

Recording Requested By,  
And After Recording, Return To:  
Richard L. Anderson, Esq.  
Croker, Huck, Kasher, DeWitt,  
Anderson & Gonderinger, L.L.C.  
2120 South 72nd Street, Suite 1200  
Omaha, Nebraska 68124

MEMORANDUM OF COLLATERAL ASSIGNMENT OF UTF NOTE,  
UTF DEED OF TRUST AND ASSIGNMENT OF RENTS AND LEASES

**RALPH EDWARDS PRODUCTIONS**, a corporation established under the laws of California ("Assignor"), hereby collaterally assigns to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking organization ("Assignee"), all of Assignor's right, title and interest in the instruments described as that certain promissory note (the "Note"), dated October 6, 1983, by American UTF, Inc. in favor of Greycas, Inc., as amended by the First Amendment to Promissory Note dated December 15, 1992, and as further amended by the Second Amendment to Promissory Note dated as of the 25<sup>th</sup> day of February, 2005 between Ralph Edwards Productions and American Nebraska Limited Partnership, as the same may be amended, renewed, or extended from time to time. This note is secured by the UTF Deeds of Trust and the UTF Assignment of Leases, described on Exhibit B, attached hereto, pertaining to the real property as more fully described on Exhibit A attached hereto. Assignor shall deliver to Assignee the original of the Note.

The terms and provisions of this Collateral Assignment of UTF Note, UTF Deed of Trust and Assignment of Rents and Leases are governed by a Security Agreement (the "Security Agreement"), of even date herewith, executed by Assignor and Assignee. Assignor agrees not to remove the Trustee of the UTF Deeds of Trust without prior written consent of Assignee. Any parties interested in the terms and provisions of such Security Agreement should contact Richard L. Anderson, CROKER, HUCK, KASHER, DeWITT, ANDERSON & GONDERINGER, L.L.C., 2120 South 72<sup>nd</sup> Street, Suite 1200, Omaha, Nebraska, 68124, (402) 391-6777, or the Assignee at its location at 20<sup>th</sup> and Farnam Streets, in Omaha Nebraska.

DATED as of the 28 day of August, 2015.

By: Martin S. Appel  
Martin S. Appel, President

[illegible]

STATE OF CALIFORNIA )  
 )  
 ) ss.  
COUNTY OF LOS ANGELES )

Signature Kathryn Dawn Prover

My commission expires: August 19, 2018


 **KATHRYN DAWN GROVER**  
Commission # 2078716  
Notary Public - California  
Los Angeles County  
My Comm. Expires Aug 19, 2018

Exhibit A

Legal Description of Property

**PARCEL A: Lot 4, Block 140, Original City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.**

**PARCEL B: The West 10 feet of Lot 4 and all of Lot 5 and 6, Block 65, Original Lincoln, Lancaster County, Nebraska.**

**PARCEL C: Leasehold interest in Lots 7, 8, 9 and 10, Block 65, Original Lincoln, Lancaster County, Nebraska.**

**PARCEL D:** 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 203.03 feet to the point of beginning, Lancaster County, Nebraska.

**PARCEL H: Lots 2, 3, 4, 5 and 6, Block 19, Phillips Third Addition to the City of Columbus, Platte County, Nebraska, EXCEPT that part deeded to the City of Columbus described as follows: All that part thereof lying North of a circular curved line having 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 centerlines of 23rd Street and 23rd Avenue of said city; thence running in a Southwesterly direction on a circular curve to the left having a radius of 117 feet, to a point where this curved line intersects the East line of said 23rd Avenue.**

## Exhibit B

### Collateral:

All right, title and interest of Ralph Edwards Productions ("REP") in and to the UTF Loan Instruments and all income, profits, right to receive payments of principal and interest, rents, issues, revenue, royalties, bonuses and other amounts now or hereafter payable pursuant to the provisions thereof, and all rights, benefits, privileges and choses in action arising thereunder in favor of REP; proceeds from title or other insurance policies collectable pursuant to the UTF Loan Instruments, commitments or binders; all rights to payments, monies and claims for monies due or to become due under the UTF Loan Instruments, and in all proceeds thereof, substitutions therefor, and any modifications or replacements thereof, including, but not limited to, the Properties and other real estate interests realized or received if any of the UTF Deeds of Trust are foreclosed and any Properties or other real estate interests are purchased at a foreclosure sale (judicial or nonjudicial); accounting ledgers, records, information and data, computer printouts and programs, appraisal reports and other written materials in REP's possession or custody that relate to the UTF Loan Instruments, the Properties together with all rights, powers and options (but none of the obligations) of REP under the UTF Loan Instruments, whether now existing or hereafter acquired; and in any and all proceeds of the foregoing and in all proceeds of proceeds.

The UTF Loan Instruments and other relevant terms are defined as follows:

American UTF. American UTF, Inc. and its successors and assigns.

AN Partnership. American Nebraska Limited Partnership.

Properties. Properties is defined as the real estate described on Exhibit A-1 and A-2.

UTF Assignment of Leases. The Assignments of Leases, each dated October 6, 1983, between American UTF in favor of Greycas, Inc., an Arizona corporation, as amended by the Amendment to Deed of Trust and Assignment of Leases, dated March 2, 1984, and as further amended by the Second Amendments to Deeds of Trust and Assignment of Leases dated as of December 15, 1992 between REP and AN Partnership, and as further amended by seven (7) Third Amendments to Deeds of Trust and Assignment of Leases dated as of February 25, 2005 between REP and AN Partnership, as the same may be amended, renewed or extended from time to time.

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All Rights to Payment (Rev. 06/06)

DB04/1001907.0001/12118186.2

UTF Deeds of Trust. Seven (7) Deeds of Trust and Security Agreements, each dated October 6, 1983, executed by American UTF in favor of Greycas, Inc., an Arizona corporation, as beneficiary, and naming National Bank of Commerce Trust and Savings Association, as trustee, as amended by an Amendment to Deed of Trust and Assignment of Leases, dated March 2, 1984, as further amended by the seven (7) Second Amendments to Deeds of Trust and Assignment of Leases dated as of December 15, 1992 between REP and AN Partnership, and as further amended by seven (7) Third Amendments to Deeds of Trust and Assignment of Leases dated as of February 25, 2005 between REP and AN Partnership, as the same may be amended, renewed or extended from time to time.

UTF Loan Instruments. The UTF Note, the UTF Deeds of Trust and the UTF Assignment of Leases, together with the UTF UCC-1 Financing Statements, as collaterally assigned to Lender by the eight (8) Collateral Assignments of Note, Deed of Trust and Assignment of Leases, of even date herewith, executed by REP in favor of Lender.

UTF Note. The Promissory Note, dated October 5, 1983 in the original principal amount of \$29,491,971.00 executed by American UTF in favor of Greycas, Inc., as amended by the First Amendment to Promissory Note dated December 15, 1992 between REP and AN Partnership, and as further amended by that certain Second Amendment to Promissory Note dated as of February 25, 2005 between REP and AN Partnership, as the same may be amended, renewed or extended from time to time.

UTF UCC-1 Financing Statements. The UCC-1 Financing Statements executed by American UTF in connection with the security interests granted to Greycas, Inc. an Arizona corporation under the UTF Deeds of Trust, as assigned by Greycas, Inc. to REP, as the same may be amended, renewed or extended from time to time.

Pertains to Memo of Lease at Inst. No. 83-20996; Deed of Trust and Security Agreement at Inst. No. 83-20997; Assignment of Leases at Inst. No. 83-20998; Deed of Trust at Inst. No. 92-56810; Assignment of Leases and Rents at Inst. No. 92-56811; Wraparound Deed of Trust at Inst. No. 84-25724; Assignment of Rents and Leases at Inst. No. 84-25725; Lease Agreement at Inst. No. 83-20985; Deed of Trust at Inst. No. 83-20986; Assignment of Leases at Inst. No. 83-20987; Lease Agreement at Inst. No. 83-20990; Deed of Trust and Security Agreement recorded at Inst. No. 83-20991; and Assignment of Leases recorded at Inst. No. 83-20992. Deed of Trust at Inst. No. 92-56807; Wraparound Deed of Trust at Inst. No. 84-25740; Assignment of Rents and Leases at Inst. No. 84-25741; Wraparound Deed of Trust at Inst. No. 84-25732; Assignment of Rents and Leases at Inst. No. 84-25733.