

981694

Mortgagee shall have the right to cure such default within the time period provided in the Lease but in no event less than 30 days from receipt of said notice; provided, however, that if such default cannot be cured within that time, then such additional time as may be necessary if, within the initial cure period, Mortgagee shall have commenced and shall be diligently pursuing the remedies necessary to cure such default (including, but not limited to commencement of foreclosure proceedings if necessary to effect such cure), and further provided that such period of time shall be extended by any period within which Mortgagee is prevented from commencing foreclosure proceedings by reason of the bankruptcy of Landlord. Any sums expended by Mortgagee to cure such defaults shall be added to the Debt of Trust balance and draw interest as provided therein. Tenant shall not seek to terminate the Lease, whether by reason of any default of Landlord under the Lease or otherwise, without giving Mortgagee thirty (30) days prior written notice specifying Tenant's reasons for attempting to terminate the Lease.

4. Tenant agrees that neither the occurrence of any default in the Deed of Trust, the institution of proceedings to foreclose the lien thereof, the taking of possession by Mortgagee or by any receiver appointed in any foreclosure proceedings, the entry of a foreclosure decree, the sale of the Real Estate pursuant to such decree, the issuance of a deed to the purchaser at any such sale nor the issuance of a deed of the Real Estate in lieu of foreclosure or in settlement of amounts due under the Deed of Trust will affect any obligation of Tenant under said lease. Tenant further agrees that upon receipt of written notice from Mortgagee of an uncured default by the Landlord under the Deed of Trust or the Note secured by the Deed of Trust, all checks and payments for all or any part of the rentals and other sums payable by Tenant under the Lease shall be delivered to and drawn to the exclusive order of Mortgagee until Mortgagee or a court of competent jurisdiction shall otherwise direct.

5. In the event Mortgagee should foreclose the Deed of Trust, the Mortgagee will not join the Tenant as a party defendant in any foreclosure proceedings or otherwise disturb Tenant's occupancy pursuant to the Lease for so long as the Tenant is not in default beyond any applicable cure period under the Lease or this Agreement. In the event Tenant is in default beyond any applicable cure period under the Lease or this Agreement, the obligations of Mortgagee hereunder shall, at Mortgagee's election, become null and void. In the event Mortgagee is entitled to foreclose the Deed of Trust and Tenant is in default beyond any applicable cure period under the Lease or this Agreement, Mortgagee may proceed to extinguish the Lease and all of Tenant's rights and interests in and to the Leased Premises through foreclosure of the Deed of Trust.

6. Tenant hereby agrees that any interest of Tenant in any condemnation or eminent domain proceeds or awards made with respect to the Real Estate, the Leased Premises or any interest in either of them shall be subordinate to the interests of Mortgagee in such awards. Tenant will neither seek nor accept any condemnation or eminent domain proceeds or awards made with respect to the Real Estate, the Leased Premises or any interest in either of them until all amounts secured by the Deed of Trust have been paid in full. However, Tenant reserves the right to make a separate claim for trade fixtures and moving expenses if separately allocated.

7. In the event that the Mortgagee or its designee shall, in accordance with the foregoing, succeed to the interest of the Landlord under the Lease, the Mortgagee agrees to be bound (or to cause its designee to be bound) to the Tenant under all of the terms, covenants, and conditions of the Lease, and the Tenant agrees, from and after such event, to attorn to the Mortgagee, its designee or the purchaser at any foreclosure sale of any portion or all of the Real Estate, with all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and the Tenant shall

9816954

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

TENANT:
CONSOLIDATED INVESTMENT CORPORATION,
a _____

By: [Signature]
Name: THOMAS C SMITH
Title: Chairman

LANDLORD:

CENTRE TERRACE LIMITED PARTNERSHIP,
a Nebraska limited partnership

By: [Signature]
Name: THOMAS C SMITH
Title: General Partner

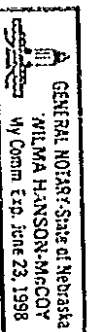
MORTGAGEE:

SECURITY-CONNECTICUT LIFE INSURANCE
COMPANY, a Connecticut corporation REL

By: [Signature]
Name: Jack Sosa
Title: Assistant Treasurer

STATE OF Nebraska
COUNTY OF Lincoln) ss.

The foregoing instrument was acknowledged before me this 2 day of April,
1998 by Thomas Smith, the Chairman of Consolidated Investment Corporation,
Investment, on behalf of the Consolidated Investment Corporation.

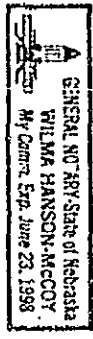


Wilma Hanson-MacCoy
Notary Public

9816954

STATE OF Nebraska)
COUNTY OF Lincoln) ss.

1998 by James S. Smith the President of Lincoln a Partnership on behalf of the Partnership of



Wilma Hanson McCoy
Notary Public

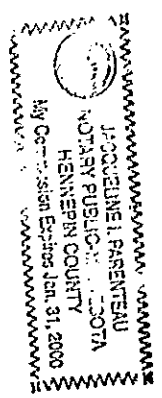
STATE OF Minnesota)
COUNTY OF Hennepin) ss.

1998 by Chick Sawada the Assistant Treasurer of Security-Connecticut Life Insurance Company, a Connecticut corporation, on behalf of the corporation.

Magdaline J. Rasmussen
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Faegre & Benson LLP (JAD)
2200 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402
Phone: (612) 336-3000



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98-16957

EXHIBIT A

LOTS 3, 4, 8, 9 AND 10, BLOCK 98, ORIGINAL PLAT OF LINCOLN, LANCASTER COUNTY,
NEBRASKA