

Recording requested by, and  
when recorded return to:

Sheppard, Mullin, Richter & Hampton  
333 South Hope Street, 48th Floor  
Los Angeles, California 90071  
Attention: NANCY L. CORSHEN

INSTRUCTIONS TO COUNTY RECORDER:

Index this document as  
(1) a deed of trust and  
(2) a fixture filing

LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES  
AND FIXTURE FILING

NOTICE: THE OBLIGATIONS SECURED HEREBY PROVIDE FOR PERIODIC  
INCREASES AND/OR DECREASES IN THE APPLICABLE INTEREST RATE.

NOTICE: THE OBLIGATIONS SECURED HEREBY INCLUDE REVOLVING CREDIT  
OBLIGATIONS WHICH PERMIT BORROWING, REPAYMENT AND REBORROWING.

This Leasehold Deed of Trust, Assignment of Leases, and  
Fixture Filing ("Deed of Trust"), dated as of 9/25,  
1990, is executed by RIGEL CORPORATION, a Nebraska corporation  
("Trustor"), as trustor, whose address is 1125 South 103rd Street,  
Omaha, Nebraska 68124, in favor of Boniface R. McGuire, a licensed  
real estate broker ("Trustee"), as trustee, for the benefit of  
CITICORP NORTH AMERICA, INC., a Delaware corporation  
("Beneficiary"), as beneficiary, whose address is 2600 Michelson  
Drive (Suite 1200), Irvine, California 92715, Attn: Janette Evans  
Drew.

ARTICLE 1  
GRANT OF SECURITY

1.1 Grant of Security. FOR GOOD AND VALUABLE CONSIDERATION,  
including the indebtedness herein recited and the trust herein  
created, the receipt and adequacy of which are hereby acknowledged,  
Trustor hereby irrevocably grants, transfers and assigns to  
Trustee, IN TRUST, WITH POWER OF SALE, AND RIGHT OF ENTRY AND  
POSSESSION, for the benefit and security of Beneficiary, all  
rights, titles, interests, estates, powers and privileges that  
Trustor now has or may hereafter acquire in or to the following  
property and interests therein (collectively, the "Property"):

(a) All of Trustor's right, title and interest in a  
leasehold estate in the "Land" (as defined below), created by  
that certain Lease dated as of May 1, 1990, by and between  
Cynet, Inc., a Nebraska corporation, as landlord and Trustor,

as tenant, a copy or memorandum of which was recorded October 16, 1980, as Instrument No. 9187 in Book 941, Page 385, in the Official Records of DOUGLAS County, NEBRASKA (as amended from time to time, the "Lease"), including, without limitation, (i) all options to extend or renew the Lease (and the leasehold estate for the term of each extension or renewal), (ii) all options and rights of first refusal contained in the Lease to purchase the real property which is subject to the Lease, and (iii) all of Trustor's other rights, titles and interests under the Lease;

(b) That certain real property ("Land") in the City of Omaha, County of Douglas, State of Nebraska, more particularly described on Exhibit "A" attached hereto;

(c) All buildings and other improvements now or hereafter located on the Land, including, but not limited to, the Fixtures (as defined below) and any and all other equipment, machinery, appliances and other articles attached to such buildings and other improvements (collectively, the "Improvements");

(d) All fixtures (collectively, the "Fixtures") now or hereafter located on, attached to, installed in or used in connection with the Land and the Improvements, including without limitation all partitions, generators, screens, awnings, boilers, furnaces, pipes, plumbing, elevators, cleaning, call and sprinkler systems, fire extinguishing machinery and equipment, water tanks, heating, ventilating, air conditioning and air cooling machinery and equipment, gas and electric machinery and equipment, and other equipment, machinery and appliances and other fixtures of every kind and nature;

(e) All rights, rights-of-way, easements, licenses, profits, privileges, tenements, hereditaments and appurtenances now owned or hereafter acquired by Trustor and used in connection with the Land and the Improvements or as a means of access to either or both, including, without limitation, all rights pursuant to any trackage agreement;

(f) All of Trustor's right, title and interest now owned or hereafter acquired in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Land, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Land and Improvements;

(g) All oil, gas and other mineral rights in or relating to the Land, and all royalty, leasehold and other rights of Trustor in or relating thereto;

(h) All water, water rights and riparian rights (including, without limitation, shares of stock evidencing the same) in or relating to the Land;

(i) All leases and subleases relating to all or any part of the Land and the Improvements or any interest therein, now or hereafter existing or entered into, including without limitation all deposits, advance rentals and other payments of a similar nature but not including the Rents, as defined and separately assigned in Article 4;

(j) All options to purchase or lease all or any part of the Land or Improvements or any interest therein (and any greater estate in the Land or Improvements now owned or hereafter acquired pursuant thereto);

(k) All other estates, easements, licenses, interests, rights, titles, claims or demands, both in law and in equity, which Trustor now has or may hereafter acquire in the Land and the Improvements, including, without limitation, (1) any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of all or any part of the Property, including without limitation any award resulting from a change of grade of streets and any award for severance damages, and (2) any and all proceeds of any insurance covering the Property.

ARTICLE 2  
SECURED OBLIGATIONS

2.1 Secured Obligations. This Deed of Trust, and the lien created hereby, is made for the purpose of securing the following obligations (collectively, the "Secured Obligations"):

(a) the payment and performance by Trustor of all indebtedness and other obligations evidenced by (i) 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 up to \$3,600,000, (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 up to \$4,400,000, and (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 up to \$3,400,000 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 payment and performance of all indebtedness and other obligations of Trustor to Beneficiary contained in (i) that certain Loan Agreement ("Loan Agreement") dated as of February 8, 1990, between Beneficiary and Trustor, and (ii) the "Loan Documents" (as defined in the Loan Agreement);

(c) the payment and performance of all indebtedness and other obligations as the then record owner of the Land and the Improvements may undertake to pay and perform for the benefit of Beneficiary, or its successors or assigns, when such indebtedness and obligations are contained in a document which recites that the obligations thereunder are secured by this Deed of Trust;

(d) the payment by Trustor of all amounts advanced by or on behalf of Trustee or Beneficiary to improve, protect or preserve the Property or the security of this Deed of Trust, with interest thereon as provided herein; and

(e) the payment and performance of all amendments, modifications, extensions, renewals and replacements of or for any of the foregoing (including, without limitation, (i) amendments or modifications of the required principal payment dates or interest payment dates, or both, as the case may be, accelerating or deferring such interest payment dates in whole or in part, or (ii) amendments, modifications, extensions or renewals at a different rate of interest), whether or not any such amendment, modification, extension, renewal or replacement is evidenced by a new or additional promissory note or other document.

ARTICLE 3  
COVENANTS

3.1 Payment of Secured Obligations. Trustor shall pay the Secured Obligations when due.

3.2 Maintenance, Repair, Alterations. Trustor shall maintain and preserve the Property in good condition and repair; Trustor, except upon the prior written consent of Beneficiary, shall not remove, demolish or materially alter any of the Improvements, other than to make repairs in the ordinary course of business of a non-structural nature which serve to preserve or increase the value of the Property; Trustor shall complete promptly and in a good and workmanlike manner any Improvement which may be now or hereafter constructed on the Land, shall promptly restore in like manner any Improvement which may be damaged or destroyed thereon from any cause whatsoever, and shall pay when due all claims for labor performed and materials furnished therefor unless such claims are contested in good faith and by appropriate proceedings so long as Trustor has established and maintains adequate reserves for payment

of the same, no third party is in a position to seize, levy upon or foreclose any portion of the Property and Beneficiary's lien position is not jeopardized by reason of such nonpayment and contest; Trustor shall comply with all laws, ordinances, rules, regulations, orders, covenants, conditions and restrictions now or hereafter affecting the conduct or operation of Trustor's business or all or any part of the Property or requiring any alteration or improvement to be made thereon; Trustor shall not commit, suffer or permit any act to be done in, upon or to all or any part of the Property in violation of any such laws, ordinances, rules, regulations, orders, covenants, conditions or restrictions now or hereafter affecting the Property; Trustor shall not commit or permit any waste or deterioration of the Property, and shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; Trustor shall not take (or fail to take) any action, which if taken (or not so taken) would increase in any way the risk of fire or other hazard occurring to or affecting the Property or which otherwise would impair the security of Beneficiary in the Property; Trustor shall comply with the provisions of all leases, if any, constituting a portion of the Property; Trustor shall not abandon the Property or any portion thereof or leave the Property unprotected, unguarded, vacant or deserted; Trustor shall not initiate, join in or consent to any change in any zoning ordinance, general plan, specific plan, private restrictive covenant or other public or private restriction limiting the uses which may be made of the Property by Trustor or by the owner thereof without the prior written consent of Beneficiary; Trustor shall secure and maintain in full force and effect all permits necessary for the use, occupancy and operation of the Property; except as otherwise prohibited or restricted by the Loan Documents, or any of them, Trustor shall do any and all other acts which may be reasonably necessary to protect or preserve the value of the Property and the rights of Trustee and Beneficiary with respect thereto. In the event of any conflict or inconsistency between the provisions of this Section 3.2 and the provisions of the Lease which cannot be reconciled by a reasonable construction thereof, the provisions of the Lease shall control; provided, however, that the inclusion of additional obligations on the part of the Trustor in this Deed of Trust shall not be deemed a conflict with the Lease.

3.3 Insurance. Trustor shall keep the Property insured against loss or damage by fire with extended coverage and against any other risks or hazards which, in the opinion of Beneficiary, should be insured against, in an amount not less than the full insurable value thereof on a replacement cost basis, with a company or companies and in such form and with such endorsements as may be approved or required by Beneficiary. All losses under said insurance shall be payable and shall be applied in the manner provided in the Loan Agreement. If required by Beneficiary, Trustor shall also carry public liability insurance and business or rental interruption insurance in such form and amounts and with such

companies as are satisfactory to Beneficiary. All hazard and business or rental interruption insurance policies shall be endorsed with a standard noncontributory mortgagee clause in favor of and in form acceptable to Beneficiary, and may be cancelled or modified only upon not less than thirty (30) days' prior written notice to Beneficiary. All of the above-mentioned insurance policies or certificates of such insurance satisfactory to Beneficiary, together with receipts for the payment of premiums thereon, shall be delivered to and held by Beneficiary, which delivery shall constitute assignment to Beneficiary of all return premiums to be held as additional security hereunder. All renewal and replacement policies shall be delivered to Beneficiary at least fifteen (15) days before the expiration of the expiring policies. Beneficiary shall not by the fact of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of insurance contracts, solvency of insurance companies, or payment or defense of lawsuits, and Trustor hereby expressly assumes full responsibility therefor and all liability, if any, with respect thereto.

3.4 Condemnation and Insurance Proceeds.

(a) The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of or damage or injury to the Property, or any part thereof, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to Beneficiary. In addition, all causes of action, whether accrued before or after the date of this Deed of Trust, of all types for damages or injury to the Property or any part thereof, or in connection with any transaction financed by funds loaned to Trustor by Beneficiary and secured hereby, or in connection with or affecting the Property or any part thereof, including without limitation causes of action for fraud or concealment of a material fact, are hereby assigned to Beneficiary as additional security, and the proceeds thereof shall be paid to Beneficiary. Beneficiary may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and, with the consent of Trustor (except upon an occurrence of an Event of Default, in which case Trustor's consent shall not be necessary), which consent shall not be unreasonably withheld, Beneficiary may make any compromise or settlement thereof. Trustor, immediately upon obtaining knowledge of the institution of any proceedings relating to condemnation or other taking of or damage or injury to the Property or any portion thereof, or knowledge of any casualty damage to the Property or damage in any other manner, will immediately notify Beneficiary in writing. Beneficiary may participate in any such proceedings and may join Trustor in adjusting any loss covered by insurance.

(b) Subject to the interests of the landlord under the Lease, if any, all compensation, awards, proceeds, damages, claims, insurance recoveries, rights of action and payments which Trustor may receive or to which Trustor may become entitled with respect to the Property or any part thereof shall be paid over to Beneficiary and shall be applied first toward reimbursement of all costs and expenses of Beneficiary in connection with recovery of the same, and then shall be applied, in the sole and absolute discretion of Beneficiary and without regard to the adequacy of its security hereunder (with the exception of insurance proceeds which, assuming no Event of Default has occurred under the Loan Agreement, shall be applied pursuant to the Loan Agreement), to the payment or prepayment (without premium) of the Secured Obligations in such order as Beneficiary may determine, or to the reimbursement of Trustor for expenses incurred by it in the restoration of the Property. Any application of such amounts or any portion thereof to the Secured Obligations shall not be construed to cure or waive any default or notice of default hereunder or invalidate any act done pursuant to any such default or notice. In the event Beneficiary elects to make any monies available to Trustor to restore the Property, Trustor shall proceed forthwith with the completion of construction of the improvements, including the necessary work of restoration in accordance with plans, specifications and drawings submitted to and approved by Beneficiary, and any monies which Beneficiary so elects to make available for restoration shall be disbursed in accordance with standard construction lending practice or in any other manner approved by Beneficiary.

3.5 Taxes and Impositions. Trustor shall pay, prior to delinquency, all of the following (collectively, the "Impositions"):

(a) All general and special real property taxes and assessments imposed on the Property;

(b) Subject to the interests of the landlord under the Lease, if any, all other taxes and assessments and charges of every kind that are assessed upon the Property (or upon the owner and/or operator of the Property) and that create or may create a lien upon the Property (or upon any personal property or fixture used in connection with the Property), including, without limitation, non-governmental levies and assessments pursuant to applicable covenants, conditions or restrictions; and

(c) All license fees, taxes and assessments imposed on Beneficiary (other than Beneficiary's income or franchise taxes) which are measured by or based upon (in whole or in

part) the amount of the obligations secured by the Property. If permitted by law, Trustor may pay the Imposition in installments (together with any accrued interest). Trustor shall not be required to pay any Imposition so long as (i) its validity is being actively contested in good faith and by appropriate proceedings, (ii) Trustor has demonstrated to Beneficiary's reasonable satisfaction that leaving such Imposition unpaid pending the outcome of such proceedings could not result in conveyance of the Property in satisfaction of such Imposition or otherwise impair Beneficiary's interest under this Deed of Trust, and (iii) Trustor has furnished Beneficiary with a bond or other security satisfactory to Beneficiary in an amount not less than 150% of the applicable claim (including interest and penalties). Upon demand by Beneficiary from time to time, Trustor shall deliver to Beneficiary, within 30 days following the due date of any Imposition, evidence of payment reasonably satisfactory to Beneficiary. In addition, upon demand by Beneficiary from time to time, Trustor shall furnish to Beneficiary a tax reporting service for the Property of a type and duration, and with a company, reasonably satisfactory to Beneficiary.

3.6 Utilities. Trustor shall promptly pay all gas, electricity, water, sewer and other utility charges which are incurred for the benefit of the Property or which may become a lien against the Property and all other assessments and other charges of a similar nature, public or private, relating to the Property or any portion thereof, regardless of whether or not any such charge is or may become a lien thereon unless such charge is contested in good faith and by appropriate proceedings, so long as Trustor has established and maintains adequate reserves for payment of the same and by reason of such nonpayment and contest no portion of the Property is in jeopardy of being seized, levied upon or forfeited or such utility is not in jeopardy of being cutoff.

3.7 Liens. Trustor shall not cause, incur, suffer or permit to exist or become effective any lien, encumbrance or charge upon all or any part of the Property or any interest therein other than liens, encumbrances and charges permitted under the Loan Agreement or those approved by Beneficiary in writing prior to the execution of this Deed of Trust (collectively, the "Permitted Encumbrances"). Trustor shall pay and promptly discharge, at Trustor's sole cost and expense, all liens, encumbrances and charges upon all or any part of the Property or any interest therein, other than Permitted Encumbrances; provided, however, that Trustor may contest in good faith and by appropriate proceedings such liens, encumbrances or charges (if such liens, encumbrances, or charges were not voluntarily created by Trustor) so long as Trustor has established and maintains adequate reserves for the payment and discharge of the same and so long as Beneficiary's lien position is not jeopardized in any way and no portion of the Property is in jeopardy of being seized, levied upon, forfeited or foreclosed by



the existence of such liens, encumbrances or charges and the contest of the same. If Trustor shall fail to remove and discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same, without notice to or demand on Trustor, and without inquiring into the validity of such lien, encumbrance or charge or the existence of any defense or offset thereto, either by paying the amount claimed to be due, or by procuring the discharge of such lien, encumbrance or charge by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or in any other manner permitted or required by law. Trustor shall, immediately upon demand therefor by Beneficiary, pay to Beneficiary an amount equal to all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any such lien, encumbrance or charge, together with interest thereon from the date of such expenditure until paid at the Default Rate (as such term is defined in the Notes) (the "Default Rate").

**3.8 Sale or Lease of Property.** Except as permitted by the Loan Agreement, Trustor shall not sell, lease or otherwise transfer all or any part of the Property or any interest therein without the prior written consent of Beneficiary, which consent may be granted or withheld in Beneficiary's sole and absolute discretion. Transfers requiring Beneficiary's prior written consent shall include, without limitation, the following:

(a) Involuntary transfers and transfers by operation of law;

(b) Liens, encumbrances and assignments as security for obligations, whether voluntary or involuntary; and

(c) The sale, issuance or other transfer of all or any part of any class of the outstanding capital stock or the beneficial interest of Trustor, except as permitted by the Loan Agreement or other Loan Documents, whether voluntary or involuntary. No sale, lease or other transfer shall relieve Trustor from primary liability for its obligations under the Notes and the other Loan Documents or relieve any guarantor from any liability under any guarantee.

**3.9 Inspections.** Beneficiary, Trustee and their respective agents, representatives and employees, are each authorized, upon notice reasonable under the circumstances (which may be written or oral), to enter at any time upon any part of the Property for the purpose of inspecting the same and for the purpose of performing any of the acts Beneficiary and/or Trustee are authorized to perform hereunder or under the terms of any of the Loan Documents.

**3.10 Defense of Actions.** Trustor, at no cost or expense to Beneficiary or Trustee, shall appear in and defend any action or

proceeding purporting to affect the security of this Deed of Trust, any of the other Loan Documents, all or any part of the Property or any interest therein, any additional or other security for the obligations secured hereby, or the interests, rights, powers or duties of Beneficiary or Trustee hereunder. If Beneficiary or Trustee elects to become a party to such action or proceeding, or is made a party thereto, Trustor shall indemnify, defend and hold Trustee and Beneficiary harmless from all liability, damage, cost and expense incurred by Trustee and Beneficiary, or either of them, by reason of such action or proceeding (including, without limitation, reasonable attorneys' fees and expenses), whether or not such action or proceeding is prosecuted to judgment or decision.

3.11 Protection of Security. If Trustor fails to make any payment or to do any act as and in the manner provided in this Deed of Trust or any of the other Loan Documents, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do, without further notice or demand, and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may reasonably deem necessary to protect the security of this Deed of Trust. In connection therewith (without limiting their general powers), Beneficiary and Trustee shall each have and are hereby given the right, but not the obligation: (i) to enter upon and take possession of the Property; (ii) to make additions, alterations, repairs and improvements to the Property which in the judgment of either may be necessary or proper to keep the Property in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of either may affect or appears to affect the security of this Deed of Trust or to be or to appear to be prior or superior hereto; and (v) in exercising such powers, to pay all necessary or appropriate costs and expenses and employ necessary or desirable consultants.

3.12 Beneficiary's Powers. Without affecting the liability of Trustor or any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all Secured Obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation (provided, however, that the consent of Trustor shall be required with respect to the extension or alteration of any unpaid obligation of Trustor to Beneficiary), (iii) waive any provision contained herein or grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Property, (v) take or release any other or additional security for any obligation herein mentioned,

or (vi) make compositions or other arrangements with debtors in relation thereto. By accepting payment or performance of any obligation secured by this Deed of Trust after the payment or performance thereof is due or after the filing of a notice of default and election to sell, Beneficiary shall not have thereby waived its right to require prompt payment and performance, when due, of all other obligations secured hereby, or to declare a default for failure so to pay or perform, or to proceed with the sale under any notice of default and election to sell theretofore given by Beneficiary, or with respect to any unpaid balance of the indebtedness secured hereby. The acceptance by Beneficiary of any sum in an amount less than the sum then due shall not constitute a waiver of the obligation of Trustor to pay the entire sum then due.

3.13 Reimbursement. Trustor shall, immediately upon demand, pay to Beneficiary all costs and expenses incurred by Beneficiary and/or Trustee in accordance with the terms and provisions of this Deed of Trust, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and receiver's, trustee's and attorneys' fees, costs and expenses, together with interest thereon from the date of expenditure until so paid at the Default Rate.

#### ARTICLE 4 ASSIGNMENT OF RENTS, ISSUES AND PROFITS

4.1 Assignment of Rents, Issues and Profits. Trustor hereby absolutely and irrevocably assigns and transfers to Beneficiary all of its right, title and interest in and to all rents, issues, profits, royalties, income and other proceeds and similar benefits derived from the Property (collectively, the "Rents"), and hereby gives to and confers upon Beneficiary the right, power and authority to collect such Rents. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary, at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in its name or in the name of Trustor, for all Rents, and to apply the same to the obligations secured hereby; provided, however, that Trustor shall have a license to collect Rents (but not more than one month in advance unless the written approval of Beneficiary has first been obtained), and to retain and enjoy the same, so long as an Event of Default shall not have occurred hereunder and be continuing. The assignment of the Rents in this Article 4 is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest.

4.2 Collection Upon Default. Upon the occurrence of an Event of Default hereunder, Trustor's license to collect shall automatically terminate and Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by

a court, and without regard to the adequacy of any security for the obligations hereby secured, enter upon and take possession of the Property, or any part thereof, and, with or without taking possession of the Property or any part thereof, in its own name sue for or otherwise collect such Rents (including those past due and unpaid, and all prepaid Rents and all other monies which may have been or may hereafter be deposited with Trustor by any lessee or tenant of Trustor to secure the payment of any Rent or for any services thereafter to be rendered by Trustor for any other obligation of any tenant to Trustor arising under any lease, and Trustor agrees that, upon the occurrence of any Event of Default hereunder, Trustor shall promptly deliver all Rents and other monies to Beneficiary), and Beneficiary may apply the same, less costs and expenses of operation and collection, including, without limitation, attorneys' fees, whether or not suit is brought or prosecuted to judgment, upon any indebtedness or obligation of Trustor secured hereby, and in such order as Beneficiary may determine notwithstanding that said indebtedness or the performance of said obligation may not then be due. The collection of Rents, or the entering upon and taking possession of the Property, or the application of Rents as provided above, shall not cure or waive any default or notice of default hereunder or invalidate any act performed in response to such default or pursuant to such notice of default or be deemed or construed to make Beneficiary a mortgagee-in-possession of all or any part of the Property.

4.3 Further Assignments. Upon Beneficiary's demand Trustor shall, from time to time hereafter, execute and deliver to Beneficiary recordable assignments of Trustor's interest in any and all leases, subleases, contracts, rights, licenses and permits now or hereafter affecting all or any part of the Property. Such assignments shall be made by instruments in form and substance satisfactory to Beneficiary; provided, however, that no such assignment shall be construed as imposing upon Beneficiary any obligation with respect thereto. Beneficiary may, at its option, exercise its rights hereunder or under any such specific assignment and such exercise shall not constitute a waiver of any right hereunder or under any such specific assignment.

#### ARTICLE 5 REMEDIES UPON DEFAULT

5.1 Events of Default. The occurrence of any of the following events or conditions shall constitute an event of default ("Event of Default") hereunder:

5.1.1 Trustor shall fail to pay any amount owing under this Deed of Trust when due, and such failure is not cured within ten (10) days after Beneficiary gives Trustor notice of such failure; or

5.1.2 Trustor shall fail to observe or perform any other obligation contained in this Deed of Trust, and such failure is not cured within thirty (30) days after Beneficiary gives Trustor notice of such failure; or

5.1.3 The occurrence of an "Event of Default" under the Loan Agreement; or

5.1.4 A default under any other document or agreement secured hereby, subject to any applicable cure period.

5.1.5 A breach or default by Trustor under the Lease subject to any applicable cure or grace period or

5.1.6 The occurrence of any event or circumstance which gives the landlord under the Lease a right to terminate the Lease.

5.2 Acceleration Upon Default; Additional Remedies. Upon the occurrence of an Event of Default, Beneficiary may, at its option, declare all Secured Obligations to be immediately due and payable without any presentment, demand, protest or further notice of any kind; and whether or not Beneficiary exercises said option, Beneficiary may:

5.2.1 Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Property, sue for or otherwise collect the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any Secured Obligations, all in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession by Trustee, Beneficiary or a receiver of all or any portion of the Property or the collection, receipt and application of any of the Rents, the Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

5.2.2 Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants contained herein;

5.2.3 Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Property to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the official records of the County in which the Property is located;

5.2.4 Exercise any and/or all of the rights and remedies available to a secured party under the applicable Uniform Commercial Code in such order and in such manner as Beneficiary, in its sole discretion, may determine (including, without limitation, requiring Trustor to assemble the Collateral and make the Collateral available to Beneficiary at a reasonably convenient location); provided, however, that the expenses of retaking, holding, preparing for sale or the like as provided thereunder shall include reasonable attorneys' fees and other expenses of Beneficiary and Trustee and shall be additionally secured by this Deed of Trust; and/or

5.2.5 Exercise all other rights and remedies provided herein, in any Loan Document or other document or agreement now or hereafter securing all or any portion of the obligations secured hereby, or provided by law or in equity.

**5.3 Foreclosure By Power of Sale.**

5.3.1 Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

5.3.2 Upon receipt of notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and election to sell as is then required by law. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in said notice of sale, either as a whole, or in separate lots or parcels or items and in such order as Beneficiary may direct Trustee so to do, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matter or fact shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

5.3.3 After deducting all fees, costs and expenses incurred by Beneficiary or Trustee in connection with such sale, including costs of evidence of title, Beneficiary shall apply the proceeds of sale in the following priority, to payment of (i) first, all amounts expended under the terms hereof, not then repaid, with accrued interest at the Default Rate; (ii) second, all other Secured Obligations; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

5.3.4 Subject to applicable law, Trustee may postpone the sale of all or any portion of the Property by public announcement at the time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

5.3.5 A sale of less than the whole of the Property or any defective or irregular sale made hereunder shall not exhaust the power of sale provided for herein; and subsequent sales may be made hereunder until all obligations secured hereby have been satisfied, or the entire Property sold, without defect or irregularity.

5.4 Appointment of Receiver. Upon the occurrence of an Event of Default under this Deed of Trust, Beneficiary, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Property 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 Property, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided herein and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property unless such receivership is sooner terminated.

5.5 Application of Funds After Default. Except as otherwise herein provided, upon the occurrence of an Event of Default hereunder, Beneficiary may, at any time without notice, apply any or all sums or amounts received and held by Beneficiary to pay insurance premiums, Impositions, or either of them, or as rents or income of the Property, or as insurance or condemnation proceeds, and all other sums or amounts received by Beneficiary from or on account of Trustor or the Property, or otherwise, upon any Secured Obligation, in such manner and order as Beneficiary may elect, notwithstanding that such Secured Obligation may not yet be due. The receipt, use or application of any such sum or amount shall not be construed to affect the maturity of any indebtedness secured by

this Deed of Trust, or any of the rights or powers of Beneficiary or Trustee under the terms of the Loan Documents, or any of the obligations of Trustor or any guarantor under the Loan Documents; or to cure or waive any default or notice of default under any of the Loan Documents; or to invalidate any act of Trustee or Beneficiary.

**5.6 Costs of Enforcement.** If any default occurs hereunder, Beneficiary and Trustee, and each of them, may employ attorneys, accountants and other consultants to protect their rights hereunder. Trustor shall pay to Beneficiary and Trustee, on demand, the fees and expenses of such attorneys, accountants and other consultants and all other reasonable out of pocket costs of enforcing the obligations secured hereby, including, without limitation, recording fees, the expense of a trustee's sale guarantee, trustee's fees and expenses, receivers' fees and expenses, and all other costs and expenses, of whatever kind or nature, incurred by Beneficiary and Trustee, and each of them, in connection with the enforcement of the Secured Obligations, whether or not such enforcement includes the filing of a lawsuit. Until paid, such sums shall be secured hereby and shall bear interest, from the date of expenditure, at the Default Rate.

**5.7 Remedies Not Exclusive.** Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligation secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Document or other agreement or any law now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by guaranty, mortgage, deed of trust, 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 for the obligations hereby secured now or hereafter held by Beneficiary or Trustee in such order and manner as they 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 granted to Beneficiary under any other agreement, or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder, or granted to Beneficiary under any other agreement, or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to the 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 the Trustee or Beneficiary, and



either of them may pursue inconsistent remedies. Trustor may be joined in any action brought by Beneficiary to foreclose under or otherwise enforce this Deed of Trust.

5.8 Request for Notice. Trustor hereby requests that a copy of any notice of default and that a copy of any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust.

ARTICLE 6  
MISCELLANEOUS

6.1 Amendments. This instrument cannot be waived, modified, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, modification, discharge or termination is sought.

6.2 Waivers. Trustor waives, to the extent permitted by law, (i) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Property, and, whether now existing or hereafter arising or created, (ii) all rights of valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created, and (iii) all rights and remedies which Trustor may have or be able to assert by reason of the laws of the State of California pertaining to the rights and remedies of sureties; provided, however, nothing contained herein shall be deemed to be a waiver of Trustor's rights under Section 2924, 2924b and 2924c of the California Civil Code, or under Sections 580a or 726 of the California Code of Civil Procedure.

6.3 Statements by Trustor. Trustor shall, within ten (10) days after notice thereof from Beneficiary, deliver to Beneficiary a written statement setting forth the amounts then unpaid and secured by this Deed of Trust and stating whether any offset or defense exists against such amounts.

6.4 Statements by Beneficiary. For any statement or accounting requested by Trustor or any other entitled person pursuant to Section 2943 or Section 2954 of the California Civil Code or pursuant to any other provision of applicable law, or for any other document or instrument furnished to Trustor by Beneficiary, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor, or if there be no such maximum, then in accordance with Beneficiary's customary charges therefor or the actual cost to Beneficiary therefor, whichever is greater.

6.5 Reconveyance by Trustee. Upon written request of Beneficiary stating that all Secured Obligations have been paid and

fully performed, and upon surrender by Beneficiary of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees and the costs and expenses of executing and recording any requested reconveyance, Trustee shall reconvey to the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in any such reconveyance of any matter or fact 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."

6.6 Notices. All notices, demands, approvals and other communications provided for herein shall be in writing and shall be mailed by United States mail, as certified or registered material, return receipt requested, postage prepaid, to the appropriate party at the address set forth in the first paragraph of this Deed of Trust. Addresses for notice may be changed from time to time by written notice to all other parties. All communications shall be effective when actually received; provided, however, that nonreceipt of any communication as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication.

6.7 Acceptance by Trustee. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. The trust created hereby is irrevocable by Trustor.

6.8 Headings. Article and section headings are included in this Deed of Trust for convenience of reference only and shall not be used in construing this Deed of Trust.

6.9 Severability. Every provision of this Deed of Trust is intended to be severable. In the event any provision hereof is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions hereof, which provisions shall remain binding and enforceable.

6.10 Subrogation. To the extent that proceeds of the Notes are used, either directly or indirectly, to pay any outstanding lien, charge or prior encumbrance against the Property, Beneficiary shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether such liens, charges or encumbrances are released.

6.11 No Merger of Lease. Upon the foreclosure of the lien created by this Deed of Trust on the Property pursuant to the provisions hereof, any lease or sublease then existing and

affecting all or any portion of the Property shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless the Beneficiary or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice of termination to such tenant or subtenant. If both the lessor's and lessee's estate under any lease or any portion thereof which constitutes a part of the Property shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Beneficiary so elects as evidenced by recording a written declaration so stating, and, unless and until Beneficiary so elects, Beneficiary shall continue to have and enjoy all of the rights, powers and privileges of Beneficiary hereunder as to the separate estates.

**6.12 Governing Law.** This Deed of Trust, the Notes secured hereby, the Loan Agreement and all of the other Loan Documents shall be governed by, and construed in accordance with, the laws of the State of California as to all matters other than (a) those matters relating to the enforcement or exercise of any and all remedies of Trustee or Beneficiary hereunder including, without limitation, the power of sale granted herein, and (b) matters which, under applicable conflict of laws principles, require the application of laws of a state other than the State of California; provided that in no event shall California Code of Civil Procedure §§ 726 and/or 580a and/or 580b and/or 580d apply to any foreclosure outside of California or the right of Beneficiary to obtain a deficiency judgment for all of the Secured Obligations remaining due following such foreclosure. Enforcement of any and all remedies of Trustee or Beneficiary hereunder including, without limitation, the power of sale granted herein, shall be governed by the laws of the State of Nebraska.

**6.13 Statute of Limitations.** The right to plead, use or assert any statute of limitations as a plea, defense or bar of any kind, or for any purpose, to any obligation secured hereby, or to any complaint or other pleading or proceeding filed, instituted or maintained for the purpose of enforcing this Deed of Trust or any rights hereunder, is hereby waived by Trustor to the full extent permitted by law.

**6.14 Interpretation.** In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires; and the word "person" shall include corporation, partnership or other form of association. Any reference in this Deed of Trust to any document, instrument or agreement creating or evidencing an obligation secured hereby shall include such document, instrument or agreement

both as originally executed and as it may from time to time be modified.

6.15 Trust Irrevocable. The trust created hereby is irrevocable by Trustor. All amounts payable by Trustor pursuant to this Deed of Trust shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction. Trustor hereby waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any amount secured hereby and payable by Trustor to Beneficiary or Trustee.

6.16 Further Assurances. Trustor agrees to do or cause to be done such further acts and things and to execute and deliver or to cause to be executed and delivered such additional assignments, agreements, powers and instruments, as Beneficiary or Trustee may reasonably require or deem advisable to correct any defect, error or omission in this Deed of Trust or the execution or acknowledgment of this Deed of Trust, to subject to the lien of this Deed of Trust any of Trustor's properties covered or intended to be covered hereby, to perfect and maintain such lien, to keep valid and effective the charges and lien hereof, to carry into effect the purposes of this Deed of Trust or to better assure and confirm to Beneficiary or Trustee their respective rights, powers and remedies hereunder.

6.17 Trustee's Powers. At any time, and from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness or the performance of any other obligation secured hereby or the effect of this Deed of Trust upon the remainder of the Property, Trustee may (i) reconvey all or any part of the Property, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement thereon, or (iv) join in any extension agreement, agreement subordinating the lien or charge hereof, or other agreement or instrument relating hereto or to all or any part of the Property.

6.18 Substitution of Trustee. Beneficiary may, from time to time, by written instrument executed and acknowledged by Beneficiary and recorded in the county or counties where the Property is located, or by any other procedure permitted by applicable law, substitute a successor or successors for the Trustee named herein or acting hereunder.

6.19 Successors and Assigns. Subject to Section 3.8, above, this Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

**6.20 Fixture Filing.** The personal property which Beneficiary has a security interest in includes goods which are or are to become fixtures on the Property. This Deed of Trust is intended to serve as a fixture filing pursuant to the terms of the applicable Uniform Commercial Code. This filing is to be recorded in the real estate records of the county in which the Property is located. In that regard, the following information is provided:

|                           |  |
|---------------------------|--|
| Name of Debtor:           | RIGEL CORPORATION  |
| Address of Debtor:        | 1125 South 103rd Street<br>Omaha, Nebraska 68124             |
| Name of Secured Party:    | CITICORP NORTH AMERICA, INC.                                 |
| Address of Secured Party: | 2600 Michelson Drive, Suite 1200<br>Irvine, California 92715 |

**6.21 Leasehold Mortgage Provisions.** Trustor hereby agrees as follows:

6.21.1 Trustor shall timely perform its obligations under the Lease except those obligations contested in good faith and by appropriate proceedings so long as Trustor has established and maintains adequate reserves for payment of any monetary payment obligations and so long as neither Trustor's interest in the Lease nor Beneficiary's interest in the leasehold estate is jeopardized by such nonpayment or contest. Without limiting the generality of Section 3.11, above, Trustor specifically acknowledges Beneficiary's right, while any default by Trustor under the Lease remains uncured, to perform the defaulted obligations and take all other actions which Beneficiary reasonably deems necessary to protect its interests with respect thereto. Trustor hereby irrevocably appoints Beneficiary its true and lawful attorney-in-fact in its name or otherwise to execute all documents, and perform all other acts, which Beneficiary reasonably deems necessary to preserve its or Trustor's rights with respect to the Lease.

6.21.2 Trustor shall not, without Beneficiary's prior written consent, modify, or cause or permit the termination of, the Lease, or waive or in any way release the landlord from any of the landlord's obligation under the Lease.

6.21.3 Trustor shall immediately notify Beneficiary in writing of (i) the occurrence of any material default by the landlord under the Lease and (ii) the receipt by Trustor of any notice claiming the occurrence of any default or event of default by Trustor under the Lease or the occurrence of any event which, with the passage of time or the giving of notice or both, would constitute a default or event of default by Trustor under the Lease

(and Trustor shall also promptly deliver a copy of any such notice to Beneficiary).

6.21.4 Unless Beneficiary otherwise consents in writing, so long as any Secured Obligation remains outstanding, neither the fee title to, nor any other estate or interest in, the real property subject to the Lease shall merge with the leasehold created by the Lease, notwithstanding the union of such estates in the landlord or the tenant or in a third party. Any acquisition of the landlord's interest in the Lease by Trustor or any affiliate of Trustor shall be accomplished in such a manner as to avoid a merger of the interests of landlord and tenant unless Beneficiary consents to such merger in writing.

6.21.5 If Trustor acquires fee title to any portion of the real property subject to the Lease, this Deed of Trust shall automatically be a lien on such fee title.

6.21.6 Trustor shall not subordinate the Lease or the leasehold created by the Lease to any deed of trust or other encumbrance of, or lien on, any interest in the real property subject to the Lease without the prior written consent of Beneficiary. Any such subordination without such consent shall, at Beneficiary's option, be void.

6.21.7 All subleases entered into by Trustor with respect to all or any portion of the Property (and all existing subleases modified by Trustor) shall provide that (a) such subleases are subordinate to the lien of this Deed of Trust, as amended from time to time, and (b) if Beneficiary forecloses under this Deed of Trust or enters into a new lease with any landlord under the Lease pursuant to the provisions for a new lease, if any, contained in the Lease, each sublease shall, if Beneficiary so elects, remain in full force and effect and the subtenant shall attorn to Beneficiary or its assignee.

6.21.8 Trustor shall exercise any option or right to renew or extend the term of the Lease at least six months prior to the date of termination of any such option or right, shall give immediate written notice thereof to Beneficiary, and shall execute, deliver and record any documents requested by Beneficiary to evidence the lien of this Deed of Trust on such extended or renewed lease term. If Trustor fails to exercise any such option or right as required herein, Beneficiary may exercise the option or right as Trustor's agent and attorney-in-fact pursuant to this Deed of Trust, or in Beneficiary's own name or in the name of and on behalf of a nominee of Beneficiary, as Beneficiary elects in its sole and absolute discretion.

6.21.9 Trustor hereby assigns to Beneficiary a security interest in all prepaid rents and security deposits and all other

security which the landlord under the Lease holds for the performance of Trustor's obligations thereunder.

6.21.10 Upon request, Trustor shall deposit with Beneficiary Trustor's original executed copy of the Lease, as further security to Beneficiary, until all of the obligations secured hereby have been fully performed.

6.21.11 Promptly upon demand by Beneficiary, Trustor shall use its best efforts to obtain and deliver to Beneficiary an estoppel certificate executed by the landlord under the Lease stating the date through which rent has been paid, whether or not there are any defaults, and the specific nature of any claimed defaults.

6.21.12 Trustor shall immediately notify Beneficiary in writing of any request by either party to the Lease for arbitration, appraisal or other proceedings relating to the Lease and of the institution of any such proceedings. Trustor shall promptly deliver to Beneficiary a copy of all determinations in any such proceeding. Beneficiary shall have the right, following written notice to Trustor, to participate in any such proceeding in association with Trustor or on its own behalf as an interested party. Trustor shall notify Beneficiary promptly in writing of the institution of any legal proceedings involving obligations under the Lease. Beneficiary may intervene in any such legal proceedings and be made a party thereto. Trustor shall promptly provide Beneficiary with a copy of any decision rendered in connection with any such proceedings.

6.21.13 To the extent permitted by law, the price payable by Trustor or any other party in the exercise of the right of redemption, if any, from any sale under, or decree of foreclosure of, this Deed of Trust, shall include all rents and other amounts paid and other sums advanced by Beneficiary on behalf of Trustor as the tenant under the Leases.

6.21.14 As used in this Deed of Trust, the "Bankruptcy Code" shall mean 11 U.S.C. §§ 101 et seq., as modified and/or recodified from time to time. Notwithstanding anything to the contrary contained herein with respect to the Lease:

(a) The lien of this Deed of Trust attaches to all of Trustor's rights under Subsection 365(h) of the Bankruptcy Code, including, without limitation, Trustor's rights to remain in possession of the Property.

(b) Trustor shall not, without Beneficiary's prior written consent, elect to treat the Lease as terminated under Subsection 365(h)(1) of the Bankruptcy Code. Any such election without such consent shall, at Beneficiary's option, be void.

(c) As security for the Secured Obligations, Trustor hereby irrevocably assigns to Beneficiary all of Trustor's rights to damages arising from any rejection by the landlord under the Lease under the Bankruptcy Code. At Beneficiary's election, Beneficiary and Trustor shall proceed jointly or in the name of Trustor in respect of any claim or proceeding relating to the rejection of the Lease, including without limitation the right to file and prosecute any proofs of claim, complaints, motions and other documents in any case in respect of such landlord under the Bankruptcy Code. This assignment shall continue in effect until all of the obligations secured hereby have been satisfied in full. Any amounts received by Beneficiary or Trustor as damages arising from the rejection of the Lease as aforesaid shall be applied first to all costs reasonably incurred by Beneficiary (including attorneys' fees) in connection with this subsection (c) and then in accordance with the other applicable provisions of this Deed of Trust.

(d) If, pursuant to the Bankruptcy Code, Trustor seeks to offset against the rent reserved in the Lease the amount of any damages caused by the nonperformance of the landlord's obligations after the rejection by the landlord of the Lease, Trustor shall, prior to effecting such offset, notify Beneficiary in writing of its intent to do so, setting forth the amounts proposed to be offset and, in the event that Beneficiary objects, Trustor shall not effect any offset of the amounts to which Beneficiary objects.

(e) If any legal proceeding is commenced with respect to the Lease in connection with any case under the Bankruptcy Code, Beneficiary and Trustor shall cooperatively conduct any such proceeding with counsel reasonably agreed upon between Trustor and Beneficiary. Trustor shall, upon demand, pay to Beneficiary all costs (including attorneys' fees) reasonably incurred by Beneficiary in connection with any such proceeding.

(f) Trustor shall immediately notify Beneficiary orally upon learning of any filing by or against any landlord of a petition under the Bankruptcy Code. Trustor shall thereafter promptly give written notice of such filing to Beneficiary, setting forth any information available to Trustor with respect to the date of such filing, the court in which such petition was filed, and the relief sought therein. Trustor shall promptly deliver to Beneficiary all notices, pleadings and other documents received by Trustor in connection with any such proceeding.

6.21.15 Trustor hereby represents and warrants to Beneficiary, with respect to the Lease, as follows: (i) the Lease is in full force and effect; (ii) Trustor owns the entire tenant's

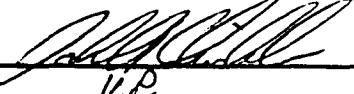


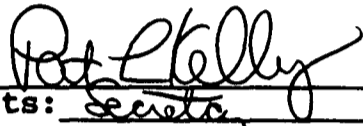
interest under the Lease and has the right under the Lease to execute this Deed of Trust; and (iii) no default under the Lease by Trustor remains uncured, nor has any event occurred which, with the passage of time or service of notice or both, would constitute such a default.

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

"Trustor":

RIGEL CORPORATION, a Nebraska corporation

By:   
Its: VP

By:   
Its: Secretary



BOOK 3545 PAGE 364

Exhibit "A"  
(Legal Description)

The North 230 feet of the West 155 feet of Lot 1, Cynet Commercial Plaza, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

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Exhibit "A"  
Page 1 of 1

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Corp-Right Leasehold  
Deed of Trust (10-88)

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