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RICHARD N. TATECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



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25866 97 692-716

**DEED OF TRUST (WITH POWER OF SALE), SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

FOR PURPOSES OF THE SECURITY AGREEMENT
CONTAINED IN THIS INSTRUMENT THE "SECURED PARTY"
AND THE "DEBTOR" AND THEIR RESPECTIVE ADDRESSES ARE AS FOLLOWS:

SECURED PARTY: MESBIC VENTURES, INC.
12655 N. CENTRAL EXPRESSWAY, SUITE 710
DALLAS, TEXAS 75243

OPPORTUNITY CAPITAL CORPORATION
777 SUMMER STREET, SUITE 300
STAMFORD, CONNECTICUT 06901-1002

OPPORTUNITY CAPITAL PARTNERS II, L.P.
2201 WALNUT AVENUE, SUITE 210
FREMONT, CALIFORNIA 94538

OPPORTUNITY CAPITAL PARTNERS III, L.P.
2201 WALNUT AVENUE, SUITE 210
FREMONT, CALIFORNIA 94538

CONNECTICUT-GREENE VENTURES, L.P.
2201 WALNUT AVENUE, SUITE 210
FREMONT, CALIFORNIA 94538

ALLIED CAPITAL CORPORATION II
1666K STREET NW, SUITE 901
WASHINGTON, D.C. 20006

ALLIED INVESTMENT CORPORATION
1666K STREET NW, SUITE 901
WASHINGTON, D.C. 20006

DEBTOR: CONTEMPORARY INDUSTRIES CORPORATION,
A NEVADA CORPORATION
711 NORTH 108TH COURT
OMAHA, NEBRASKA 68154

THIS INSTRUMENT WHEN RECORDED SHALL CONSTITUTE A "FIXTURE FILING" FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE. THE ADDRESS OF THE BENEFICIARY (SECURED PARTY) SHOWN ABOVE IS THE ADDRESS AT WHICH INFORMATION CONCERNING THE SECURED PARTY'S SECURITY INTEREST MAY BE OBTAINED.

25866 / 01-60000
FEE 134.50
BKP 16-15-13 C/O COMP
DEL SCAN FV

This Deed of Trust With Power of Sale made and entered into this 4th day of November, 1997, by and between CONTEMPORARY INDUSTRIES CORPORATION, a Nevada corporation (the "Trustor"), whose principal office is located at the address indicated above, , Donald Kelly of Folger, Levin & Kahn, LLP, as Trustee (the "Trustee"), whose address is Embarcadero Center West, 275 Battery Street, 23rd Floor, San Francisco, California 94111, and the SECURED PARTY, the principal offices of which are located at the address shown above (the "Beneficiary"),

WITNESSETH: that the Trustor, in consideration of the debt and trust hereinafter mentioned and created, and the sum of One Dollar (\$1.00) to the Trustor paid by the Trustee, the receipt of which is hereby acknowledged, does by these presents mortgage, grant, bargain and sell, convey and confirm unto the Trustee, WITH POWER OF SALE, all of that real estate situate in Douglas County, Nebraska, described in Annex I attached hereto (the "Real Estate") and incorporated herein by this reference;

TO HAVE AND TO HOLD THE SAME, together with all present and future improvements, rights, privileges, interests, easements, hereditaments, and appurtenances thereunto belonging or in any manner pertaining thereto, and the rents, issues, income, uses, proceeds, and profits therefrom (all of such Real Estate and other rights, now or hereafter to the same belonging, together with the Personal Property (as hereafter defined), being hereafter referred to as the "Premises"), to the Trustee, and the Trustee's successor or successors forever,

IN TRUST, however, for the following purposes:

WHEREAS, the Beneficiary is the holder of those certain Promissory Notes dated as of October 29, 1997 in the total original principal amount of \$1,000,000 (the "Notes") from the Trustor, under the terms of which the Beneficiary extended credit to the Trustor, and

WHEREAS, the term "Obligations" is used in this Deed of Trust as defined in the Notes and includes all obligations of the Trustor in favor of the Beneficiary of every type and description, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including but not limited to all Obligations of the Trustor in favor of the Beneficiary arising the Notes, which Obligations include the obligation of the Trustor to repay the original principal amount of the Notes, plus interests and other expenses on or before April 29, 1998, and all now existing and future obligations of the Trustor to the Secured Party, however created, evidenced, or acquired, whether direct or indirect, absolute or contingent, matured or unmatured, including future obligations and advances to the same extent as if such future obligations and advances were made on the date of the execution of this Deed of Trust (it being understood that the Secured Party is not under any obligation to make any future advances), provided, however, that any such future obligations or advances shall be secured by this Deed of Trust up to the maximum aggregate amount of \$5,000,000.00 outstanding at any time, all of such obligations, including those arising under the Notes, being included within the meaning of the

term "Obligations," as used in this Deed of Trust as they now exist and as they may be increased, their maturities extended or as they may otherwise be changed by any amendment to any instrument or agreement which now or hereafter evidences, secures or expresses terms applicable to any of such obligations, including amendments to the Notes or any other document, and

WHEREAS, the assignment of rents made by this Deed of Trust is an absolute assignment, and includes the right of the Trustor to collect all Rents (as hereafter defined), subject only to the conditional license to collect Rents granted by the Beneficiary to the Trustor under the terms of numbered Paragraph 7 of this Deed of Trust;

NOW THEREFORE, to secure the payment of the Obligations, the Trustor has executed this Deed of Trust, and further by these presents grants to the Beneficiary a security interest in any item of furniture, machinery, equipment or other tangible personal property which is now or hereafter becomes attached or annexed to the Real Estate or any improvement thereon so as to constitute a fixture, whether now owned or hereinafter acquired (any such item of property being herein referred to as "Personal Property"), and the Trustor by these presents also assigns to the Beneficiary as additional security for the Obligations, the rents, issues and profits of the Premises, including any rents and all other amounts (collectively "Lease Payments") which are due or shall become due to the Trustor under the terms of any present or future lease (a "Lease"), oral or written, of all or any portion of the Premises (all such rents, issues, profits and Lease Payments being hereafter collectively referred to as the "Rents").

The Trustor further agrees with the Beneficiary and the Beneficiary's endorsees and assigns as follows:

1. The Trustor shall pay and perform all of the Obligations promptly when payment or performance is due, with reasonable attorneys' fees and costs of collection to the extent allowed by law, and without relief from valuation and appraisal laws and without right of redemption.

2. The Trustor shall keep the Premises in good repair and shall not commit or permit waste thereon or do or permit to be done anything that may impair the value of the Premises. The Trustor shall promptly restore any part of the Premises which may be damaged or destroyed. The Trustor shall pay when due all taxes and assessments levied or assessed against the Premises or any part thereof, except that the Trustor may contest any of such taxes and assessments referred to in this paragraph in any reasonable manner which in the judgment of the Beneficiary will not adversely affect the rights of the Beneficiary, its successors or assigns.

3. The Trustor shall comply with all statutes, ordinances, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body or official applicable to the Premises, or any part thereof, or to the Trustor, or to the operation of any business of Trustor which directly affects the Premises; provided, however, that the Trustor may contest any of the

matters referred to in this Paragraph in any reasonable manner which in the judgment of the Beneficiary will not adversely affect the rights of the Beneficiary, its successors or assigns.

4. The Trustor will procure and maintain in effect at all times insurance written by insurance companies acceptable to the Beneficiary which insures against loss or destruction of the Premises by fire, wind storm, lightning, vandalism and malicious mischief and such other perils as are generally covered by "extended coverage" insurance for the full replacement value of the Premises. All policies providing such insurance shall provide that any loss thereunder shall be payable to the Beneficiary under a standard form of secured lender's loss payable endorsement. The Trustor shall also procure business interruption insurance in such amounts as the Beneficiary may reasonably require. The Trustor authorizes the Beneficiary to endorse on Trustor's behalf and to negotiate drafts representing proceeds of such insurance, provided that the Beneficiary shall remit to the Trustor such surplus, if any, as remains after the proceeds have been applied at the Beneficiary's option: (a) to the satisfaction of the Obligations or to the establishment of a cash collateral account securing the Obligations, or (b) to the restoration of the Premises; provided, however, that so long as no Default (as hereafter defined) has occurred and is continuing, and provided that the Trustor can demonstrate to the Beneficiary's satisfaction that restoration of the Premises is physically and economically feasible, such proceeds shall be applied, at the Trustor's option and to the extent necessary, as provided in the foregoing clause (b) and any balance shall be remitted to the Trustor. Certificates evidencing the existence of all of the insurance required under the terms of this Deed of Trust shall be furnished to the Beneficiary and the original policies providing such insurance shall be delivered to the Beneficiary at the Beneficiary's request.

5. Upon demand and failure of the Trustor so to do, the Beneficiary may, in its discretion, advance and pay all sums necessary to protect and preserve the Premises, and all sums so advanced and paid by the Beneficiary shall become a part of the indebtedness secured hereby, shall bear interest from date of payment at a rate equal to the lesser of nine percent (9%) per annum or the highest rate permissible under applicable law, and shall be payable to the Beneficiary upon demand. Such sums shall include, but not by way of limitation: (a) taxes, assessments and other charges which may be or become senior to this Deed of Trust as liens on the Premises, or any part thereof; (b) the cost of any title insurance, surveys, or other evidence which in the discretion of the Beneficiary may be required in order to evidence, insure or preserve the lien of this Deed of Trust; (c) all costs, expenses, and reasonable attorneys' fees incurred by the Beneficiary in respect of any and all legal and equitable actions which relate to this Deed of Trust or to the Premises, and (d) the cost of any repairs respecting the Premises which are reasonably deemed necessary by the Beneficiary. The Beneficiary shall be subrogated to the rights of the holder of each lien or claim paid with moneys secured hereby.

6. If all or any part of the Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain,

or by the alteration of the grade of any street affecting the Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid Obligations, is hereby assigned to the Beneficiary, which is empowered to collect and receive the same and to give proper receipts therefor in the name of the Trustor, and all such sums shall be paid forthwith directly to the Beneficiary. Any award or payment so received by the Beneficiary may, at the option of the Beneficiary: (a) be applied to the satisfaction of Obligations or to the establishment of a cash collateral account for the Obligations, or (b) be released, in whole or in part, to the Trustor for the purpose of altering, restoring, or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of such taking, alteration, or proceeding; provided, however, that so long as no Default has occurred and is continuing, and provided that the Trustor can demonstrate to the Beneficiary's satisfaction that any proposed alteration, restoration or rebuilding is physically and economically feasible, such awards shall be applied at the Trustor's option and to the extent necessary as provided in the foregoing clause (b).

7. At any time a Default (as hereafter defined) has occurred and is continuing, the Beneficiary may enter upon and take possession of the Premises or any part thereof, and at any such time, or if the Beneficiary in the reasonable exercise of its discretion determines that payment or performance of any of the Obligations is insecure, the Beneficiary may demand, sue for, receive and give receipts, releases and satisfactions for all Rents. At any time that the Beneficiary has not exercised its right to take possession of the Premises and there is not in effect any demand by the Beneficiary for the direct payment of Lease Payments to the Beneficiary, the Trustor may collect Lease Payments provided that no Rents shall be collected by the Trustor more than thirty (30) days in advance of the period of occupancy to which they relate. Lease payments collected by the Trustor pursuant to the license granted in the immediately preceding sentence shall be held by the Trustor as trustee for the benefit of the Beneficiary and shall be applied to the satisfaction of Obligations to the extent any are then due and payable. Any balance remaining after satisfaction of all Obligations which are then due and payable may be used by the Trustor for any proper purpose. Any demand by the Beneficiary upon any tenant of the Premises accompanied by a copy of this Deed of Trust shall be sufficient authority for such tenant thereafter to make all Lease Payments directly to the Beneficiary and any such tenant shall have no obligation or authority to inquire into the propriety of any such demand. Upon making Lease Payments to the Beneficiary pursuant to the Beneficiary's demand, any tenant of the Premises shall be as fully discharged of its obligations under any Lease to the extent of such payments as if such payments had been made directly to the Trustor. If at any time Lease Payments are required to be made directly to the Beneficiary under the terms of this Paragraph and notwithstanding such requirement such payments are made to the Trustor, the Trustor will receive such payments in trust for the Beneficiary and will forward them immediately to the Beneficiary in the form in which received, adding only such endorsements or assignments as may be necessary to perfect the Beneficiary's title thereto. Any amounts collected by the Beneficiary pursuant to the assignment of rents contained in this Deed of Trust shall be applied by the Beneficiary to the payment of such of the

Obligations as are then due and payable as the Beneficiary in its sole discretion shall determine. If no Obligations are then due and payable, such amounts may be held by the Beneficiary as cash collateral for the Obligations, without liability for interest thereon, provided that the Beneficiary will, at the direction of the Trustor, invest such amounts for the account and at the risk of the Trustor in U.S. Treasury Bills with less than sixty (60) days remaining to maturity or in similar essentially risk-free, cash equivalent investments as the Trustor may reasonably direct and any earnings derived from such investments will become a part of the collateral cash account. Any portion or all of the cash collateral account which is not applied to Obligations pursuant to the terms of this Paragraph may at the discretion of the Beneficiary be released to the Trustor. The authority given to collect Rents conferred upon the Beneficiary under the terms of this Deed of Trust is irrevocable.

8. The Trustor grants to the Beneficiary as secured party a security interest in the Personal Property in accordance with the provisions of the Uniform Commercial Code. The Trustor authorizes the Beneficiary at the expense of the Trustor to execute on its behalf and file any other financing statements deemed necessary by the Beneficiary to perfect its security interest in the Personal Property and to file such financing statements in those public offices deemed necessary by the Beneficiary. Such financing statements may be signed by the Beneficiary on behalf of Trustor and Trustor hereby grants Beneficiary a power of attorney coupled with an interest to execute such financing statement on its behalf for this purpose. In addition, the Trustor shall execute and deliver any financing statement or other document that the Beneficiary may request to perfect or to further evidence the security interest created by this Deed of Trust.

9. If, after the execution of this Deed of Trust, applicable law requires the taxation of this Deed of Trust or any Obligation secured by this Deed of Trust, the Trustor, upon demand by the Beneficiary, shall pay such taxes or reimburse the Beneficiary therefor unless it is unlawful to require the Trustor to do so. Notwithstanding the foregoing, the Trustor shall not be obligated to pay any portion of any of the Beneficiary's federal or state income taxes.

10. As used in this Paragraph, the following terms have the meanings indicated:

a. Clean-up. "Clean-up" means the removal or remediation of Contamination or other response to Contamination in compliance with all Environmental Laws and to the satisfaction of all applicable governmental agencies, and in accordance with the practical implementation of industry standards and practices relating to convenience store operations.

b. Contamination. "Contamination" means the Release of any Hazardous Substance on, in or under the Premises or the presence of any Hazardous Substance on, in or under the Premises as the result of a Release, or the emanation of any Hazardous Substance from the Premises.

c. Environmental Laws. "Environmental Laws" means all federal, state and local laws, statutes, codes, ordinances, regulations, rules or other requirements with the force of law, including but not limited to consent decrees and judicial or administrative orders, relating to the environment, including but not limited to those applicable to the use, storage, treatment, disposal or Release of any Hazardous Substances, all as amended or modified from time to time including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Resource Conservation and Recovery Act of 1976, as amended ("RCRA"); the Clean Water Act, as amended; the Clean Air Act, as amended; the Federal Insecticide, Fungicide and Rodenticide Act, as amended; the Hazardous Materials Transportation Act, as amended, and any and all environmental statutes of the State of Nebraska and all regulations promulgated under or pursuant to such federal and state statutes.

d. Hazardous Substance. "Hazardous Substance" means any hazardous waste or hazardous substance, or any pollutant or contaminant or toxic substance, including, without limitation, asbestos, petroleum, polychlorinated biphenyls, and any other substance regulated by any Environmental Laws.

e. Release. "Release" means the spilling, leaking, disposing, discharging, dumping, pouring, emitting, depositing, injecting leaching, escaping or other release or threatened release, whether intentional or unintentional, of any Hazardous Substance.

f. Regulatory Actions. "Regulatory Actions" means any claim, demand, action or proceeding brought or instigated by any governmental authority in connection with any Environmental Law including, without limitation, any civil, criminal or administrative proceeding whether or not seeking costs, damages, penalties or expenses.

g. Third-party Claims. "Third-party Claims" means any claim, action, demand or proceeding, other than a Regulatory Action, based on negligence, trespass, strict liability, nuisance, toxic tort or detriment to human health or welfare due to Contamination, whether or not seeking costs, damages, penalties, or expenses, and including any action for contribution to Clean-up costs.

The Trustor shall indemnify, defend and hold harmless the Beneficiary and its affiliates, shareholders, directors, officers, employees and agents when acting in such capacities (all being included in the word "Beneficiary" for purposes of this Paragraph) from any and all claims, causes of action, damages, demands, fines, liabilities, losses, penalties, judgments, settlements, expenses

and costs, however defined, and of whatever nature, known or unknown, absolute or contingent, including, but not limited to, attorneys' fees, consultant's fees, fees of environmental or other engineers, and related expenses including, without limitation, expenses related to site inspections and soil and water analyses (collectively, "Costs and Expenses"), which may be asserted against, imposed on, suffered or incurred by the Beneficiary arising out of Beneficiary's liens and security interests in the Real Estate and arising out of or in any way related to (a) any actual, alleged or threatened Release of any Hazardous Substance on, in or under the Premises, (b) any related injury to human health or safety (including wrongful death) or any actual or alleged injury to the environment by reason of the condition of, or past or present activities on the Premises (c) any actual or alleged violation of Environmental Law related to the Premises, (d) any lawsuit or administrative proceeding brought or threatened by any person, including any governmental entity or agency, federal, state or local, including any governmental order relating to or occasioned by any actual or alleged Contamination or threat of Contamination, (e) any lien imposed upon the Premises in favor of any governmental entity as a result of any Contamination or threat of Contamination, and (f) all Costs and Expenses of any Clean-up. Notwithstanding the foregoing, Trustor shall not be required to indemnify, defend, or hold harmless Beneficiary for Costs and Expenses that arise out of acts or omissions of the Beneficiary, its successors or assigns. The Trustor represents and covenants that the Trustor's storage, generation, transportation, handling or use, if any, of Hazardous Substances on or from the property is, as of the date of this Deed of Trust, and to the best knowledge of the Trustor, and will remain at all times, in compliance with all applicable Environmental Laws. If any Clean-up is required with respect to the Premises, the Trustor shall expeditiously complete such Clean-up at the Trustor's expense and without the necessity of demand by the Beneficiary. If the Trustor should fail to initiate and diligently pursue any Clean-up or should otherwise fail to perform any obligation under the terms of this Paragraph, the Beneficiary may, at its sole discretion and without any obligation to complete any Clean-up which it may cause to be commenced, cause the Clean-up or partial Clean-up of the Premises and pay on behalf of the Trustor any costs, fines or penalties imposed on the Trustor pursuant to any Environmental Laws or make any other payment or perform any other action which will prevent a lien in favor of any federal, state or local government authority or any other person from attaching to the Real Property pursuant to the provisions of any Environmental Law, and all reasonable Costs and Expenses of the Beneficiary incurred in pursuing any of the remedies provided in this Paragraph shall be added to the obligations secured by this Deed of Trust, which Costs and Expenses shall become due and payable without notice as incurred by the Beneficiary, together with interest thereon accrued at the lesser of nine percent (9%) per annum or the highest rate permissible under applicable law, until paid. Trustor shall be under no obligation to pay for Costs and Expenses incurred by individual indemnitees that are duplicative of identical Costs and Expenses paid to other indemnitees.

11. The occurrence of any of the following events shall be deemed a "Default" under this Deed of Trust:

a. the Trustor shall fail to pay or perform any of the Obligations promptly when such payment or performance is due or within such grace period as may be applicable;

b. the Trustor shall otherwise fail to observe and perform the terms and conditions of this Deed of Trust, or

c. the Trustor shall abandon the Premises.

12. Upon the occurrence and continuance of a Default, all indebtedness secured hereby shall, at the option of the Beneficiary, become immediately due and payable and this Deed of Trust may be foreclosed accordingly. The Beneficiary shall be entitled to the appointment of a receiver for the Premises to collect the Rents, to enforce any Lease, and to maintain the Premises during any foreclosure proceedings. The Beneficiary shall have the option of proceeding as to both the Real Estate and the Personal Property in accordance with its rights and remedies in respect of the Real Estate, in which event the default provisions of the Uniform Commercial Code shall not apply. If the Beneficiary elects to proceed with respect to the Personal Property separately from the Real Estate, the requirement of the Uniform Commercial Code as to reasonable notice of any proposed sale or disposition of the Personal Property shall be met if such notice is delivered or mailed to the Trustor at its address stated above at least ten (10) days prior to such sale or disposition.

13. If the Trustor or the Trustor's legal representatives or assigns shall well and truly pay, perform, or cause to be paid and performed all of the Obligations in accordance with the terms of this Deed of Trust, and the Notes, respectively, according to the tenor of the same, and shall well and truly keep and perform all of the covenants and agreements contained in this Deed of Trust, and if upon such full payment and performance the maturity date of the Notes, as it may be extended from time to time, shall have occurred then this trust shall cease and be void, and the Premises shall be released and reconveyed by the Trustee to the Trustor, all at the cost of the Trustor; but if the Obligations, or any part thereof or any prior encumbrance be not paid at maturity or performed when due according to the tenor of the same, or if any other Default described in numbered Paragraph 11 of this Deed of Trust shall have occurred and be continuing, then this conveyance shall remain in force and the Trustee or the Trustee's successor in trust, or in case of the Trustee's inability, neglect or refusal to act, then a successor appointed by the Beneficiary may, at the request of the Beneficiary, do one or more of the following:

a. Beneficiary may enter upon, take possession of, manage and operate the Trust Property or any part thereof, make repairs and alterations and do any acts which Beneficiary deems proper to protect the security thereof, and either with or without taking possession, in its own name, sue for or otherwise collect and receive rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including

reasonable attorney fees and Beneficiary's costs, upon the Indebtedness secured hereby and in such order as Beneficiary may determine. Upon request of Beneficiary, Trustor shall assemble and shall make available to Beneficiary any of the Trust Property which has been removed. The entering upon and taking possession of the Trust Property, the collection of any Rents, and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default or notice of sale hereunder or invalidate any act done pursuant to any such notice. Notwithstanding Beneficiary's continuance in possession or receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust or by law upon or after the occurrence of an Event of Default, including the right to exercise the power of sale. Any of the actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary may determine without regard to the adequacy of any security for the Indebtedness secured hereby.

b. Beneficiary shall, without regard to the adequacy of any security for the Indebtedness secured hereby, be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of, protect, and manage the Trust Property and operate the same and collect the rents, issues and profits therefrom.

c. Beneficiary may bring any action in any court of competent jurisdiction to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages and real property or enforce any of the covenants hereof.

d. Beneficiary may elect to cause the Trust Property or any part thereof to be sold under the POWER OF SALE, and in such event, Beneficiary or Trustee shall give such notice of default and notice of sale as may be then required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Trust Property, or any part thereof specified by Beneficiary, at public auction to the highest bidder for cash in lawful money of the United States of America. Upon receipt of payment of the price bid, Trustee shall apply the proceeds in the following order: (i) to the cost and expenses of exercising the power of sale and of the sale, including but not limited to, trustee's fees of not more than \$500.00 plus one percent of the gross sale price, and reasonable attorney fees, costs, and expenses, (ii) to the obligations, (iii) to the payment of junior trust deeds, mortgages, or other lienholders, and the balance, if any, to the person or persons legally entitled thereto, and (iv) the excess, if any, to the person or persons legally entitled thereto.

All costs and expenses incurred by Beneficiary in enforcing any right under this Deed of Trust, including without limitation, abstract or title fees, appraisal fees, premiums for title insurance, attorney fees and court costs, shall be and constitute Indebtedness secured hereby; and upon such sale, the Trustee shall execute and deliver a deed of the property sold to the purchaser or purchasers thereof and shall receive the proceeds of such sale, out of which 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 the trustee's fees actually incurred not to exceed the amount which may be provided for in the trust deed, second, to payment of the Obligations secured by the Deed of Trust. In the event of any such judicial foreclosure, the Beneficiary shall be entitled to recover, in addition to all other amounts secured hereby, all Expenses of Foreclosure as allowed by law. As used in this Paragraph, the term "Expenses of Foreclosure" means all expenses incurred by the Trustee or by the Beneficiary in connection with the sale of the Premises by the Trustee or in connection with any judicial Foreclosure of this Deed of Trust including, without limitation, all reasonable attorney and related paraprofessional expenses incurred in connection with such sale or judicial foreclosure, and all other reasonable costs and expenses associated with such sale or foreclosure, including without limitation, all expenses incurred for title searches, abstracts of title, title insurance, appraisals, surveys and environmental assessments reasonably deemed necessary by the Trustee or the Beneficiary. As used in the preceding sentence, the term "environmental assessments" means inspections and reports of environmental engineers or firms of environmental engineers or other appropriate experts, and associated samplings and testings of soil or groundwater, the purpose of which is to determine whether there is any Contamination associated with the Premises and if so, the extent thereof, and to estimate of the cost of Clean-up of any Contamination, and to determine whether there are any underground storage tanks or any asbestos in, on, or under the Premises and if so, whether there are any violations of Environmental Laws in connection therewith. As used in this Paragraph, the terms "Contamination," "Clean-up" and "Environmental Laws" are used as defined in numbered Paragraph 10.

14. Nothing in this Deed of Trust shall be construed so as to prevent the Beneficiary to have and to take every legal step and means to enforce payment of the Obligations, without having first caused the execution of the Trust herein created.

15. The Trustee covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for willful negligence or misconduct.

16. The covenants and agreements hereinabove contained shall bind and inure to the benefit of, respectively, the assigns, successors and legal representatives of the Trustor, and any legally appointed successor of said Trustee, and the endorsees, assigns and legal representatives of the Beneficiary.

17. Duties of Trustee. Trustor agrees that:

a. Duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants or obligations shall be imposed upon Trustee;

b. No provision of this Deed of Trust shall require Trustee to expend or risk its own funds, or otherwise incur any financial obligation in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers;

c. Trustee may consult with counsel of its own choosing and the advice of such counsel shall be full and complete authorization and protection in the respect of any action taken or suffered by it hereunder in good faith and reliance thereon; and

d. Trustee shall not be liable for any action taken by it in good faith and reasonably believed by it to be authorized or within its discretion or rights or powers conferred upon it by this Deed of Trust.

18. Successor Trustee. Beneficiary, at its option, may from time to time remove Trustee and appoint a Successor Trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Trust Property, the Successor Trustee shall succeed to all title, power and duties conferred upon Trustee herein and by applicable law.

19. Notice to Trustor. Trustor hereby requests that a copy of any notice of default and notice of sale made or executed by Trustee pursuant to the provisions hereof be sent to Trustor at its mailing address set forth hereinabove and to each other party hereto.

20. Modifications. This Deed of Trust may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

21. TRUSTOR PLEASE NOTE: TRUSTOR HEREBY WAIVES ANY RIGHT IT MAY HAVE UNDER THE CONSTITUTION OF THE STATE OF NEBRASKA OR OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS DEED OF TRUST TO TRUSTEE OR BENEFICIARY AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE HERewith ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. TRUSTOR'S WAIVERS UNDER THIS PARAGRAPH HAVE BEEN MADE VOLUNTARILY,

INTELLIGENTLY, AND KNOWINGLY AND AFTER TRUSTOR HAS BEEN APPRAISED AND COUNSELED BY ITS ATTORNEYS AS TO THE NATURE THEREOF AND ITS POSSIBLE ALTERNATIVE RIGHTS.

IN WITNESS WHEREOF, the Trustor has executed these presents as of the day and year first above written.

Dated: November 4th, 1997.

CONTEMPORARY INDUSTRIES CORPORATION,
a Nevada corporation



Ronald G. Belinsky, President

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

Personally appeared before me, the undersigned authority in and for the above County and State, on this 4th day of November, 1997, within my jurisdiction, the within named Ronald G. Belinsky, who acknowledged that he is the president of Contemporary Industries Corporation, a Nevada corporation, and that for and on behalf of that corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by the corporation so to do.

Tracy A. Tobaben
Notary Public
TRACY A. TOBABEN
(Printed Name)

My Commission Expires: 12/6, +9, 2000

Resident of ___ County, DOUGLAS



After filing return to: Kelly A. McEnaney
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Financial Center
Boston, MA 02111
617-348-1839

Store #109/Parcel 1	Store #116/Parcel 5	Store #124/Parcel 8
Store #110/Parcel 2	Store #120/Parcel 19	Store #126/Parcel 10
Store #111/Parcel 3	Store #122/Parcel 6	Store #127/Parcel 11
Store #115/Parcel 4	Store #123/Parcel 7	

TRADOCS: 1055946.1 (mmr%01!.doc)

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

PARCEL 1 (STORE NO. 109):

11-15920

The East 98.2 feet of Lot 1 and the East 98.2 feet of the North 29 feet of Lot 2, in Block 1, in HAWTHORNE, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska, TOGETHER with that part of the Southwest Quarter of Section 16, Township 15 North, Range 13 East of the 6th P.M., described as follows: Commencing at a point 16.8 feet East of the Northwest corner of Lot 1, Block 1 in Hawthorne Addition; thence North 33 feet; thence East 98.2 feet; thence South 33 feet to the Northeast corner of said Lot 1; thence West 98.2 feet to the place of beginning, and TOGETHER with the South 4 feet of vacated alley adjoining said tract on the North.

16-15-13

SE SW

>>STORE #109
503 NORTH 33RD STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

PARCEL 2 (STORE NO. 110):

19-14882

Lot 1, in HANSCOM PLACE REPLAT 2, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska.

>>STORE #110
1349 PARK AVENUE
OMAHA, DOUGLAS COUNTY
>NEBRASKA

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

PARCEL 3 (STORE NO. 111):

63-07250

Lot 1, in CONTEMPORARY PLACE, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska.

>>STORE #111
3352 NORTH 108TH STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

PARCEL 4 (STORE NO. 115):

31-39721
Lot 1, in UPLAND TERRACE REPLAT 1, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska.

>>STORE #115
6524 NORTH 30TH STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

40-22840

PARCEL 5 (STORE NO. 116):
Lots 11 and 12, Block 6, in LOCKWOOD, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska, TOGETHER with the South $\frac{1}{2}$ of the vacated alley adjacent thereto on the North.

>>STORE #116
5188 LEAVENWORTH STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

SE 1/4
NE 1/4
SE 1/4

01-60000

A tract of land located in part of the SE1/4 of Section 17, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the South right-of-way line of Mill Valley Road and the West right-of way line of 108th Avenue; thence Southwesterly along said West right-of-way line of 108th Avenue on a curve to the left with a radius of 501.10 feet, a distance of 248.65 feet, said curve having a long chord which bears S23°03'07"W (assumed Bearing), a distance of 246.10 feet to the point of intersection of said West right-of-way line of 108th Avenue and the North line of Lot 1, Old Mill Place, a subdivision located in said SE1/4 of Section 17, said point also being the Northeast corner of said Lot 1, Old Mill Place; thence N81°10'34"W along said North line of Lot 1, Old Mill Place, a distance of 40.00 feet; thence Northwesterly along said North line of Lot 1, Old Mill Place and the Northerly extension thereof, on a curve to the right with a radius of 148.48 feet, a distance of 211.22 feet, said curve having a long chord which bears N40°25'11"W, a distance of 193.86 feet; thence N00°20'30"E, a distance of 272.18 feet to a point on said South right-of-way line of Mill Valley Road; thence along said South right-of-way line of Mill Valley road on the following described courses; thence Southeasterly on a curve to the right with a radius of 382.99 feet, a distance of 147.88 feet, said curve having a long chord which bears S58°37'43"E, a distance of 146.96 feet; thence S47°34'04"E, a distance of 182.21 feet to the point of beginning.

Said tract of land contains an area of 1.600 Acres, more or less.

SE } SE
NE }

>>STORE #120/OFFICE
711 NORTH 108 COURT
OMAHA, DOUGLAS COUNTY
>NEBRASKA

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

10-28826
PARCEL 6 (STORE NO. 122):
Lot 1, in ORCHARD HILL REPLAT 1, an Addition to the City of Omaha, as surveyed,
platted, and recorded, in Douglas County, Nebraska.

>>STORE #122
3874 HAMILTON STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

01-39221

PARCEL 7 (STORE NO. 123):

Lot 1, in TUTTLE'S SUBDIVISION REPLAT 1, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska.

>>STORE #123
4122 AMES AVENUE
OMAHA, DOUGLAS COUNTY
>NEBRASKA

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

05-D1040

PARCEL 8 (STORE NO. 124):

The West $\frac{1}{2}$ of Lot 5 and all of Lots 6, 7, 8 and 9, in ARLINGTON, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska.

>>STORE #124
2411 NORTH 30TH STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

24-33960

PARCEL 10 (STORE NO. 126):

The East 124 feet of the North Half of Lot 1 and the North 33 feet of the East 124 feet of the South Half of Lot 1, all in Block 4, in S.E. ROGERS ADDITION, an Addition to the City of Omaha, as surveyed, platted, and recorded, in Douglas County, Nebraska.

>>STORE #126
2302 SOUTH 13TH STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA

SCHEDULE

All that real estate in Douglas County, Nebraska, described as follows:

23-32320

PARCEL 11 (STORE NO. 127):

The East 163.27 feet of the South 55 feet of Lot 32 and the East one-half of Lot 31, in REDICK'S 2ND ADDITION to the City of Omaha, Douglas County, Nebraska, all being more particularly described as follows: Beginning at the Southeast Corner of Lot 31, in REDICK'S 2ND ADDITION; thence N 89°47'51" W (assumed bearings) for 140.13 feet along the South line of said Lot 31; thence N 0°20'06" E for 74.61 feet to the North line of said Lot 31; thence N 89°47'23" W for 22.98 feet along the North line of said Lot 31; thence N 0°12'49" E for 54.71 feet to the North line of the South 55 feet of Lot 32; thence S 89°47'11" E for 163.27 feet along the North line of the South 55 feet of Lot 32 to the East line of said Lot 32; thence S 0°21'18" W for 129.29 feet along said East line of Lots 32 and 31 to the point of beginning, EXCEPT for a parcel of land deeded to the City of Omaha for public purposes more particularly described as follows: An irregularly shaped parcel of land located in the East 163.27 feet of the South 55 feet of Lot 32, Redick's 2nd Addition, an addition to the City of Omaha, Douglas County, Nebraska, more particularly described as follows: Beginning at the Northeast corner of the South 55 feet of said Lot 32; thence S 02°20'20" E (assumed bearing) along the Easterly line of said Lot 32; 12.68 feet; thence N 51°39'28" W, 19.39 feet to a point on the Northerly line of the South 55 feet of said Lot 32; thence N 87°29'24" E along said Northerly line, 14.70 feet to the point of beginning.

>>STORE #127
2401 LEAVENWORTH STREET
OMAHA, DOUGLAS COUNTY
>NEBRASKA