

59803

**JOINDER AND CONSENT OF AMERICAN NEBRASKA, INC.
TO AMENDED AND RESTATED MEMORANDUM OF LEASE AGREEMENT**

In consideration of the mutual covenants and obligations made and undertaken by the parties in the Amended and Restated Memorandum of Lease Agreement, American Nebraska, Inc., a Nebraska corporation, hereby agrees and consents to the terms and provisions contained therein.

AMERICAN NEBRASKA, INC., a
Nebraska corporation

By: [Signature]
Its: Vice President

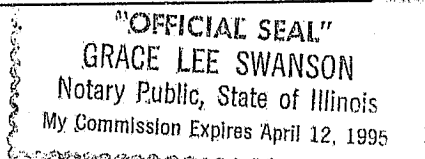
STATE OF Illinois)
County of Cook) ss.

On this 14th day of December, 1992, before me, a Notary Public, personally appeared Robert L. Smith, known to me to be the Vice President of American Nebraska, Inc., a Nebraska corporation, and having authority so to do, did acknowledge the foregoing instrument to be the act and deed of said corporation and that the same was executed for the purposes therein contained.

WITNESS my hand and seal.

[Signature]
Notary Public

My commission expires:



Z

When recorded, return to:

K. David Lindner, Esq.
O'Connor Cavanagh
One East Camelback Road, Suite 1100
Phoenix, Arizona 85012-1656

AMENDED AND RESTATED MEMORANDUM OF LEASE AGREEMENT

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE AGREEMENT is dated as of the 15 day of December, 1992, between American Nebraska Limited Partnership, an Illinois limited partnership ("Lessor"), whose address is c/o Heitman Equities Corporation, 180 North LaSalle Street, Chicago, Illinois 60601, and Metropolitan Federal Bank, fsb, a federally chartered savings bank ("Lessee") whose address is 6800 France Avenue South, Suite 600, Minneapolis, Minnesota 55435.

WITNESSETH:

1. American UTF, Inc., a Nebraska corporation ("UTF"), as landlord, and American Charter Savings and Loan Association, a federally chartered association ("American Charter"), as tenant, entered into a Lease Agreement, dated as of October 6, 1983 ("Lease", the defined terms of which shall have the same meaning herein unless otherwise indicated), with reference to certain parcels of real property more particularly described in Exhibit A, attached hereto and incorporated herewith, together with all buildings, facilities, fixtures and other improvements located thereon (collectively "Premises");

2. Lessor is successor in interest to all of UTF's right, title and interest in and to the Lease;

3. Lessee is successor by merger of all right, title and interest of American Charter in and to the Lease;

4. The Lease has been amended by that certain Amendment to Lease Agreement, of even date herewith, executed by Lessor and Lessee.

5. The names and addresses of the parties thereto are amended as stated on Exhibit B attached hereto and incorporated herewith.

(a) This Amended and Restated Memorandum of Lease Agreement may be executed in counterparts.

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6. The interim term of the Lease commenced October 6, 1983, and terminated October 31, 1983, and the primary term commenced November 1, 1983, and terminates after 20 years unless extended pursuant to the Lease.

7. Lessee's option to extend the term of the Lease Term (as defined in the Lease) is amended to provide for up to 2 successive periods of 5 years each by giving Lessor written notice of its election to extend the term at least 18 months prior to the end of the term then in effect.

8. Lessee does not hold any option to purchase the Premises other than certain events of casualty and condemnation with respect to the Premises.

This Amended and Restated Memorandum of Lease Agreement only summarizes certain provisions of the Lease, consequently; reference to the Lease should be made for a more complete description of the provision of the Lease and the rights and obligations of the parties under the Lease.

IN WITNESS WHEREOF; the parties hereto have caused this Amended and Restated Memorandum of Lease Agreement to be executed by their respective officers duly authorized as of the day and year first above written; for the-purpose of providing an instrument for recording.

"LESSEE":

METROPOLITAN FEDERAL BANK, fsb,
a federally chartered savings bank

By: Stephen K. O'Neal
Its: Vice President

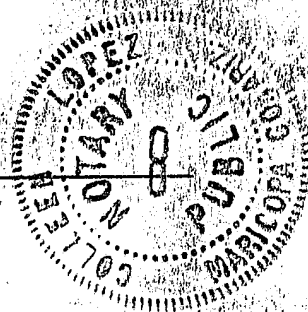
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STATE OF Arizona)
COUNTY OF Maricopa) ss.

On this the 12th day of December, 1992, before me, the undersigned Notary Public, personally appeared Stephen K. O'Neal, the Vice President of Metropolitan Federal Bank, fsb, a federally chartered savings bank, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself.



Notary Public



My commission expires:

My Commission Expires Nov. 9, 1995

STATE OF _____)
COUNTY OF _____) ss.

On this the _____ day of _____, 1992, before me, the undersigned Notary Public, personally appeared _____, the _____ of Heitman Equities Corporation, a Delaware corporation, as a General Partner of American Nebraska Limited Partnership, an Illinois limited partnership, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself.

Notary Public

My commission expires:

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"LESSOR":

AMERICAN NEBRASKA LIMITED
PARTNERSHIP, an Illinois
limited partnership

By: Heitman Equities Corporation, a
Delaware corporation, as general
partner

By: *[Signature]*
Its: *[Signature]*

By: *[Signature]*
Theodore P. Netzky
General Partner

By: _____
Martin S. Appel
General Partner

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STATE OF _____)
COUNTY OF _____) ss.

On this the _____ day of _____, 1992, before me, the undersigned Notary Public, personally appeared _____, the _____ of Metropolitan Federal Bank, fsb, a federally chartered savings bank, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself.

Notary Public

My commission expires:

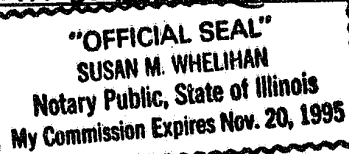
STATE OF Illinois)
COUNTY OF Cook) ss.

On this the 11th day of December, 1992, before me, the undersigned Notary Public, personally appeared Roger E. Smith, the Vice President of Heitman Equities Corporation, a Delaware corporation, as a General Partner of American Nebraska Limited Partnership, an Illinois limited partnership, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself.

Susan M. Whelan
Notary Public

My commission expires:

11/20/95



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STATE OF Illinois)
COUNTY OF Cook) ss.

On this the 14th day of December, 1992, before me, the undersigned Notary Public, personally appeared Theodore P. Netzky, who acknowledged himself to be a General Partner of **American Nebraska Limited Partnership**, an Illinois limited partnership, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself.

Susan M. Whelan
Notary Public

"OFFICIAL SEAL"
SUSAN M. WHELAN
Notary Public, State of Illinois
My Commission Expires Nov. 20, 1995

My commission expires:

STATE OF _____)
COUNTY OF _____) ss.

On this the _____ day of _____, 1992, before me, the undersigned Notary Public, personally appeared Martin S. Appel, who acknowledged himself to be a General Partner of **American Nebraska Limited Partnership**, an Illinois limited partnership, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself.

Notary Public

My commission expires:

J

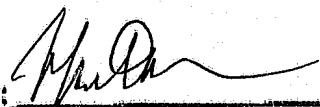
"LESSOR":

AMERICAN NEBRASKA LIMITED
PARTNERSHIP, an Illinois
limited partnership

By: Heitman Equities Corporation, a
Delaware corporation, as general
partner

By: _____
Its: _____

By: _____
Theodore P. Netzky
General Partner

By: 
Martin S. Appel
General Partner

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STATE OF _____)
COUNTY OF _____) ss.

On this the _____ day of _____, 1992, before me, the undersigned Notary Public, personally appeared Theodore P. Netzky, who acknowledged himself to be a General Partner of **American Nebraska Limited Partnership**, an Illinois limited partnership, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself.

Notary Public

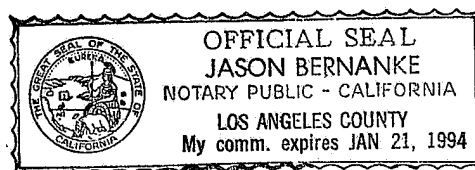
My commission expires:

STATE OF California)
COUNTY OF Los Angeles) ss.

On this the 12th day of December, 1992, before me, the undersigned Notary Public, personally appeared Martin S. Appel, who acknowledged himself to be a General Partner of **American Nebraska Limited Partnership**, an Illinois limited partnership, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited partnership by himself.

Jason Bernanke
Notary Public

My commission expires:
1-21-94



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The undersigned hereby consent to the foregoing Amended and Restated Memorandum of Lease Agreement.

RALPH EDWARDS PRODUCTIONS, a
California corporation

By: 
Gary Edwards

Its: Vice President

ARKELL CHARITABLE TRUST, a
charitable trust established
under the laws of the State of
California

By: _____
Joel Mogy, Trustee

1/

The undersigned hereby consent to the foregoing Amended and Restated Memorandum of Lease Agreement.

RALPH EDWARDS PRODUCTIONS, a
California corporation

By: _____
Gary Edwards

Its: Vice President

ARKELL CHARITABLE TRUST, a
charitable trust established
under the laws of the State of
California

By: Joel Mogy Trustee
Joel Mogy, Trustee

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STATE OF CALIFORNIA)

County of Los Angeles)

ss.

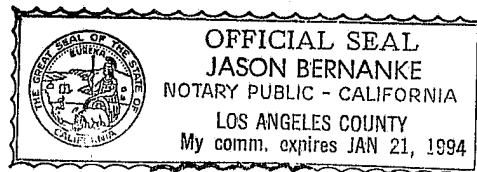
On this 11th day of December, 1992, before me, the undersigned Notary Public, personally appeared Gary Edwards, the Vice President of Ralph Edwards Production, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal.

Jason Bernanke
Notary Public

My commission expires:

1-21-94



STATE OF CALIFORNIA)

County of Los Angeles)

ss.

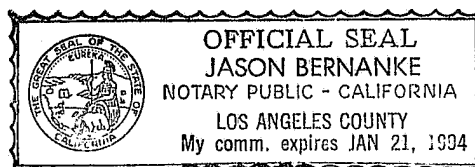
On this 11th day of December, 1992, before me, the undersigned Notary Public, personally appeared Joel Mogy, the Trustee of Arkell Charitable Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal.

Jason Bernanke
Notary Public

My commission expires:

1-21-94



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EXHIBIT A

Legal Description

The West 10 feet of Lot 4 and all of Lot 5 and Lot 6, Block 65, Original Lincoln, Lancaster County, Nebraska; and

Lots 36, 37 and 38, Block 1, Bishop Heights, Lincoln, Lancaster County, Nebraska and a portion of Lot 7, Block 5, Bishop Heights, Lincoln, Lancaster County, Nebraska described as beginning at the Southeast corner of Lot 38, Block 1, Bishop Heights; thence East along the South line of said Lot 38, as extended East a distance of 150 feet; thence North along a straight line a distance of 331.54 feet to its intersection with the Southeasterly line of Block 1, Bishop Heights at a point 217.65 feet Southwesterly of the Southwest corner of Lot 31, said Block 1; thence southwesterly along the southeasterly line of said Block 1 a distance of 197.05 feet more or less to the Northeast corner of Lot 37, said Block 1; thence southerly along the East lines of Lots 37 and 38, said Block 1, a distance of 203.3 feet, to the point of beginning; and

Tract I: The South 186.5 feet of Lots 1 and 2 and the East 60 feet of the South 186.5 feet of Lot 3, Third Addition to Normal, Lincoln, Lancaster County, Nebraska, except those portions conveyed to the City of Lincoln, Nebraska, described as follows:

Beginning at the Southeast corner of said Lot 1; thence North along the East line of said Lot 1 a distance of 21.5 feet; thence southwesterly along a straight line a distance of 31.48 feet to the intersection with the South line of said Lot 1 at a point located 23.0 feet West of the Southeast corner thereof; thence East along the South line of said Lot 1 a distance of 23.0 feet to the point of beginning,

AND

Beginning at the Southeast corner of said Lot 3, said point located 33.0 feet North of the South line of said NE 1/4; thence West along the South line of said Lot 3 a distance of 60.0 feet; thence North along a line perpendicular to the South line of said Lot 3 a distance of 9.0 feet; thence East along a line located 9.0 feet North of and parallel with the South line of said Lots 1, 2 and 3 a distance of 285.5 feet to the point of tangency with a circular curve; thence northerly along the arc of said circular curve bearing to the left, whose central angle is 90 degrees 00 minutes, whose radius is 22.0 feet and whose tangent length is 22.0 feet, a distance of 34.58 feet to the East line of said Lot 1; thence South along the East line of said Lot 1 a distance of 9.5 feet; thence southwesterly along the southeasterly line of said Lot 1 a distance of 31.48 feet; thence West along the South line of said Lots 1 and 2 a distance of 224.5 feet to the point of beginning,

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Tract IA: Easement for the benefit of Tract I as created by Parking Agreement dated June 4, 1982, and recorded June 4, 1982 as Instrument No. 82-8213 for motor vehicle parking and pedestrian travel over and across the land described as follows: All of Lot 119, an Irregular Tract in the NE 1/4 of Section 31, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska AND Lots 1 and 2, except the South 190 feet thereof and the East 60 feet of Lot 3, except the South 190 feet thereof, Third Addition to Normal, all in Lincoln, Lancaster County, Nebraska; subject to the terms, provisions and conditions set forth in said instrument; and

Lot 4, Block 140, Original City of Omaha, Douglas County, Nebraska; and

The South 63 feet of Lot 4 and Lot 5, subject to the rights of the City of Omaha for street purposes in and to the South 20 feet thereof, and Lot 8, all in Block 4, West Dodge, an Addition to the City of Omaha, Douglas County, Nebraska; and

Lots 3, 4 and 5, Sunshine Farms, an Addition to the City of Omaha, Douglas County, Nebraska; and

Lot 1, Huntington Park Replat II, Sarpy County, Nebraska, together with a nonexclusive permanent easement for purposes of ingress and egress over through and across property described as the North 30 feet of Lot 2, Huntington Park Replat II, Sarpy County, Nebraska as specifically set forth in the Easement Agreement dated September 27, 1983 and filed in Book 56, Page 628, Miscellaneous Records, Sarpy County, Nebraska; and

The East 10 feet of Lot 11 and all of Lot 12, Block 36, Original Town of Beatrice, Gage County, Nebraska; and

Lots 2, 3, 4, 5 and 6, Block 19, Phillips Third Addition to the City of Columbus, Platte County, Nebraska, except that portion deeded to the City of Columbus described as follows: All that part thereof lying North of a circular curved line, with a radius of 117 feet, beginning at a point on the South line of 23rd Street of said City, 150 feet East and 33 feet South of the intersection of the center lines of 23rd Street and 23rd Avenue of said City, thence running in a Southwesterly direction on a circular curve to the left with a radius of 117 feet to a point where this curved line intersects the East line of said 23rd Avenue; and

Lots 1, 2, 3, 4 and 5, in Stone and Lyman's Subdivision of Lots 20, 21, 22, 23 and 24, Block 14, Original Town, now City of Hastings, AND Lots 18 and 19, Block 14, Original Town, now City of Hastings, Adams County, Nebraska; and

The East 85 feet of Lots 95 and 96, Original Town of Kearney Junction, now the City of Kearney, Buffalo County, Nebraska; and

The North 80 feet of the West 30 feet of Lot 4 and the North 80 feet of Lots 5 and 6, Block 37, Original Town of Plum Creek, now City of Lexington, Dawson County, Nebraska; and

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Lots 1, 2, 3, 4 and 5, Block 17, Original Town of McCook, Red Willow County, Nebraska;
and

The South 1/2 of Lot 5, Block 143, Original Town of North Platte, Lincoln County,
Nebraska; and

Lots 7 and 8 and the West 17 2/3 feet of Lot 9, Block 37, and the South 1/2 of the vacated
alley adjoining said Lots 7, 8 and 9 on the North, Cloyd's Addition, Seward, Seward County,
Nebraska; and

The South 115 feet of Lot 19, Evergreen Addition to the City of Valentine, Cherry County,
Nebraska; and

The West 70 feet of Lots 7, 8, 9 and 10, Block 14, Original Town of Wymore, Gage County,
Nebraska; and

Lots 6 and 7, and the South 5 feet 4 1/2 inches of Lot 8, Block 58, Original Town of York,
York County, Nebraska.

AND

Leasehold estate in and with regard to Lots 7, 8 and 9, Block 65, Original Lincoln, Lancaster
County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing January
1, 1949 for a time expiring December 31, 2048 filed February 21, 1950 in Book 442, Page
131 executed by St. Mary's Cathedral of Lincoln, Nebraska, Lessor, and Lincoln
Development Company, Lessee; and leasehold estate in and with regard to Lot 10, Block
65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July
28, 1948 commencing, January 1, 1949 for a time expiring December 31, 2048 and filed
December 10, 1949 in Book 438, Page 673 executed by St. Mary's Cathedral of Lincoln,
Nebraska, Lessor, and the Lincoln Telephone and Telegraph Company, Lessee, assigned by
Lessee to Lincoln Development Company by the Instrument filed February 21, 1950 in Book
442, Page 123; the entirety of such leasehold estate having been assigned by Lessee, Lincoln
Development Company -to- State Federal Savings and Loan Association by the instrument
dated June 16, 1980 and filed June 19, 1980 as Instrument Number 80-11152 as further
assigned by Lessee to American Charter Federal Savings and Loan Association by the
Instrument dated September 15, 1983 and filed September 16, 1983 as Instrument Number
83-19237 as further assigned by Lessee, American Charter Federal Savings and Loan
Association to American UTF, Inc. by the Instrument dated and filed October 5, 1983 as
Instrument Number 83-20995 as further assigned by Lessee, American UTF, Inc. to
American ICL II, Inc. by assignment dated March 6, 1984, recorded March 27, 1984 as
Instrument Number 84-6763; and further assigned by Lessee, American ICL II, Inc. to
American Nebraska, Inc. by the Instrument dated October 15, 1984, recorded October 19,
1984 as Instrument Number 84-25723; Records of Lancaster County, Nebraska.

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EXHIBIT B
to
Amended and Restated Memorandum of Lease Agreement
between American Nebraska Limited Partnership,
an Illinois limited partnership,
and
Metropolitan Federal Bank, fsb,
a federally chartered savings bank
Dated December ___, 1992

Names and Addresses

1. American Nebraska Limited Partnership
c/o Heitman Equities Corporation
180 North LaSalle Street
Chicago, Illinois 60601
2. Metropolitan Federal Bank, fsb
6800 France Avenue South
Suite 600
Minneapolis, Minnesota 55435

BLOCK

CODE 30000002

CHECKED

ENTERED

EDITED

LANCASTER COUNTY, NEB

REGISTER OF DEEDS

Dec 16 3 13 PM '92

INST. NO. 92 56803

88.00