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Dan Jolte
REGISTER OF DEEDS

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WARRANTY DEED

GRANTOR, R.E.D. CAPITAL MANAGEMENT, L.L.C., a Kansas limited liability company, conveys to R.E.D. CAPITAL MANAGEMENT HOLDINGS, L.L.C., a Kansas limited liability company, GRANTEE, in consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION received from GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Block 1, Lot 2, SOUTHPOINTE PAVILIONS 3rd ADDITION, a subdivision in the City of Lincoln, Lancaster County, Nebraska.

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

1. is lawfully seized of such real estate and that it is free from encumbrances, except easements and restrictions of record, if any;
2. has legal power and lawful authority to convey the same;
3. warrants and will defend title to the real estate against the lawful claims of all persons.

The parties hereto agree from this date forth that so long as there is any indebtedness or other amount owing by Grantor under that certain mortgage loan from KeyBank National Association to Grantor as evidenced by a promissory note and secured by a Deed of Trust and Security Agreement from Grantor in favor of KeyBank National Association of even date herewith, the real estate described herein shall be restricted to the Permitted Use, as same is defined in the ground lease between Grantor and Scheels All Sports, Inc. (the "Scheels Lease"), and the property may not be used for other than the Permitted Use contemplated by the Scheels Lease, without the prior written consent of R.E.D. Capital Management, L.L.C., and such consent will not be unreasonably withheld so long as such new use do not violate any provisions of any now existing exclusives of the shopping center commonly known as SouthPointe Pavillions Shopping Center. In the event of a violation of this provision Grantor shall have all remedies at law or equity including but not limited to enforcement of this provision by injunctive relief.

Executed this 29 day of December, A.D., One Thousand Nine Hundred and Ninety-nine.

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

By: R.E.D.-27, INC., a Kansas corporation,
its Manager

By: *Michael N. Helmut*
Michael N. Helmut, Authorized Signatory

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

Now on this 29 day of December, 1999, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came *Michael N. Helmut*, Authorized Signatory of R.E.D.-27, Inc., a Kansas corporation, manager of R.E.D. CAPITAL MANAGEMENT, L.L.C., a Kansas Limited Liability Company, who is personally known to me to be the same person who executed the within instrument on behalf of said company, and who duly acknowledged the execution of the same to be the act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Rebekah Daily
Notary Public

My Commission Expires: 

NPL (CAN)