

After Recording Return To:
Citicorp North America, Inc.
Attn: Cindy Hosford-Prim
2600 Michelson Drive, Suite 1200
Irvine, CA 92715

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**MODIFICATION OF LEASEHOLD DEED OF TRUST,
ASSIGNMENT OF LEASES AND FIXTURE FILING**

THIS MODIFICATION OF LEASEHOLD DEED OF TRUST is made this 21st day of November, 1994, by and between RIGEL CORPORATION, a Nebraska corporation ("Trustor"), BONIFACE R. McQUIRE, a licensed real estate broker ("Trustee"), as trustee, for the benefit of CITICORP NORTH AMERICA, INC., a Delaware corporation ("Beneficiary"), whose address is 2600 Michelson Drive, Suite 1200, Irvine, California 92715, Attn: Cindy Hosford-Prim.

RECITALS

WHEREAS, Trustor, Trustee and Beneficiary entered into that certain Leasehold Deed of Trust, Assignment of Leases and Fixture Filing, as of September 25, 1990, and recorded October 16, 1990, in the office of the Register of Deeds of Douglas County, Nebraska, in Book 3545 at Page 338 (such deed of trust shall hereafter be referred to as the "Deed of Trust"), which Deed of Trust affects the real estate described on Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, Trustor desires to modify the Deed of Trust as more specifically set forth below.

NOW THEREFORE, in exchange for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Trustor hereby amends the Deed of Trust as follows:

- 1. Modification of Deed of Trust.
 - A. Section 2.1(a) of the Deed of Trust is amended in its entirety to read as follows:
 - (a) the payment and performance by Trustor of all indebtedness and other obligations evidenced by (i) that certain Secured Promissory Note dated as of September 15, 1992, made by Trustor to the order of Beneficiary, in the original principal amount of \$740,000, (ii) that certain Secured Promissory Note dated as of February 8, 1990, made by Trustor to the order of Beneficiary, in the original

principal amount of \$3,600,000, (iii) that certain Secured Promissory Note dated as of February 8, 1990, made by Trustor to the order of Beneficiary, in the original principal amount of \$4,400,000, (iv) that certain Secured Promissory Note dated as of February 8, 1990, made by Trustor to the order of Beneficiary, in the original principal amount of \$3,400,000, (v) that certain Secured Promissory Note dated as of November 16, 1992, made by Trustor to the order of Beneficiary, in the original principal amount of \$400,000, (vi) that certain Secured Promissory Note dated as of Nov. 21, 1994, made by Trustor to the order of Beneficiary, in the original principal amount of \$250,000, (vii) that certain Secured Promissory Note dated as of Nov. 21, 1994, made by Trustor to the order of Beneficiary, in the original principal amount of \$650,000, (viii) that certain Secured Promissory Note dated as of Nov. 21, 1994, made by Trustor to the order of Beneficiary, in the original principal amount of \$250,000, (ix) that certain Secured Promissory Note dated as of Nov. 21, 1994, made by Trustor to the order of Beneficiary, in the original principal amount of \$500,000, (x) that certain Amendment of Promissory Note dated as of Nov. 21, 1994, made by Trustor to the order of Beneficiary, in the original principal amount of \$3,400,000, (xi) that certain Amendment of Promissory Note dated as of Nov. 21, 1994, made by Trustor to the order of Beneficiary, in the original principal amount of \$4,400,000, and any and all other promissory notes executed by Trustor in favor of Beneficiary (collectively the "Notes"), together with interest on such indebtedness according to the terms of the Notes;

B. The following provision is added to the Deed of Trust as Section 2.2:

2.2 Future Advances. Upon request of Trustor, Beneficiary, at Beneficiary's option, may make future advances to Trustor. Such future advances, with interest thereon, shall be secured by this instrument when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this instrument, not including sums advanced in accordance herewith to protect the security of this instrument, exceed the original amounts of the Notes set forth in paragraph 2.1(a) hereof (U.S. \$14,190,000).

2. Non-Impairment. Except as supplemented and/or modified by this Modification, all of the terms, covenants and conditions of the Deed of Trust shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Modification of Leasehold Deed of Trust as of the day and year set forth above.

RIGEL CORPORATION, a Nebraska corporation

By [Signature] PRESIDENT
Title:

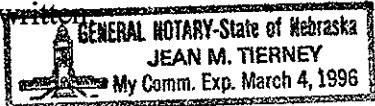
CITICORP NORTH AMERICA, INC.

By [Signature]
Title: Vice-President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 21st day of November , 1994, before me, a notary public in and for said county and state, personally came John A. Chisholm , President of RIGEL CORPORATION, a Nebraska corporation, known to me to be the identical person who signed the foregoing Modification of Leasehold Deed of Trust and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal at Omaha, in said county and state, the day and year last above written

[SEAL] 

Jean M Tierney
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1994, before me, a notary public in and for said county and state, personally came _____ of CITICORP NORTH AMERICA, INC., a Delaware corporation, known to me to be the identical person who signed the foregoing Modification of Leasehold Deed of Trust and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal at _____, in said county and state, the day and year last above written.

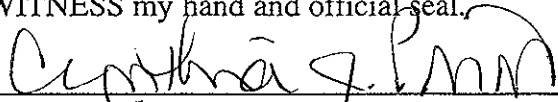
[SEAL]

Notary Public

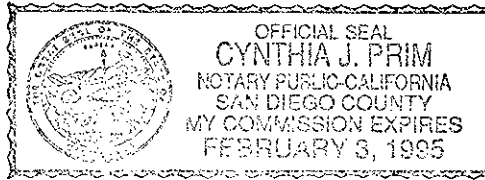
State of California)
County of Orange)
_____)

On November 22, 1994 before me, Cynthia J. Prim, Notary Public, Personally appeared Rick Meiklejohn, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Cynthia J. Prim, Notary Public



[REDACTED]

Exhibit "A"
(Legal Description)

Part of Lot 6, in MORITZ PLAZA, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as follows:

Beginning at a point of intersection of the Westerly right-of-way line of 137th Street and the Northerly right-of-way line of Millard Avenue; thence S. 50°48'17" W., (assumed bearing), along said Northerly right-of-way line of Millard Avenue, a distance of 385 feet, to a point on the Westerly line of said Lot 6, Moritz Plaza, said Westerly line also being the centerline of the West Papillion Creek; thence N. 33°16'12" W., along said Westerly line of Lot 6, Moritz Plaza and said centerline of the West Papillion Creek, a distance of 110 feet; thence Northeasterly, on a line parallel to the Northerly right-of-way line of Millard Avenue, to a point on the Westerly right-of-way line of 137th Street, 110 feet Northwest of the point of beginning; thence S. 40°52'23" E., along said Westerly right-of-way line of 137th Street, a distance of 110 feet, to the Point of Beginning

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