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LANCASTER COUNTY, NE

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DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS CONTAINING A FUTURE ADVANCES CLAUSE

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT CONTAINING A FUTURE ADVANCES CLAUSE (the "Deed of Trust"), is made this 31st day of January 2004, by and between LINCOLN SPORTS FOUNDATION, INC., a Nebraska nonprofit corporation ("Trustor"), whose mailing address is 7600 N. 70th Street, Lincoln, Nebraska 68507, JENNIFER J. STRAND, ESQ. ("Trustee"), whose address is 301 South 13th Street, Suite 500, Lincoln, Nebraska 68508, and ETHEL S. ABBOTT CHARITABLE FOUNDATION, a Nebraska nonprofit corporation ("Beneficiary"), its successors and assigns, whose mailing address is P.O. Box 81407, Lincoln, Nebraska 68501.

RECITALS

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement dated even date herewith, by and between Trustor and Beneficiary (the "Purchase Agreement"), Beneficiary has agreed to loan to Trustor in immediately available funds the sum of Five Million Forty Five Thousand Two and 59/100ths Dollars (\$5,045,002.59) (the "Principal Amount"), pursuant to the terms and provisions thereof; and

WHEREAS, Trustor has agreed to transfer the Trust Estate (as hereinafter defined) to Trustee in trust to secure the Obligations (as hereinafter defined) in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, including the indebtedness identified above and the trust created herein, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, Trustor irrevocably GRANTS, BARGAINS, SELLS, TRANSFERS, CONVEYS and ASSIGNS to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, the real property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

TOGETHER WITH the following, whether existing now or hereafter entered into or acquired by Trustor:

- (a) all rents, profits, royalties, issues, avails, income and other benefits derived from the Property or any portion thereof, including, without limitation, all security deposits or advance rent paid to, or held by or for Trustor (the "Rents");

Return to: Jennifer Strand
WOODS & AITKEN LLP
301 South 13th Street Ste 500
Lincoln, Nebraska 68508-2578

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(b) all leases or subleases and occupancy or use agreements covering the Property or any portion thereof (the "Leases"), together with any extensions, renewals, and modifications thereof, and all right, title and interest of Trustor thereunder;

(c) all interests, estate or other claims, both in law and in equity, in the Property or any portion thereof;

(d) all easements, rights-of-way, tenements, hereditaments and appurtenances of and to the Property or any portion thereof;

(e) all oil and gas rights and profits, water rights and water stock of Trustor with respect to the Property or any portion thereof;

(f) all right, title and interest of Trustor in and to any land lying within the right-of-way of any street or highway adjoining the Property or any portion thereof;

(g) all right, title and interest of Trustor in and to any and all alleys and strips and gores of land adjacent to or used in connection with the Property or any portion thereof;

(h) all right, title and interest of Trustor in and to any and all buildings, fixtures, improvements, and appurtenances now or hereafter erected on or affixed to the Property or belonging thereto (the "Improvements");

(i) all right, title and interest of Trustor in and to any and all present and future contracts and policies of insurance which insure the Property and the Improvements, or any fixtures or personal property described below, against casualties and other hazards or contingencies, and all monies and proceeds and rights thereto which may be or become payable by virtue of any such insurance contracts or policies; and

(j) any and all awards made for the taking by eminent domain, condemnation, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any award resulting from a change of grade of streets or for severance damages (all of the foregoing conveyed to Trustee herein collectively referred to as the "Trust Estate").

In addition, Trustor hereby BARGAINS, SELLS, GRANTS, CONVEYS, TRANSFERS, and ASSIGNS to Beneficiary under the Nebraska Uniform Commercial Code (the "UCC") a security interest in and to all of Trustor's fixtures, improvements, and other property permanently affixed to or erected on the Trust Estate now or at any future time, including, without limitation, all heating, plumbing, air conditioning, wiring, appliances, lighting, drainage, pumping, sprinkler, and other equipment, to the extent to which such property constitutes personal property under Governing law, together with all increases, replacements, refurbishments, improvements, additions, and substitutions, therefore, all products, present and future accessions, and cash and noncash proceeds, including contract rights therefrom, and all after-acquired property with respect thereto. This Deed of Trust shall be construed as a security agreement under the UCC, and Beneficiary shall have the rights and remedies of a secured party under the UCC in addition to the rights and remedies accorded to Beneficiary pursuant to this Deed of Trust.

FOR THE PURPOSE OF SECURING:

(a) The payment of the indebtedness evidenced by the Promissory Note of Trustor dated even date herewith in the Principal Amount and payable to the order of Beneficiary (the "Note"), together with Interest (as defined in the Note) and pursuant to the terms and conditions set forth therein, which by this reference are incorporated herein, together with any and all modifications, extensions and renewals thereof;

(b) The payment of the principal amount of and interest on any future advances of Beneficiary to Trustor (the "Future Advances") pursuant to the terms and conditions of the Loan Document(s) (defined below), if any, evidencing or securing such Future Advances;

(c) The performance of each agreement and covenant of Trustor herein contained or contained in the Note; and

(d) All other indebtedness and obligations of Trustor to Beneficiary, whether direct, indirect, absolute or contingent, existing now or in the future, and arising by note, guarantee, or otherwise (items (a) through (d) are hereinafter collectively referred to as the "Obligations").

1. DEFINITIONS. Any capitalized term not otherwise defined herein shall have the meaning, if any, ascribed to it in the Note.

2. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF TRUSTOR. To protect the security of this Deed of Trust, Trustor hereby makes the following representations and warranties to Beneficiary and covenants and agrees as follows:

(a) Payment or Performance of Obligations. Trustor shall timely pay all Obligations and Trustor shall otherwise fully perform under and comply with the terms and conditions of the Loan Documents.

(b) Warranty of Title. Trustor is lawfully seized and possessed of good and marketable title and estate to the Trust Estate and has the right and authority to grant and convey the Trust Estate as herein provided. The Trust Estate is and, until the Trust Estate is reconveyed pursuant to the terms hereof, shall remain, free and clear of all security interests, pledges, mortgages, liens and encumbrances except those for (i) current and non-delinquent taxes or taxes being contested in good faith and by appropriate legal proceedings in a manner which, in the judgment of Beneficiary, will not jeopardize Beneficiary's interest in the Trust Estate, (ii) liens arising in the ordinary course of business for sums not past due or sums being protested in good faith and by appropriate legal proceedings in a manner which, in Beneficiary's judgment, will not jeopardize Beneficiary's interest in the Trust Estate, and (iii) easements, exceptions, reservations, covenants, and rights of way of record as of the date hereof. During the Term (as hereinafter defined) of this Deed of Trust, Trustor shall not sell, convey, transfer or dispose of all or any portion of the Trust Estate without the prior written consent of Beneficiary and will warrant and defend title to and possession of the Trust Estate against all claims and demands.

(c) Maintenance and Compliance With Laws. Until the Trust Estate is reconveyed pursuant to the terms hereof, Trustor shall keep the Trust Estate in good repair and condition and shall not commit waste or permit impairment or deterioration of the Trust Estate, reasonable and normal wear and tear excepted. No improvement on the Trust Estate which materially effects the value of the Trust Estate shall be removed or demolished without the prior written consent of Beneficiary, except to the extent required by Governing Law (as hereinafter defined) or where Trustor replaces the removed or demolished improvement with an improvement of equal or greater value. Trustor shall comply with, and shall not commit, suffer or permit any act to be done in or upon the Trust Estate in violation of, any law, ordinance, regulation, covenant, condition and restriction affecting the Trust Estate, including environmental law. Trustor shall cause to be restored within a reasonable period of time and in a good and workmanlike manner any Improvement which may be damaged or destroyed and cause to be paid, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof.

(d) Taxes, Assessments and Charges.

(i) Until the Trust Estate is reconveyed pursuant to the terms hereof, Trustor shall cause to be paid directly and before delinquent, all real estate and other taxes, assessments and other charges, whether general or special, including, without limitation, all fines, penalties and impositions, and all lawful claims for labor, materials, and supplies, if any, which are assessed or imposed upon all or any part of the Trust Estate, or become due and payable and create, may create, or appear to create a lien or other encumbrance upon all or any part of the Trust Estate; provided that Trustor may protest in good faith and by appropriate legal proceedings, in a manner which will not jeopardize Beneficiary's interest in the Trust Estate. Trustor shall promptly furnish to Beneficiary all notices of amounts due under this paragraph, and all receipts evidencing payment of such amounts or evidence that Trustor is exempt from payment thereof.

(ii) If at any time after the date hereof there shall be assessed or imposed a tax assessment on the Trust Estate in lieu of or in addition to an amount payable by Trustor pursuant to Section (2)(d)(i) hereof, or a license fee, tax or assessment imposed on Beneficiary or this Deed of Trust and measured by or based in whole or in part upon the amount of the Obligations, then all such taxes, assessments or fees shall also be paid by Trustor as herein provided with respect to the payment of amounts due pursuant to Section (2)(d)(i) hereof. Anything to the contrary herein notwithstanding, Trustor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the Obligations.

(iii) Alternatively, in the sole discretion of Beneficiary and upon notice to Trustor, there shall be added to each periodic payment required to be made to Beneficiary under the Note, an amount estimated by Beneficiary to be sufficient to pay, at least thirty (30) days before delinquent, all amounts due and payable by Trustor pursuant to this subsection, together, at the option of Beneficiary, with premiums for Insurance, and Beneficiary shall make such payments directly. Any amounts delivered to Beneficiary pursuant to this subsection shall be placed in escrow by Beneficiary until distributed, and shall constitute additional security for the Obligations. Beneficiary shall not be obligated to pay interest to Trustor on such escrowed amounts. Upon demand by Beneficiary, Trustor shall deliver to Beneficiary such additional sums of money as are necessary to make up any deficiency in amounts necessary to pay any of the foregoing items.

(e) Actions Affecting Trust Estate. Trustor, at its own expense, shall appear in and contest vigorously any action or proceeding purporting to adversely affect the Trust Estate or the rights and powers of Beneficiary or Trustee hereunder, and shall pay all costs and expenses, including the cost of evidence of title and attorneys' fees to the fullest extent permitted by Governing Law, in any such action or proceeding in which Beneficiary or Trustee may appear.

3. SELF HELP. If any action or proceeding is commenced which materially affects Beneficiary's or Trustee's interest in or the value of the Trust Estate, including, but not limited to, eminent domain proceedings, proceedings involving a decedent, notice of sale by Trustee, a notice of default by Trustee, a mortgage foreclosure action, or if Trustor fails to pay its respective, legally enforceable debts generally as they become due, then Beneficiary, at Beneficiary's option and without notice to or demand upon Trustor and without releasing Trustor from any Obligation, may make such appearances, disburse such sums and take such action as is necessary in Beneficiary's opinion in order to protect Beneficiary's interest in the Trust Estate, including, but not limited to (a) appearance in and prosecution or defense of any legal action or proceeding which affects or may affect the Trust Estate; (b) disbursement of attorneys' fees; (c) payment, purchase, contest or compromise of any encumbrance, charge or lien upon the Trust Estate; (d) entry upon the Trust Estate to make repairs or to otherwise restore or protect the Trust Estate or any part thereof; or (e) declaration of an Event of Default (as hereinafter defined) under this Deed of Trust, and sale or foreclosure hereunder. Any amounts disbursed by Beneficiary pursuant to this Section 3 shall become additional Obligations of Trustor secured by this Deed of Trust. Such amounts shall be payable immediately upon notice from Beneficiary to Trustor requesting payment thereof. Nothing contained in this Section 3 shall obligate the Beneficiary to incur any expense or take any action hereunder.

4. ASSIGNMENT OF RENTS. As additional security hereunder, Trustor does hereby absolutely and unconditionally BARGAIN, SELL, GRANT, TRANSFER, CONVEY and ASSIGN to Beneficiary (a) the right to immediate use and possession of the Trust Estate and all personal property of Trust available for the operation of the Trust Estate (the "Personal Property"), (b) the Rents, (c) the Leases, (d) all guaranty agreements with respect to the Rents and the Leases, and (e) all of Trustor's right, title and interest in and to all claims and right to payment of money at any time arising in connection with any rejection or breach of any of the Leases by the tenant(s) with respect thereto or any trustee for such tenant(s) under Section 365 of the United States Bankruptcy Code. Notwithstanding that this assignment is a present assignment, Beneficiary hereby consents to Trustor's collection and retention of such Rents as they accrue and become payable so long as no Event of Default shall have occurred hereunder. Upon any Event of Default, Beneficiary may at any time, either in person, by agent, or by receiver to be appointed by a court, without notice and without regard to the adequacy of any security for the Obligations:

(a) in its own name or in the name of Trustor, sue or otherwise collect, settle, or compromise the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, to any of the Obligations, and in such order as Beneficiary may determine;

(b) perform such acts of repair or protection as may be necessary or proper to conserve the value of the Trust Estate, and apply the Rents to Beneficiary's expenses incurred in performing such acts;

(c) eject a tenant, fill vacancies, cancel, modify and enforce the Leases, and lease the Trust Estate or any part thereof for such rental, term, and upon such conditions as Beneficiary's judgment may dictate;

(d) enter into and hold, occupy, possess and enjoy the Trust Estate;

(e) obtain, cancel and modify any Policy (as hereinafter defined) covering all or any part of the Trust Estate, use the Rents to pay the premiums with respect to the Policies, adjust any loss or damage thereunder and enforce any other rights of Trustor thereunder;

(f) contest, compromise and settle any tax assessment or other charge levied or assessed upon all or any part of the Trust Estate, and use the Rents to pay any such charges; and

(g) execute and deliver any and all instruments deemed by Beneficiary to be necessary or appropriate in connection with the exercise of any right, power or authority granted herein.

Any application of Rents to any Obligation or other action taken pursuant to this Section 4 shall not extend or postpone the Due Date of any Installment as provided in the Note, change the amount of such payments, or cure an event of default under any Loan Document. Upon an Event of Default hereunder Trustor agrees to promptly deliver any Rents in its possession to Beneficiary. Delivery of written notice of Beneficiary's exercise of the rights granted herein to a tenant under a Lease shall be sufficient to require said tenant to pay Rent to Beneficiary until further notice, and Trustor hereby directs the tenant to deliver the Rent to Beneficiary upon receipt of such notice.

5. EMINENT DOMAIN.

(a) Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding ("Condemnation"), or should Trustor receive any notice or other information regarding any such Condemnation, Trustor shall give immediate notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, to the full extent of the Obligations. Trustor and Beneficiary shall be mutually required to appear in and jointly prosecute any Condemnation action or proceedings. Beneficiary and Trustor shall not make any compromise or settlement without the full consent of the other. All such compensation, awards, damages, rights of action and proceeds awarded (the "Proceeds") are hereby sold, conveyed, transferred, and assigned to Beneficiary to the extent of the outstanding Obligations, and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may reasonably require.

(b) In the event of a Condemnation, Beneficiary shall have the option, in its sole and absolute discretion, to apply all the Proceeds, after deducting therefrom all actual costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees incurred by them in connection with such Condemnation, to any Obligation and in such order as Beneficiary may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Trust Estate upon such conditions as Beneficiary may determine. Such application or release shall not extend or postpone the due date of any payment due under the

Purchase Agreement, or cure or waive any Event of Default hereunder. If the Proceeds are applied to the Obligations and exceed the amount of the Obligations and any expenses of Beneficiary described above, the excess shall be paid to Trustor.

6. INSURANCE.

(a) Until the Obligations are fully repaid, Trustor shall maintain with insurers admitted to do business in the State of Nebraska and otherwise reasonably acceptable to Beneficiary, insurance with respect to the Trust Estate and the tangible Collateral (as defined in the Security Agreement) against loss by fire, theft, lightning, tornado, and other perils and hazards covered by standard extended coverage endorsement in an amount equal to the full replacement value, and such other endorsements as may be reasonably required by Beneficiary, including boiler explosion coverage and sprinkler leakage coverage, if applicable, and comprehensive general liability insurance of at least One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate, with property damage limits of Five Hundred Thousand Dollars (\$500,000.00), and umbrella liability coverage of an additional Three Million Dollars (\$3,000,000.00) per occurrence (collectively, the "Insurance"). All Insurance policies maintained pursuant to this Deed of Trust and all renewals thereof (the "Policies") shall contain a standard noncontributory mortgagee clause in favor of and in a form acceptable to Beneficiary endorsed as mortgagee and loss payee thereon, and shall provide that there shall be no cancellation or modification thereof with less than thirty (30) days' prior written notification to Beneficiary. All Policies shall also provide that any proceeds thereunder shall be payable notwithstanding (a) any act, failure to act or negligence by any named insured, (b) the occupation or use of the Trust Estate or the Collateral for purposes more hazardous than permitted by the terms thereof, (c) any foreclosure or other action or proceeding taken by Beneficiary pursuant to this Deed of Trust, or (d) any change in title to or ownership of the Trust Estate. Trustor shall deliver a copy of the Policies to Beneficiary within thirty (30) days of the date hereof and shall deliver a copy of any renewals thereof received by Trustor during the Term hereof immediately upon receipt.

(b) After the occurrence of any casualty to the Trust Estate, Trustor shall give prompt written notice thereof to the insurer(s) and to Beneficiary. Trustor shall immediately file a proof of claim of loss under the Insurance. Beneficiary is hereby authorized to file a proof of claim of loss under the Insurance, in the event Trustor does not promptly do so. Beneficiary is hereby authorized to adjust, collect and compromise all claims under the Policies, and shall apply the Insurance proceeds, if any, to the following items in the following order, provided no Event of Default has occurred and is continuing at the time Beneficiary receives the Insurance proceeds:

(i) to the restoration of the Trust Estate and/or the Collateral, if Trustor can demonstrate that the Insurance proceeds together with any funds Trustor may contribute are sufficient to repair and restore the Trust Estate and/or to replace the Collateral to its condition immediately prior to the casualty;

(ii) to the Obligations, in such order as Beneficiary may determine; and

(iii) to Trustor.

If an Event of Default has occurred and is continuing at the time Beneficiary receives the Insurance proceeds, Beneficiary may, at its option, require the Trustor to apply the Insurance proceeds to the foregoing items in whatever order Beneficiary shall see fit. All such Insurance proceeds shall constitute additional security hereunder.

(c) Any application of Insurance proceeds to the Obligations shall not extend or postpone the due date of any payment pursuant to the terms and conditions of the Note, or cure any Event of Default hereunder unless agreed in writing by Beneficiary. If all or any part of the Trust Estate is acquired by Beneficiary under the provisions of this Deed of Trust, Trustor's right to Insurance proceeds resulting from damage to the Trust Estate prior to its acquisition by Beneficiary shall pass to Beneficiary to the extent of the Obligations immediately prior to such acquisition.

(d) Trustor shall not obtain or carry separate insurance which is concurrent in form or contributing in the event of loss with the Insurance, unless Beneficiary is named as mortgagee and loss payee with respect thereto, with losses payable in the same manner as the Insurance. Trustor shall notify Beneficiary at least thirty (30) days prior to obtaining any such separate insurance and shall deliver to Beneficiary the policies or certificates evidencing such separate insurance immediately after they are issued.

(e) Beneficiary shall not be deemed to have incurred any liability or assumed any responsibility for or with respect to the amount of Insurance carried by Trustor, the form or legal sufficiency of the Policy, the solvency of any Insurance companies, or the payment or defense of any lawsuits, as a result of having approved, disapproved of, accepted, prevented, obtained or failed to obtain any Insurance, and Trustor acknowledges that all such liability and responsibility shall remain with Trustor.

7. REMEDIES NOT EXCLUSIVE. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any Obligation and to exercise all rights and powers under this Deed of Trust or any other Loan Document or any laws now or hereafter in force, notwithstanding that some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy provided hereunder by this Deed of Trust to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by Governing Law.

8. EVENTS OF DEFAULT. Any of the following shall be deemed an Event of Default hereunder:

(a) That date which is thirty (30) days after notice of the breach by Trustor of any term, covenant, agreement, condition, provision, representation or warranty set forth in this Deed of Trust, provided such breach is not corrected within such thirty (30) day period, or, if such breach or default cannot be cured within such thirty-day period with the exercise of all due diligence and Trustor commences to cure the same with all due diligence before the expiration of such thirty-day period, within such period of time as may be necessary to cure the same with the exercise of all due diligence; or

(b) The occurrence of an Event of Default as defined in any other Loan Document.

9. ACCELERATION UPON DEFAULT; REMEDIES. In the event of the occurrence of any Event of Default, Beneficiary at his option may declare any or all Obligations to be due and payable and the same shall thereupon become immediately due and payable without any presentment, demand, protest or notice of any kind. Thereafter, Beneficiary may, at its sole and exclusive option:

(a) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or to specifically enforce any of the covenants hereof;

(b) Demand that Trustee exercise the power of sale granted herein; or

(c) Exercise any and all rights provided for in any Loan Document or by Governing Law upon the occurrence of an Event of Default.

10. FORECLOSURE BY POWER OF SALE. Should Beneficiary elect to demand that Trustee exercise the power of sale herein contained, Trustee shall commence to sell the Trust Estate, apply the proceeds therefrom, and otherwise enforce the power of sale in accordance with the terms of the Nebraska Trust Deeds Act or by successor statute in effect at such time (the "Act").

11. APPOINTMENT OF A RECEIVER. In the event of any Event of Default, Beneficiary, without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate.

12. APPOINTMENT OF SUCCESSOR TRUSTEE. Beneficiary may, from time to time, in the manner provided by the Act, substitute a successor or successors to the Trustee named herein or acting hereunder.

13. INSPECTIONS. Trustor shall permit Beneficiary to enter upon any part of the Trust Estate, upon reasonable notice, for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of the Loan Documents.

14. FORBEARANCE BY BENEFICIARY OR TRUSTEE NOT A WAIVER. Any forbearance by Beneficiary or Trustee in exercising any right or remedy hereunder, or otherwise afforded by Governing Law, shall not be a waiver of or preclude the exercise of any such right or remedy hereunder. Likewise, the waiver by Beneficiary or Trustee of any Event of Default under this Deed of Trust shall not be deemed to be a waiver of any other or similar Events of Default.

15. RECONVEYANCE BY TRUSTEE. This Deed of Trust shall continue in full force and effect from the date hereof until the Trust Estate is reconveyed as provided herein (the "Term"). Upon written request of Beneficiary stating that all Obligations have been paid, and upon surrender of this Deed of Trust to Beneficiary for cancellation and retention, and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder in the manner provided by the Act. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any such reconveyance may be described as "the person or persons legally entitled thereto." Trustor shall pay any recordation costs relating to such reconveyance.

16. DUTIES AND OBLIGATIONS OF TRUSTEE.

(a) The duties and obligations of Trustee shall be determined solely by the express provisions of this Deed of Trust and of the Act. Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein and in the Act, 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 his or her own funds, or otherwise incur any financial obligation in the performance of any of his or her duties hereunder, or in the exercise of any of his or her right or powers, if he or she shall have grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured.

(c) Trustee shall not be liable for any action taken in good faith and reasonably believed to be authorized or within the discretion, rights and powers conferred by this Deed of Trust and the Act.

17. NOTICES. Except for any notices, demands, requests or other communications required under Governing Law to be given in another manner, whenever Beneficiary, Trustor or Trustee gives or serves any notice (including, without limitation, notices of default and notices of sale), demands, requests or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and personally delivered or deposited with a reputable overnight carrier or mailed by first class U. S. mail, postage prepaid, and addressed to the address set forth at the beginning of this Deed of Trust. Such notice shall be effective immediately upon personal delivery, or twenty four (24) hours after deposit with an overnight carrier, or seventy two (72) hours after deposit in the U. S. mail, in the manner set forth above. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

18. REQUEST FOR NOTICE. Trustor hereby requests that a copy of any notice of default, and a copy of any notice of sale thereunder, be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

19. GOVERNING LAW; WAIVERS; AMENDMENTS. This Deed of Trust shall be governed by, and construed in accordance with, the laws of the State of Nebraska (the "Governing Law"). This instrument can be waived, changed, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of any such waiver, change, discharge or termination is sought.

20. SUCCESSORS AND ASSIGNS. Beneficiary may assign its rights hereunder by notice to Trustee and Trustor. Trustor may not assign its rights and obligations hereunder by contract, operation of law, or otherwise without the prior written consent of Beneficiary, which may be withheld in Beneficiary's sole discretion. This Deed of Trust, and all terms, conditions and obligations herein, shall apply and inure to the benefit of and bind Trustor, Trustee, and Beneficiary, and their respective heirs, legatees, devisees, personal representatives, successors-in-interest and permitted assigns. The term "Beneficiary" shall mean the owner(s) and holder(s) of the Obligations, whether or not named as Beneficiary herein.

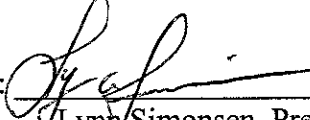
21. SEVERABILITY. In the event any one or more of the provisions contained in this Deed of Trust shall be for any reason held to be invalid, illegal or unenforceable under Governing Law by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall, at the option of Beneficiary, not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the Obligations or the Trust Estate, all payments made on the Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be applied first to the full payment of that portion of the Obligations which is not secured or not fully secured by the lien of this Deed of Trust.

22. NUMBER AND GENDER. Whenever used herein, the singular number shall include the plural, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date and year first above written.

"TRUSTOR"

LINCOLN SPORTS FOUNDATION, INC.,
a Nebraska nonprofit corporation

By: 
Lynn Simonsen, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this 2nd day of February, 2004, by Lynn Simonsen, President of Lincoln Sports Foundation, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.

Jennifer Strand
Notary Public

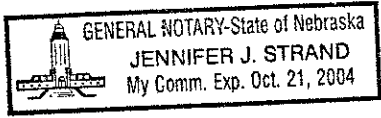


EXHIBIT A

A boundary description of a tract of land located in the South Half of Section 27, Township 11 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska and more particularly described by metes and bounds as follows:

Referring to the Southwest Corner of Section 27, Township 11 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska; Thence N 00° 00' 00" E, (an assumed bearing), and on the West Line of the Southwest Quarter of said Section 27, a distance of 1429.67 feet; Thence S 88° 17' 23" E, a distance of 3109.95 feet to the POINT OF BEGINNING; Thence continuing on the last described course, S 68° 17' 23" E, a distance of 1925.15 feet to a point on the centerline of Salt Creek; Thence S 15° 32' 19" W, and on the centerline of said Salt Creek, a distance of 14.16 feet; Thence S 15° 05' 21" W, and on the centerline of said Salt Creek, a distance of 304.00 feet; Thence S 16° 04' 21" W, and on the centerline of said Salt Creek, a distance of 146.00 feet; Thence S 17° 04' 21" W, and on the centerline of said Salt Creek, a distance of 202.70 feet; Thence S 25° 34' 21" W, and on the centerline of said Salt Creek, a distance 452.80 feet; Thence S 12° 34' 15" W, and on the centerline of said Salt Creek, a distance of 162.61 feet; Thence S 40° 04' 21" W, and on the centerline of said Salt Creek, a distance of 161.10 feet to a point on the South Line of the Southeast Quarter of said Section 27; Thence N 89° 22' 39" W, and on the South Line of the Southeast Quarter of said Section 27, a distance of 1301.87 feet; Thence N 00° 00' 00" E, and parallel to the West Line of Southwest Quarter of said Section 27, a distance of 1370.63 feet to the point of beginning and containing a calculated area of 49.81 Acres, more or less.

NKA ~~Lot 4~~ Lot 4 7 SE 1/4

A tract of land located in the South One-Half of Section 27, Township 11 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, and more particularly described as follows:

Referring to the Southwest Corner of Section 27, Township 11 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska; Thence S 89° 22' 39" E, (an assumed bearing), and on the South Line of the Southwest Quarter of said Section 27, a distance of 50.00 feet to the POINT OF BEGINNING; Thence N 00° 00' 00" E, and parallel to the West Line of the Southwest Quarter of said Section 27 and also on the Easterly Right-of-way Line of North 70th Street, a distance of 1428.72 feet; Thence S 88° 17' 23" E, a distance of 3059.94 feet; Thence S 00° 00' 00" W, and parallel to the West Line of the Southwest Quarter of said Section 27, a distance of 1370.63 feet to a point on the South Line of the Southwest Quarter of said Section 27; Thence N 89° 22' 39" W, and on the South Line of the Southwest Quarter of said Section 27, a distance of 3058.75 feet to the place of beginning and containing 4,281,002.05 square feet or 98.278 acres, more or less.

NKA Lot 4 & 5 1/2