon being deposited in the United States mail. However, with respect to notices, demands, or requests so deposited in the United States mail, the time period in which a response to any such notice, demand, or request must be given shall commence to run from the date on the return receipt of the notice, demand, or request reflecting the date of delivery or rejection of the same by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address

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of which no notice was given shall be deemed to be receipt of the notice, demand, or request sent. By giving to the other party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

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

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR:

R.E.D. CAPITAL MANAGEMENT, L.L.C.  
A Kansas Limited Liability Company

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

By: [Signature]  
Dan Lowe, Authorized Signatory

STATE OF MISSOURI )  
  ) ss:  
COUNTY OF JACKSON )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> 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.

[Signature]  
Notary Public

My Commission Expires:  
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MELISSA A. GOODSON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Clay County  
My Commission Expires: Aug. 25, 2001



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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 LT., 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 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 SECTION 18, A DISTANCE OF 60.00 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 50.00 FEET EAST OF 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 56 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 08 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 935.16 FEET TO A POINT; THENCE SOUTH 08 DEGREES 22 MINUTES 59 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 36 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 58 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 45 MINUTES 47 SECONDS EAST ALONG A NORTH LINE OF SAID OUTLOT "B", A DISTANCE OF 57.73 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 791.81 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 59 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 48 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 45.62 FEET TO A POINT; THENCE ALONG A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 385.00 FEET, ARC LENGTH OF 168.93 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 53.93 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 180.80 FEET TO A POINT; THENCE SOUTH 44 DEGREES 38 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 539.01 FEET, DELTA ANGLE OF 29 DEGREES 08 MINUTES 06 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 340.00 FEET, ARC LENGTH OF 469.92 FEET, DELTA ANGLE OF 28 DEGREES 38 MINUTES 36 SECONDS, A CHORD BEARING OF SOUTH 75 DEGREES 36 MINUTES 43 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, A CHORD LENGTH OF 465.04 FEET TO A POINT OF TANGENCY, THENCE SOUTH 89 DEGREES 56 MINUTES 17 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF PINE LAKE ROAD, A DISTANCE OF 160.07 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 56.51 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 389.71 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 (SW/4) 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 SW/4, A DISTANCE OF 756.85 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 271.33 FEET TO A POINT; THENCE SOUTH 35 DEGREES 40 MINUTES 17 SECONDS EAST A DISTANCE OF 134.36 FEET TO A POINT; THENCE SOUTH 80 DEGREES 38 MINUTES 05 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 43 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 43.48 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.

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AND EXCEPT FOR EXCEPTION #2:

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, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE 5TH 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 80.00 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 80.00 FEET NORTH OF 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 89 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 35.29 FEET TO A POINT; THENCE NORTH 03 DEGREES 14 MINUTES 23 SECONDS EAST A DISTANCE OF 177.32 FEET TO A POINT; THENCE NORTH 44 DEGREES 52 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 48 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 465.00 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 28.00 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 46 SECONDS, A CHORD BEARING OF SOUTH 19 DEGREES 17 MINUTES 27 SECONDS WEST A CHORD LENGTH OF 45.82 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE IN A COUNTERCLOCKWISE DIRECTION HAVING A RADIUS OF 380.00 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 A CHORD LENGTH OF 167.52 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 38.00 FEET, ARC LENGTH OF 93.93 FEET, DELTA ANGLE OF 82 DEGREES 47 MINUTES 38 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 180.60 FEET TO A POINT; THENCE SOUTH 44 DEGREES 38 MINUTES 37 SECONDS EAST A DISTANCE OF 35.42 FEET TO THE POINT OF BEGINNING.

EXHIBIT B  
TO  
ASSIGNMENT OF RENTS AND LEASES  
AND OTHER INCOME

Description of Leases

Executed approved Agreements and Leases:

<u>Tenant</u>	<u>Date of Lease</u>	<u>Square Footage</u>
Douglas Theatres		30,000
Bed, Bath & Beyond	March 31, 1998	35,000
The Gap/Gap Kids		9,000
Barnes & Noble	March 18, 1998	26,000
Old Navy		15,000
Abercrombie & Fitch		8,500
Victoria's Secret		4,550
Bath & Body Works		3,000

Other Agreements:

Von Maur (Separate Agreement)	not less than 85,000 nor more than 93,000
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