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When recorded, return to:

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DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") is made as of this 15 day of Dec, 1992, by and among AMERICAN NEBRASKA LIMITED PARTNERSHIP, an Illinois limited partnership ("Trustor"), CHICAGO TITLE INSURANCE COMPANY ("Trustee") and GREYCAS, INC., an Arizona corporation ("Beneficiary").

RECITALS

WHEREAS, Trustor holds fee simple title to eighteen (18) parcels of real property located in various cities and counties in the State of Nebraska, subject to the liens, collateral assignments and security interests created under the Original UTF Loan Instruments (as defined below) and the Original Wrap Loan Instruments (as defined below); and

WHEREAS, American Nebraska, Inc., a Nebraska corporation, ("AN Corporation") holds the lessee's interest in two (2) leasehold estates created pursuant to two ground leases appurtenant to one (1) of the fee parcels (the "Church Leases"); and

WHEREAS, the eighteen (18) parcels, the two (2) Church Leases, and all buildings and structures thereon are more fully described in the REP Purchase Agreement (as defined below); and

WHEREAS, the interest of Trustor in one (1) of the aforesaid parcels is described on Exhibit A attached hereto and, for convenience of reference, is hereinafter referred to as the "Trust Property"; and

WHEREAS, the interest of Trustor in the remaining parcels is hereinafter referred to as the "Other Property"; and

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WHEREAS, the Trust Property and the Other Property are collectively referred to as the "Properties"; and

WHEREAS, Ralph Edwards Productions, a California corporation ("REP"), a limited partner of Trustor, has executed and delivered to Beneficiary a Promissory Note, of even date, in the principal sum of \$22,000,000 ("REP Promissory Note No. 1"), and a Promissory Note, of even date, in the principal sum of \$500,000 ("REP Promissory Note No. 2"), both of which are hereafter referred to as the "REP Promissory Notes," and a Cash Participation Agreement, of even date (the "Cash Participation Agreement"); and

WHEREAS, Trustor, REP, Beneficiary, AN Corporation and Arkell Charitable Trust, a charitable trust established under the laws of the State of California pursuant to a Declaration of Trust dated November 16, 1992, executed by Joel Mogy as trustor and as trustee ("Charitable Trust"), have entered into an Agreement for Purchase and Sale of Loan Instruments, of even date ("REP Purchase Agreement"), pursuant to which Trustor, REP, AN Corporation and Charitable Trust executed and delivered for the benefit of Beneficiary, the AN Partnership Loan Instruments, the REP Loan Instruments, the AN Corporation Loan Instruments and the Charitable Trust Loan Instruments, respectively (each as defined below); and

WHEREAS, the terms, provisions and conditions of the REP Promissory Notes and Cash Participation Agreement are incorporated herein by reference as fully and with the same force and effect as if recited herein at length; and

WHEREAS, payment of the REP Promissory Notes and the Cash Participation Agreement and the other Obligations as defined below, are secured by this Deed of Trust and by seventeen (17) other separate Deeds of Trust, (the "Other AN Partnership Deeds of Trust") and by an Assignment of Leases (the "AN Partnership Assignment of Leases"), and by the AN Corporation Deed of Trust and by the AN Corporation Assignment of Leases (both as defined in the REP Purchase Agreement); and

WHEREAS, the Properties were originally leased to American Charter Federal Savings and Loan Association ("American Charter"), under eighteen (18) separate lease agreements (collectively, the "American Charter Lease Agreements" and separately, an "American Charter Lease Agreement") and subsequently transferred by merger of American Charter with and into Metropolitan Savings Bank, fsb, a federally chartered savings bank ("Metropolitan"); and

WHEREAS, the following terms as used in this Deed of Trust shall have the meanings ascribed to them below. Capitalized terms not otherwise defined in this Deed of Trust shall have the meanings ascribed to them in the REP Purchase Agreement.

(a) **AN Corporation Loan Instruments.** Collectively, the AN Corporation Deed of Trust, the AN Corporation Assignment of Leases, the AN Corporation

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UCC-1 Financing Statements, and the REP Purchase Agreement, and such other agreements or instruments as AN Corporation executes or delivers to or for the benefit of Beneficiary, each as may be amended, supplemented, renewed or extended from time to time;

(b) **AN Corporation Obligations.** All amounts to be paid and all obligations to be performed by AN Corporation under the AN Corporation Deed of Trust, the AN Corporation Assignment of Leases, and the REP Purchase Agreement, each as may be amended, supplemented, renewed or extended from time to time, and under such other agreements or instruments as AN Corporation executes or delivers to or for the benefit of Beneficiary.

(c) **AN Partnership Loan Instruments.** Collectively, the AN Partnership Deeds of Trust (including this Deed of Trust), the AN Partnership Assignment of Leases, the AN Partnership UCC-1 Financing Statements, the REP Purchase Agreement, and the ICL I Purchase Agreement, and such other agreements or instruments as Trustor executes and delivers to or for the benefit of Beneficiary, each as may be amended, supplemented, renewed or extended from time to time;

(d) **AN Partnership Obligations.** All amounts to be paid and all obligations to be performed by AN Partnership under the AN Partnership Deeds of Trust (including this Deed of Trust), the AN Partnership Assignment of Leases and the REP Purchase Agreement, each as may be amended, supplemented, renewed or extended from time to time, and under such other agreements or instruments as AN Partnership executes or delivers to or for the benefit of Beneficiary.

(e) **Charitable Trust Loan Instruments.** Collectively, the Charitable Trust Security Agreement, the Charitable Trust UCC-1 Financing Statements, the REP Purchase Agreement, and the ICL I Purchase Agreement, and such other agreements or instruments as Charitable Trust executes or delivers to or for the benefit of Beneficiary, each as may be amended, supplemented, renewed or extended from time to time;

(f) **Charitable Trust Obligations.** All amounts to be paid and all obligations to be performed by Charitable Trust under the Charitable Trust Security Agreement, the REP Purchase Agreement, and the ICL I Purchase Agreement, each as may be amended, supplemented, renewed or extended from time to time, and under such other agreements or instruments as Charitable Trust executes or delivers to or for the benefit of Beneficiary.

(g) **Lease Amendment.** The Amendment to Lease Agreement, of even date, between Trustor, as lessor, and Metropolitan, as lessee, and consented to by Beneficiary, that amends certain provisions of the American Charter Lease Agreement encumbering the Trust Property;

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(h) **Other Leases.** Any leases, subleases or occupancy agreements, other than the Metropolitan Lease Agreement, under which a Person hereafter acquires or holds a possessory interest in the Trust Property or in any space within the buildings or improvements thereon;

(i) **Metropolitan Lease Agreement.** The American Charter Lease Agreement, as amended by the Lease Amendment, encumbering the Trust Property, as may be further amended, supplemented, renewed or extended from time to time;

(j) **Obligations.** Collectively, the REP Obligations, the Charitable Trust Obligations, the AN Corporation Obligations and the AN Partnership Obligations;

(k) **Original UTF Loan Instruments.** Collectively, the UTF Loan Agreement, the UTF Deeds of Trust and the UTF Assignment of Leases, together with the UTF UCC-1 Financing Statements; and

(l) **Original Wrap Loan Instruments.** The Wrap Notes, the Wrap Deeds of Trust, the Wrap Assignment of Leases and the Wrap UCC-1 Financing Statements.

(m) **REP Loan Instruments.** Collectively, the REP Security Agreement, the REP UCC-1 Financing Statements, the REP UCC-3 Change to Financing Statements, the REP Purchase Agreement, the REP Promissory Notes and the Cash Participation Agreement, and such other agreements or instruments as REP executes or delivers to or for the benefit of Beneficiary, each as may be amended, supplemented, renewed or extended from time;

(n) **REP Obligations.** All amounts to be paid and all obligations to be performed by REP under the REP Promissory Notes, the Cash Participation Agreement, the REP Security Agreement, the REP Purchase Agreement, the ICL I Purchase Agreement, each as may be amended from time to time, and under such other promissory notes, evidences of indebtedness, agreements and instruments that REP executes or delivers to or for the benefit of Beneficiary;

WHEREAS, all capitalized terms not defined in this Deed of Trust shall have the meanings given them in the REP Purchase Agreement.

WITNESSETH:

NOW, THEREFORE in consideration of the covenants and obligations undertaken by Beneficiary under the REP Purchase Agreement and the Collateral Security Agreement Amendment, and in consideration of Beneficiary's consent and approval of the Lease Amendments, and to secure the payment and the performance of all of the Obligations, including, but not limited to, the payment of all amounts due under the REP

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Promissory Notes and the Cash Participation Agreement, Trustor does hereby grant, bargain, sell and convey to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary and its successors in interest, all of its estate, right, title and interest in and to the Trust Property legally described on Exhibit A attached hereto and made a part hereof;

TOGETHER with all of its estate, right, title and interest in and to all easements, servient estates appurtenant thereto, rights, privileges, appurtenances and hereditaments thereunto belonging or in any way appertaining hereto, including without limitation any such right, title, interest, claim and demand in, to and any way affecting other property and in, to and under any streets, ways, alleys, vaults or strips of land adjoining such real estate, and all royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant thereto;

TOGETHER with all of its estate, right, title and interest in and to all leasehold interests in the real estate and properties described on Exhibit A, and all modifications, supplements, additions, extensions and renewals hereto and all options, credits, deposits, privileges and rights now or at any time existing thereunder;

TOGETHER with all of its estate, right, title and interest in and to all existing and future buildings; and improvements and all fixtures and articles of personal property, including, but not limited to, all elevators, all gas, steam, electric or other heating, lighting, plumbing, ventilating, air conditioning, sprinkling, water and power systems, appliances and apparatus and all other fixtures and articles of personal property which may now or at any time hereafter, during the term of this Deed of Trust or any extension thereof, be used in connection with the real estate or properties described above or in the operation thereof, and all of the foregoing properties and real estate are herein collectively referred to as, and included within the definition of, the Trust Property.

Trustor relinquishes all rights of homestead, dower, distributive or elective share and all other contingent interests, either at law or in equity, and waives any right of redemption as to the Trust Property to the extent permitted by applicable law, as well as the right to assert any statute of limitations as a bar to the enforcement of the lien of this Deed of Trust.

Trustor represents and warrants that (i) it is lawfully seized of the Trust Property, (ii) it has authority to create the liens set forth in this Deed of Trust, (iii) the Trust Property is free and clear of all liens and encumbrances whatsoever except for those liens represented by the UTF Loan Instruments and the Wrap Loan Instruments and such Permitted Title Exceptions that encumber the Trust Property, and (iv) it will forever warrant and defend the title to the Trust Property against the lawful claims of all persons, except as stated above.

Trustor covenants and agrees with Beneficiary as follows:

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1. Debt. Trustor will punctually pay all sums and perform all obligations that are to be paid or performed by Trustor under the AN Partnership Loan Instruments, the Metropolitan Lease Agreement, and the Other Leases.

2. Recordation of Deed of Trust and Security Agreements. Trustor will execute, acknowledge and deliver this Deed of Trust, any financing statements and every other instrument in addition or supplemental to any thereof, including, without limitation, assignments of Trustor's interest as lessor in the Metropolitan Lease Agreement and the Other Leases, and assignments of Trustor's interest in all agreements, contracts, licenses and permits affecting the Trust Property, which may be requested by Trustee or Beneficiary from time to time in order to perfect and maintain the validity and effectiveness of this Deed of Trust and the lien and security interest intended to be created hereby, in such form as may be satisfactory to Trustee or Beneficiary and in such manner and places and within such times as may be necessary to accomplish such purposes and to preserve and protect the rights and remedies of Trustee or Beneficiary. Trustor will furnish satisfactory evidence of every such recording, filing and registration to Trustee and Beneficiary. Trustor hereby appoints Beneficiary as its true and lawful attorney-in-fact (and such appointment is coupled with an interest and is irrevocable) to file, in accordance with applicable laws, with or without Trustor's signature, any and all Uniform Commercial Code financing and continuation statements which Beneficiary may deem necessary or appropriate to file in respect of this Deed of Trust.

3. Payment of Taxes, Insurance and Assessments.

(a) Trustor shall pay all water and sewer rates, rents, ground rents, taxes, assessments, premiums for fire and other hazard insurance, rent loss insurance, and such other insurance covering the Trust Property as Beneficiary may require pursuant to Section 5 below, common area utility and maintenance charges, and all other impositions attributable to the Trust Property by Trustor making payment, before the same becomes delinquent, directly to the payee thereof. Trustor shall promptly furnish to Beneficiary all notices of amounts due for such rates, rents, taxes, assessments, premiums, charges and other impositions and Trustor shall furnish to Beneficiary receipts evidencing such payments on or before the tenth (10th) day preceding such delinquency date. Notwithstanding the foregoing, and provided no Event of Default has occurred hereunder, Trustor shall have the right, after prior written notice to Beneficiary, to contest the validity, application or amount of any water or sewer rates, or taxes, assessments, common area utility or maintenance charges or other impositions, so long as: (i) the contest will not subject Beneficiary or Trustor to any liability, civil or criminal and the contest will not subject the Trust Property to foreclosure, forfeiture, loss or suspension of operations; (ii) Trustor furnishes to Beneficiary security of such amount and such form satisfactory to Beneficiary against loss or injury as a result of the contest; and (iii) Trustor prosecutes the contest with due diligence.

(b) In the event that Trustor fails to pay any such rates, rents, ground rents, taxes, assessments, premiums, charges or other impositions before the same

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become delinquent (except as permitted in subsection 3(a) above), the Beneficiary, may, at its option, by written notice to Trustor, require Trustor to pay to Beneficiary on each day that monthly installments of principal or interest are payable under REP Note No. 1 (or at monthly intervals on any another day designated in writing by Beneficiary) until the Obligations are paid and satisfied in full, a sum equal to one-twelfth (12th) of (i) the yearly water and sewer rates, rents, taxes and assessments, and common area utility and maintenance charges which may be levied on the Trust Property, and (ii) the yearly premium installments for fire and other hazard insurance, rent loss insurance and such other insurance covering the Trust Property as Beneficiary may require pursuant to Section 5 hereof, all as reasonably estimated initially and from time to time by Beneficiary on the basis of current assessments and bills and reasonable estimates thereof. Any waiver by Beneficiary of a requirement that Trustor pay such sum may be revoked by Beneficiary, in Beneficiary's sole discretion, at any time upon notice in writing to Trustor.

(c) Any such sums shall be held by Beneficiary without liability to Trustor for interest thereon. So long as no Event of Default (as hereinafter defined) has occurred hereunder, any such sums shall be applied by Beneficiary to pay rates, rents, taxes, assessments, insurance premiums, common area utility and maintenance charges and other impositions.

(d) Upon the occurrence of any Event of Default, Beneficiary may apply, in any amount and in any order as Beneficiary shall determine in Beneficiary's sole discretion, the sums held by Beneficiary under this Section 3 at the time of application (i) to pay such rates, rents, taxes, assessments, insurance premiums, common area utility and maintenance charges and other impositions which are now or will hereafter become due, or (ii) as a credit against sums secured by this Deed of Trust, and in connection therewith, Trustor hereby agrees that all sums delivered to Beneficiary under this Section 3 shall be held by Beneficiary as additional security for the obligations of Trustor hereunder. Upon payment in full of all sums secured by this Deed of Trust, Beneficiary shall promptly refund to Trustor any sums then held by Beneficiary under this Section 3.

4. Liens. Trustor shall not permit any mechanic's, contractor's, materialman's, subcontractor's, laborer's, statutory or other similar lien to be created or to remain outstanding upon the Trust Property or any part thereof, and Trustor warrants that it will indemnify, defend and hold Beneficiary harmless for, from and against all such liens and any and all expenses and fees incurred by Beneficiary in connection therewith. Trustor shall promptly discharge any such lien which has, or may have, priority over, or equality with, the lien of this Deed of Trust. Notwithstanding the foregoing, and provided no Event of Default has occurred hereunder, Trustor shall have the right, after prior written notice to Beneficiary, to withhold payment or contest the validity, application or amount of any charge, cost or claim submitted by a mechanic, contractor, materialman, subcontractor, or laborer, or as required by statute, and pertaining to the Trust Property, so long as: (i) the withholding of payment or contest will not subject Beneficiary or Trustor to any liability, civil or criminal and the withholding of payment or contest will not subject the Trust Property

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to foreclosure, forfeiture, loss or suspension of operations; (ii) Trustor furnishes to Beneficiary security of such amount and in such form satisfactory to Beneficiary against loss or injury as a result of the withholding of payment or contest; and (iii) Trustor proceeds with due diligence to obtain the release of the mechanic's, contractor's, materialman's, subcontractor's, laborer's, statutory or other similar lien.

5. Insurance.

(a) Trustor shall keep or cause to be kept insurance on the Trust Property of the following character:

(i) all risk-property insurance covering against all risk of loss including, but not limited to, damage by fire, lightning, windstorm, hail, explosion, aircraft, smoke, vandalism, malicious mischief, vehicle damage and other risks from time to time as are or shall be customarily included for coverage under all risk insurance policies, in amounts sufficient to prevent Trustor or Beneficiary from becoming a co-insurer of any loss under the applicable policies, but in any event in an amount not less than ONE HUNDRED PERCENT (100%) of the full replacement cost thereof which are actually insurable;

(ii) bodily injury, personal injury and property damage liability insurance against claims for bodily injury, death, personal injury or property damage occurring on, in or about the Trust Property and the adjoining property, streets, sidewalks and passageways or by reason of the existence, ownership, use, occupancy or maintenance thereof, for a minimum amount of FIVE MILLION DOLLARS (\$5,000,000.00) combined single limit per occurrence;

(iii) worker's compensation insurance in full compliance with the requirements of the state of Nebraska including an all states endorsement and covering all work on or about the Trust Property, such insurance together with any umbrella policy shall also include employers liability in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00);

(iv) if the Trust Property is located in a federally designated flood zone, flood insurance in an amount equal to the lesser of ONE HUNDRED PERCENT (100%) of the "full replacement cost" thereof or the maximum amount of insurance obtainable;

(v) insurance against loss or damage from (A) leakage of sprinkler systems and (B) explosion of steam boilers, air conditioning equipment, pressure vessels or similar apparatus now or hereafter installed in the Trust Property; and

(vi) such other insurance as from time to time Beneficiary may reasonably request to protect the Trust Property in amounts and against

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other insurable hazards then commonly obtained in the case of property similar to the Trust Property.

Such insurance shall be written by insurers whether foreign or domestic having an "A-XII" rating or better under Best's Directory approved by Beneficiary that are not prohibited by law from providing the applicable insurance in Nebraska. Such insurance shall be in form acceptable to Beneficiary, shall include Beneficiary as an insured party thereunder as Beneficiary's interests may appear except with respect to worker's compensation insurance, shall be primary and without any right of contribution as to any other insurance carried by Beneficiary, and shall be endorsed to provide that all terms and conditions except for limit of liability shall operate in the same manner as if there were a separate policy covering each insured. The net proceeds of all insurance maintained hereunder shall be payable in trust to a responsible bank, trust company or other corporate fiduciary acceptable to Beneficiary (the "Proceeds Trustee"); provided, however, that any recoveries under any of said policies shall be applied by the Proceeds Trustee in the manner provided in the Metropolitan Lease Agreement with respect to the Trust Property or if such Metropolitan Lease Agreement is terminated or expires as hereinafter provided.

(b) Every such insurance policy except those referred to in subsections 5(a)(ii) and 5(a)(iii) above shall have endorsed onto it a standard mortgagee endorsement in favor of Beneficiary. Every such policy shall contain an agreement by the insurer that it will not cancel such policy except after thirty (30) days' prior written notice to Beneficiary and that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of Trustor or Beneficiary which might, absent such agreement, result in a forfeiture of all or a part of such insurance payment and notwithstanding (a) the occupation or use of the Trust Property for purposes more hazardous than permitted by the terms of such policy, (b) any foreclosure or other action or proceeding taken pursuant to any provision of any mortgage or deed of trust upon the happening of an event of default, as defined therein, or (c) any change in title or ownership of the Trust Property.

(c) Beneficiary shall receive insurance certificates and copies of endorsements which provide reasonable evidence of the existence of all the insurance that is then required to be maintained or cause to be maintained by Trustor hereunder and, at least thirty (30) days prior to the expiration of any such insurance, customary and reasonable evidence of the renewal of such insurance. Should Trustor fail to effect, maintain or renew any insurance provided for in this Section 5, or to pay the premium therefor, or to deliver to Beneficiary proper evidence thereof, Beneficiary, at its option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure any such insurance shall be repaid by Trustor together with the late charge within five (5) days after receipt of bills therefor from Beneficiary.

(d) Trustor shall not obtain or carry separate insurance concurrent in form or contributing in the event of loss with that required in this Section 5 to be

furnished by Trustor unless Beneficiary is included therein as an insured and the Beneficiary is named in a mortgagee endorsement, with loss payable to Beneficiary. Trustor shall immediately notify Beneficiary whenever any such separate insurance is obtained and shall deliver the policy or policies or certificates evidencing the same.

(e) Anything contained in this Section 5 to the contrary notwithstanding, any and all insurance which Beneficiary is obligated to carry under the terms of this Deed of Trust may be carried under a "blanket" policy or policies covering other properties or liabilities of Trustor, provided that such policies specify the portion of the total coverage that is allocated to the Trust Property and that such portion and the other terms of the policies comply with the requirements of this Deed of Trust.

(f) Trustor and Beneficiary each agree to cooperate with the other, to such extent as such other party reasonably may require in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of, any insurance moneys that may be due in the event of any loss or damage, and to execute and deliver to such other party such instruments as may be required to facilitate the recovery of any insurance money, but the costs and expenses of all such actions and proceedings shall be paid by Trustor.

(g) Trustor agrees to pay, and to protect, indemnify and save harmless Beneficiary for, from and against any and all liabilities losses, damages, costs, expenses (including all attorney's fees and court costs), claims and demands of any nature whatsoever arising from (i) any injury to, or the death of, any person or any damage to property on the Trust Property or elsewhere or in any manner growing out of or connected with the use, non-user condition, maintenance or occupancy of the Trust Property or any part thereof or of adjoining property, streets, sidewalks or passageways, (ii) violation of any agreement or condition of the Metropolitan Lease Agreement or Other Leases to be performed by Trustor and of any contracts, agreements, restrictional statutes, laws, ordinances or regulations affecting the Trust Property or any part thereof or the ownership, occupancy or use thereof, or (iii) any act or omission on the part of Trustor or any of its agents, employees, contractors, sublessees, licensees or invitees. In case any action, suit or proceeding is brought against Trustor or Beneficiary by reason of any occurrence herein described, Trustor will defend or cause to be defended such action, suit or proceeding with counsel reasonably satisfactory to Beneficiary at Trustor's expense.

(h) Trustor agrees to pay, protect, indemnify, hold harmless and defend Beneficiary and its respective partners, directors, officers, employees, shareholders, successors and assigns, for, from and against any and all environmental damages which arise from the Handling of any Trustor's Hazardous Materials (as hereinafter defined) in violation or breach of any of the provisions of Section 19 hereof. For the purpose of this Deed of Trust, "environmental damages" shall mean (i) all claims, judgments, damages, penalties, fines, costs, expenses, liabilities, obligations, and losses; (ii) all reasonable sums paid for settlement of claims, attorneys' fees, court costs, consultants' fees and experts' fees; and (iii)

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all costs incurred by Beneficiary in connection with investigation or remediation relating to the Handling of Trustor's Hazardous Materials. The provisions of this subsection 5(h) shall survive the release of this Deed of Trust or any sale of the Trust Property at trustee's sale or by judicial foreclosure.

(i) Trustor shall give Beneficiary prompt written notice of any casualty resulting in damage or destruction to the Trust Property. The insurance proceeds payable as a result of any such casualty shall be applied as set forth in the Metropolitan Lease Agreement. Subject to the rights of Metropolitan under the Metropolitan Lease Agreement, so long as the Metropolitan Lease Agreement is in effect, if the Metropolitan Lease Agreement is terminated or expires and if such casualty occurs prior to October 5, 2003, then the insurance proceeds shall be paid to the Proceeds Trustee and applied to cost of restoration of the Trust Property, except that if in the reasonable discretion of Beneficiary restoration or rebuilding is not economically feasible then the insurance proceeds shall be paid to or applied by Beneficiary, first in payment of the REP Obligations, and then against the other Obligations. If the casualty occurs after October 5, 2003, then any proceeds not applied to restoration or repair of the damaged Property shall be applied as provided in the Cash Participation Agreement.

(j) If Trustor restores the Trust Property, then the Proceeds Trustee will hold and invest the net proceeds as directed by Beneficiary and will make them available from time to time as restoration progresses upon the written request of Trustor accompanied by the following:

(i) A certificate signed by Trustor and certified to by the architect, if any, supervising the restoration, stating:

(A) that the sum then requested either has been paid or is justly due to the contractors, subcontractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for the restoration therein specified or have paid for the same, the names and addresses of such persons, a brief description of such services and materials, the several amounts so paid or due to each of said persons in respect thereof; that no part of such expenditures has been or is being made the basis, in any previous or then pending request, for the withdrawal of insurance money or has been made out of the proceeds of insurance received by Trustor; and

(B) that the cost, as estimated by the person(s) signing such certificate, of the restoration required to be done subsequent to the date of such certificate in order to complete and pay for the same does not exceed the remaining insurance money, or, does not exceed the remaining insurance money together with any additional amounts deposited contemporaneously with the certificate; and

(C) an endorsement to Beneficiary's title insurance policy satisfactory to Beneficiary, or other evidence satisfactory to Beneficiary, to

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the effect that there has not been filed with respect to the Trust Property or any part thereof any vendor's, mechanic's, laborer's, materialman's or other lien which has not been discharged of record, except such as will be discharged by payment of the amount then requested.

(k) Upon compliance with the foregoing provisions of this Section 5, the Proceeds Trustee shall pay or cause to be paid to Trustor or the persons named pursuant to subclause (i) of subsection 5(j) of this Deed of Trust from the net proceeds of such insurance money, the respective amounts stated therein to have been paid by Trustor or to be due to them as the case may be.

(l) Upon completion of all the restoration in a good and workmanlike manner and receipt by Beneficiary of satisfactory evidence that the restoration has been completed and paid for in full and that there are no liens of the character referred to above, any balance of the insurance money at the time held by the Proceeds Trustee shall be paid to Trustor provided that no Event of Default, or any event which with the passage of time or the giving of notice, or both, would constitute an Event of Default, then exists hereunder.

6. Condition of Trust Property. Trustor:

(a) shall keep and cause to be kept the Trust Property and all buildings and other improvements located thereon in good condition and repair,

(b) shall comply or cause compliance with all laws, ordinances and regulations of all public authorities relating to the Trust Property or the use thereof,

(c) shall not commit, suffer or permit any waste on the Trust Property,

(d) shall comply in all material respects with the terms and provisions of the Metropolitan Lease Agreement and any Other Leases,

(e) shall restore or repair promptly and in a good and workmanlike manner all or any part of the property to the equivalent of its original condition, or such other condition as Beneficiary may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, and

(f) shall not remove, demolish or alter nor permit, the removal, demolition or alteration of any improvements, fixtures, machinery or appliances thereon except when incident to the replacement of improvements, fixtures, machinery or appliances of like kind. Beneficiary and its authorized representatives shall have the right to inspect

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the Trust Property or any part thereof during usual business hours, subject to any rights of tenants in possession, or at any time if the Trust Property is vacant.

7. Condemnation.

(a) Trustor shall give prompt notice to Beneficiary of any condemnation proceeding affecting the Trust Property as soon as it has notice. Subject to the provisions of subsection 7(c) below, the net proceeds of any award in such condemnation proceeding or sale to the condemning authority under threat thereof (a "Taking") shall be paid in trust to the Proceeds Trustee and applied as set forth in the Metropolitan Lease Agreement.

(b) Subject to the rights of Metropolitan under the Metropolitan Lease Agreement, so long as the Metropolitan Lease Agreement is in effect, if the Metropolitan Lease Agreement is terminated or expires and if such Taking occurs prior to October 5, 2003 as a result of any condemnation of the Trust Property, then immediately upon receiving compensation, all proceeds shall be applied by Beneficiary in accordance with the REP Loan Instruments. If the Taking occurs after October 5, 2003, then any proceeds of such Taking shall be applied as provided in the Cash Participation Agreement.

(c) If the Taking deprives Trustor of the beneficial use of the Trust Property, as reasonably determined by Trustor, within sixty (60) days following the date Trustor acquires knowledge of the full extent of the Taking or the damages caused thereby, Trustor shall apply the proceeds thereof first in payment of the REP Obligations and then against the other Obligations.

8. Beneficiary's Right to Act. If Trustor fails to perform any act which it is required to perform hereunder or to pay any money which it is required to pay hereunder, Beneficiary may, but shall not be obligated to, perform or cause to be performed such act and may pay such money and any expenses thereby incurred by Beneficiary, and any money so paid shall be an obligation immediately owing by Trustor without demand and shall bear interest at the Default Rate provided in the REP Promissory Notes, from the date of making such payment until paid and shall be part of the obligations hereby secured, and Beneficiary shall be subrogated to all of the rights of the person receiving such payment or the benefit of such act.

9. Default. Trustor shall be in default hereunder and, at the option of Beneficiary, upon written notice of acceleration as may be required under the REP Promissory Notes or the Cash Participation Agreement, all amounts due under the REP Loan Instruments, the AN Partnership Loan Instruments, the AN Corporation Loan Instruments and the Charitable Trust Loan Instruments shall immediately become due and payable, irrespective of the maturity date stated in the REP Promissory Notes or in the Cash Participation Agreement, if one or more of the following events ("Event of Default") shall occur:

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(a) The occurrence of an Event of Default under the REP Loan Instruments;

(b) The failure of Trustor to perform or observe any agreement, condition or covenant contained in this Deed of Trust, if such failure shall continue for a period of thirty (30) days; provided, however, if the default cannot reasonably be cured within said thirty (30) day period, and if and so long as the security evidenced by this Deed of Trust will not be impaired, Trustor shall not be deemed in default hereunder if Trustor initiates a cure within said thirty (30) day period and diligently proceeds thereafter to cure such default within ninety (90) days after such failure;

(c) The failure of Trustor to pay any sum due under the AN Partnership Loan Instruments within ten (10) days after the same is due;

(d) The failure of Trustor to perform or observe any agreement, condition or covenant contained in the AN Partnership Loan Instruments, other than those referred to in subsection 9(c) above, if such failure shall continue for a period of thirty (30) days; provided, however, if the default cannot reasonably be cured within said thirty (30) day period, and if and so long as the security evidenced by this Deed of Trust will not be impaired, Trustor shall not be deemed in default hereunder if Trustor initiates a cure within said thirty (30) day period and diligently proceeds thereafter to cure such default within ninety (90) days after such failure;

(e) If an Event of Default, other than those referred to in subsections 9(c) and 9(d) above, occurs under the Charitable Trust Loan Instruments, the AN Corporation Loan Instruments or the UTF Loan Instruments;

(f) The taking by Trustor or any of its successors or assigns, of any of the following actions: if Trustor (i) makes an assignment for the benefit of creditors, (ii) becomes insolvent, (iii) voluntarily suspends the transaction of its usual business, (iv) applies for, consents to, acquiesces in or fails by appropriate proceedings properly to contest the appointment of a trustee or receiver for Trustor or any of its property, or (v) consents to, acquiesces in, commences or fails by appropriate proceedings properly to contest any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceedings against the Trustor or any of its property;

(g) (i) The appointment of a trustee, custodian or receiver for Trustor or any of its property or (ii) the institution of any proceedings against Trustor under any bankruptcy, reorganization, arrangement, insolvency, readjustment, or debt law, not constituting an Event of Default under any previous subsection of this Section 9, if the same is not dismissed or stayed for sixty (60) days or (iii) the institution of any proceedings for the dissolution or liquidation of Trustor not constituting an Event of Default in any previous subsection of this Section 9, if the same is not dismissed or stayed for sixty (60) days; and

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Any grace periods provided in this Section 9 shall run concurrently with and not in addition to any grace period otherwise provided in the REP Loan Instruments, the other AN Partnership Loan Instruments, the AN Corporation Loan Instruments, or the Charitable Trust Loan Instruments or in any other document to which reference is made.

10. Surrender of Trust Property to Beneficiary. Whenever any Event of Default shall occur, Trustor shall, upon demand of Beneficiary, forthwith surrender to Beneficiary actual possession of all of the Trust Property, or such part or parts thereof as Beneficiary may designate, and Beneficiary, personally or by its agents or attorneys, may enter thereupon and take possession thereof and wholly exclude Trustor and their agents and servants therefrom, or on application of Beneficiary, a receiver may be appointed in the manner hereinafter provided. Beneficiary in possession, or such receiver, may thereafter

(a) operate and manage such property and exercise all rights, powers and franchises of Trustor in respect thereof, with power to use and consume in connection therewith all materials, current supplies and stores then belonging to Trustor, wherever found, and with power to make, at the expense of Trustor, such repairs, replacements, alterations, additions or improvements thereto, and to purchase or otherwise acquire such materials therewith, as Beneficiary may consider advisable,

(b) collect the earnings and income from such property, and

(c) pay all proper charges, operating expenses, and all disbursements and liabilities of Beneficiary under the REP Promissory Notes, the Cash Participation Agreement, this Deed of Trust and the Other AN Partnership Deeds of Trust, the AN Partnership Assignment of Leases, and under any other agreement securing the Obligations. All net income and profits arising from the operation of any of the Trust Property by any receiver shall be paid to Beneficiary. The net proceeds arising from any such operation of the Trust Property by Beneficiary, or by a receiver, shall be applied from time to time to the payment of the installments of principal and interest due upon any and other sums due under the REP Promissory Notes, the Cash Participation Agreement, this Deed of Trust, the Other AN Partnership Deeds of Trust, the AN Partnership Assignment of Leases, the AN Corporation Assignment of Leases and under any other agreement securing the Obligations. None of the provisions of this Section 10 shall be considered to restrict, diminish or otherwise affect the rights, powers and privileges granted to Beneficiary under the REP Security Agreement (as defined in the REP Purchase Agreement).

11. Remedies of Beneficiary. Subject to the provisions of Section 29 hereof, in case any Event of Default shall occur, Beneficiary, with or without entry, personally or by attorney may, but shall not be obligated to exercise any one or more of the following remedies either separately or in any combination:

(a) commence an action of foreclosure on this Deed of Trust or institute other proceedings according to law for the foreclosure hereof, and may prosecute

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the same to judgment, execution and sale, for the collection of the obligations secured hereby, and all interest with regard thereto; together with all taxes, insurance premiums and other sums advanced by Beneficiary, other sums payable by Trustor hereunder and all fees, costs and expenses of such proceeding, including reasonable attorney's fees and expenses,

(b) proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement of Trustor contained herein or in aid of the execution of any power herein granted, or for any foreclosure of this Deed of Trust or the sale of the Trust Property or any part hereof under the judgment or decree of any court of competent jurisdiction, or for the appointment of a receiver or receivers of Trustor as to the Trust Property, or for the enforcement of any other appropriate legal or equitable remedy,

(c) exercise in respect to the Trust Property all the rights and remedies available to a secured party upon default under the applicable provisions of the Uniform Commercial Code in effect in the State of Nebraska or other applicable jurisdiction,

(d) exercise any remedies available to Beneficiary under the Other AN Partnership Deeds of Trust, the AN Partnership Assignment of Leases, any other agreement securing the REP Promissory Notes, the Cash Participation Agreement or the other Obligations,

(e) exercise any other right or remedy available at law or in equity,

and

(f) sell the Trust Property pursuant to the provisions of the Nebraska Trust Deeds Act as of the date of default.

12. Exercise of Power of Sale.

(a) Should Beneficiary elect to exercise the power of sale herein contained, Beneficiary shall notify Trustee, and upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such notice of default and notice of sale as 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 Trust Property at the time and place of sale fixed by it in such notice of sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, 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 trustee's deed conveying to the purchaser or purchasers thereof, without right of redemption, the Trustee's title and all right, title and interest and claim of the Trustor and its successors in interest and of all persons claiming by, through or under

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them, in and to the property sold. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all costs, fees and expenses of Trustee and of Beneficiary, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate as stated in the REP Promissory Notes and all other sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Property by public announcement at such time and place of sale as permitted by law.

13. Additional Remedies with Respect to Personal Property. In conjunction with or in addition to such rights and remedies, Beneficiary also may:

(a) require Trustor to assemble the Trust Property and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to Trustor and Beneficiary,

(b) with or without process of law and without liability for loss or damage, enter upon any premises where such Trust Property or any part thereof may be found and take possession of all or any part thereof, and hold store, keep idle, use, lease, operate or otherwise use or permit the use of the same or any part thereof for such time and upon such terms as Beneficiary may deem to be commercially reasonable, and may demand, collect and retain all rents, earnings and other sums due and to become due in respect of the same from any person whomsoever, accounting only for the net earnings, if any, arising from such use after charging against all receipts from the use of the same or from the sale thereof, by court proceedings or pursuant to subsection 13(c) below or otherwise, all costs expenses and charges of, and damages or losses by reason of, such use and/or sale, or

(c) with or without process of law, without liability for loss or damage, enter upon any premises where such Trust Property or any part thereof may be found and sell or dispose of all or any part of the same, free from any and all claims of Trustor or any party claiming by, through, or under Trustor at law or in equity, at such time or times and upon such terms as Beneficiary may fix, with or without advertisement of any such sale or disposal. Beneficiary shall give Trustor ten (10) days' prior notice of the time and place of any public sale thereof or of the time which any private sale or other intended disposition thereof is to be made.

14. Additional Remedies of Beneficiary. Whenever an Event of Default shall have occurred, Beneficiary, either in aid of any other available right or remedy, or upon institution of any suit in equity or action at law hereunder, shall be entitled to secure the

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appointment, by any court of competent jurisdiction, of a receiver of all or any part of the Trust Property and the earnings, rents, profits and income therefrom or, to the extent permitted by law, the appointment of a general receiver of all the property of Trustor, or the appointment of both a mortgage receiver and a general receiver, with power to operate the same as provided in this Deed of Trust, and with such additional powers as the court making such appointment shall fix.

15. Assignment of Rents.

(a) Trustor hereby absolutely and unconditionally assigns to Beneficiary, to the extent of the performance of all obligations secured hereby, all the rents, revenue, profits and income from the Trust Property, including those now due, past due or to become due, and the possession of the Trust Property for the purpose of collection and enforcing the same. Trustor does hereby constitute and appoint Beneficiary its true and lawful attorney-in-fact (which appointment is coupled with an interest and is irrevocable) for the purpose of taking possession of the Trust Property and collecting all of the rents, revenue and income thereof (as provided below), and to execute any documents or instruments and do any other acts on Trustor's behalf and in Trustor's name that Beneficiary deems necessary to collect such rents, revenues and income, and to pay from the money collected from the Trust Property all fees, commissions and expenses incurred in renting and managing the same and collecting the rentals therefrom and to pay the taxes, assessments and insurance premiums on the Trust Property and the charges and amounts due under the REP Promissory Notes and the Cash Participation Agreement, and amounts due under this Deed of Trust, the Other AN Partnership Deeds of Trust, the AN Partnership Assignment of Leases, the AN Corporation Assignment of Leases or any other agreement securing the Obligations.

(b) Beneficiary also shall have and is hereby authorized and empowered to exercise all powers, rights and remedies granted to Beneficiary under the AN Partnership Assignment of Leases, in respect of the Metropolitan Lease Agreement or any Other Leases. In the event of any conflict or inconsistency between the terms, conditions and provisions of this Deed of Trust and the AN Partnership Assignment of Leases, then the provisions of the AN Partnership Assignment of Leases shall control. Beneficiary is hereby authorized to notify any lessees, tenants or occupants of the existence of this assignment to Beneficiary.

(c) Trustor expressly agrees that until all of the Obligations have been paid and satisfied, and notwithstanding whether any default or Event of Default has occurred and except as otherwise provided below, Beneficiary shall collect and receive all rents and revenues of the Trust Property, including, but not limited to, rents due and unpaid, and to apply the rents, revenues and income so collected to the Obligations secured by this Deed of Trust. Trustor and Beneficiary agree that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only, without the necessity of Beneficiary entering upon and taking and maintaining control of the Trust Property in

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person, by agent or by a court-appointed receiver. Trustor and Beneficiary agree that if and so long as all of the Metropolitan Lease Agreements and the Other Leases at any time during the Operations Cash Flow Participation Period (as defined in the Cash Participation Agreement) are Net Leases (as defined in the Cash Participation Agreement), then Trustor and Beneficiary shall execute and deliver jointly to the tenants thereof, written instructions directing the tenants to remit separately to Beneficiary the Operations Cash Payment (as defined in the Cash Participation Agreement) and the balance of the Operations Cash Flow (as defined in the Cash Participation Agreement) as Trustor shall direct, unless and until such time as Beneficiary shall direct the tenants in writing to remit to Beneficiary all rents and other sums payable by the tenants under the Metropolitan Lease Agreements and the Other Leases. Trustor agrees that if a default occurs during the Operations Cash Flow Participation Period under the AN Partnership Loan Instruments, then Beneficiary shall have the right to deliver to the tenants of the Metropolitan Lease Agreements and the Other Leases written notice directing them to remit directly to Beneficiary or its designee all rents and other sums as and when the same become due and payable by them pursuant to their respective Metropolitan Lease Agreements or Other Leases. Beneficiary agrees, however, that Beneficiary shall not deliver to the tenants the written notice directing the tenants to remit all rents and other sums to Beneficiary unless a default has occurred under the AN Partnership Loan Instruments. Upon any default under the AN Partnership Loan Instruments, Trustor at Beneficiary's request shall execute and deliver such notices to tenants and any other documents that Beneficiary reasonably determines is necessary to cause all rents and other sums to be paid directly to Beneficiary. If at any time during the Operations Cash Flow Participation Period any of the Metropolitan Lease Agreements or Other Leases are not Net Leases and so long as no default has occurred under the AN Partnership Loan Instruments, Beneficiary grants Trustor a license to collect all Gross Revenues (as defined in the Cash Participation Agreement) of the Metropolitan Lease Agreements and the Other Leases, subject however, to all rights granted to Beneficiary and to all terms and conditions contained in the Security Documents (as defined in the REP Promissory Note No. 1). If any of the Metropolitan Lease Agreements or the Other Leases are not Net Leases such that Trustor collects and receives all of the Gross Revenues, the Operations Cash Flow shall be computed by Trustor for each Calendar Year (as defined in the Cash Participation Agreement), and Trustor shall pay to Beneficiary within forty-five (45) days after the end of each Calendar Year during the Operations Cash Flow Participation Period the full amount of the Operations Cash Payment, if any, to which Beneficiary is entitled for the preceding Calendar Year. If the Operations Cash Flow Participation Period shall commence on a day other than the first day of a Calendar Year, or if the Operations Cash Flow Participation Period ends on a day other than the last day of a Calendar Year, then the Operations Cash Payment for such partial Calendar Year shall be determined by prorating the Operations Cash Flow for the entire Calendar Year in the ratio that the numbers of days occurring within the Operations Cash Flow Participation Period that falls within such Calendar Year, bears to 365. With each Operations Cash Payment remitted by Trustor to Beneficiary, Trustor shall deliver to Beneficiary a statement which shall show, among other things, the name of each lessee, sublessee and tenant of each of the Properties, the commencement date of the term of the lease and the sublease (if any) and the space

occupied by such lessee, sublessee or tenant, and as to each of the Properties the Gross Revenues, Expenses (in line-item detail), Operations Cash Flow, and Operations Cash Payment for such Calendar Year.

(d) Trustor hereby covenants that Trustor has not executed any prior assignment of said rents that have priority over this Deed of Trust, that Trustor has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 15. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents or revenues of the Trust Property and at all times prior to the payment and satisfaction of the Obligations shall cause the rents and revenues of the Trust Property to be paid by the lessee, tenant or occupant directly to Beneficiary. Trustor further covenants that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Trust Property as Beneficiary may from time to time request.

(e) Upon the occurrence of any default, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Trust Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Trust Property, the making of repairs to the Trust Property and the execution or termination of contracts providing for the management or maintenance of the Trust Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Trust Property, the payment of which also shall be secured hereby.

(f) All rents and revenues shall be applied at Beneficiary's discretion first to the costs, if any, of taking control of and managing the Trust Property and collecting the rents, including but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Trust Property, premiums on insurance policies, taxes, assessments and other charges on the Trust Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Trust Property and then to the Obligations secured by this Deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Trust Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Trust Property by reason of anything done or left undone by Beneficiary under this Section 15.

(g) If the rents of the Trust Property are not sufficient to meet the costs, if any, of taking control and managing the Trust Property and collecting the rents and

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revenues, any funds expended by Beneficiary for such purposes shall become indebtedness of Trustor to Beneficiary secured by this Deed of Trust. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the Default Rate stated in the REP Promissory Notes.

(h) Any entering upon and taking and maintaining of control of the Trust Property by Beneficiary or the receiver and any application of rents and revenues as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Trust Property shall terminate at such time as the Obligations are fully paid and satisfied.

16. Remedies of Beneficiary to be Nonexclusive and Cumulative.

(a) Every right or remedy herein conferred or reserved shall be nonexclusive; shall be cumulative and shall be in addition to every other right, remedy, or power given hereunder or now or hereafter existing at law or in equity. No delay or omission by Beneficiary in exercising any available right, power or remedy hereunder shall impair or be construed as a waiver thereof or be considered an acquiescence in the circumstances giving rise thereto. Every right, power or remedy herein or in the AN Partnership Assignment of Leases conferred upon or reserved to Beneficiary may be exercised from time to time and as often as deemed expedient.

(b) The acceptance by Beneficiary of payment of any sum secured by this Deed of Trust after the due date of such payment shall not be a waiver of Beneficiary's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary pursuant to this instrument shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness secured by this Deed of Trust, nor shall Beneficiary's receipt of any awards, proceeds or damages hereunder operate to cure or waive Trustor's default in the payment of any sums secured by this Deed of Trust.

(c) In case any of the remedies in this Deed of Trust given or attempted to be given to Beneficiary shall at any time be held invalid, or in the case that any provision of this Deed of Trust shall be held illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining parts of this Deed of Trust or the other remedies given hereby, and this Deed of Trust shall be construed and enforced as if all such illegal or invalid provisions had never been inserted herein.

(d) If at any time Beneficiary, by reason of any Event of Default hereunder, shall have proceeded to enforce any of its rights or powers, by foreclosure, entry or otherwise, and if, thereafter, such Event of Default and all other Events of Defaults shall

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have been cured or if such proceedings shall have for any reason been abandoned, or withdrawn by Beneficiary, or shall have been determined adversely to it, then in every such case this Deed of Trust, and all rights, remedies and powers of Beneficiary hereunder shall continue thereafter as though no such proceeding had been taken.

(e) If any action or proceeding shall be commenced in which Beneficiary is made a party, or in which it becomes necessary to enforce, defend or uphold the lien of this Deed of Trust (including participation by Beneficiary in any bankruptcy, insolvency, reorganization or similar federal or state proceeding affecting any party having any interest in the Trust Property), all expenses paid by Beneficiary in connection with such action, proceeding or defense (including reasonable attorneys' fees to the extent permitted by law) shall be paid by Trustor upon demand of Beneficiary, with interest thereon at the Default Rate as stated in the REP Promissory Notes and any such sums and the interest thereon shall become part of the debt secured by this Deed of Trust.

(f) Notwithstanding the existence of any other security interests in the Trust Property held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any or all of the Trust Property shall be subjected to the remedies provided herein. Beneficiary shall have the right to determine the order in which any or all portions of the indebtedness secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Trustor, any party who consents to this Deed of Trust, and any party who now or hereafter acquires a security interest in the Trust Property and who has actual or constructive notice hereof, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

17. Security Agreement. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Trust Property which, under applicable law may be subject to a security interest pursuant to the Uniform Commercial Code, and Trustor hereby grants Beneficiary a security interest in said items. Trustor agrees that Beneficiary may file this Deed of Trust, or a reproduction thereof, in the real estate records or other appropriate index as a financing statement for any of the items specified above as part of the Trust Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition Trustor agrees to execute and deliver to Beneficiary, upon Beneficiary's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to said items. Trustor shall pay all costs of filing such financing statements and any continuation statements, extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest having a priority of the security interest of this Deed of Trust in said items, including replacements

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and additions thereto. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust or the occurrence of any other Event of Default hereunder, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at Beneficiary's option, may also invoke the remedies provided herein. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items of personal property specified above as part of the Trust Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the Uniform Commercial Code or of the remedies provided herein.

18. **Observance of Covenants.** Trustor will not, directly or indirectly, do any act or thing it would be prohibited from doing by any of the provisions of this Deed of Trust, the Other AN Partnership Deeds of Trust, the Cash Participation Agreement, the REP Promissory Notes, the AN Partnership Assignment of Leases, the other REP Loan Instruments or any other agreement securing the REP Promissory Notes; nor suffer or permit any Event of Default to occur under this Deed of Trust, or any such security agreements, but will faithfully observe and perform all of the conditions, covenants and requirements of this Deed of Trust and all such security agreements.

19. **Hazardous Materials.**

(a) No-Hazardous Materials (as defined herein) shall be Handled (as defined herein) upon, about, or beneath the Trust Property by or on behalf of Trustor or the lessees, tenants, subtenants or assignees of the Trust Property, provided, that without limiting Trustor's obligations under this Section 19, other than this subsection 19(a) or subsection 5(h) hereof, the restriction on the Handling of Hazardous Materials by any subtenants or assignees in existence on the date hereof shall be subject to the rights of lessee under the Metropolitan Lease Agreement and any sublease, assignment or other agreement, to restrict or otherwise limit any such sublessee's or assignee's Handling of Hazards Materials, or their respective contractors, officers, directors, shareholders, employees or agents. Notwithstanding the foregoing,

(i) normal quantities of those Hazardous Materials customarily used in the conduct of general administrative and executive office activities (e.g., copier fluids, cleaning supplies, florescent lights or standard electrical equipment) may be used and stored at the Trust Property without Beneficiary's prior written consent, but only in compliance with all applicable Environmental Laws (as defined herein), and

(ii) normal quantities of those Hazardous Materials customarily used in the conduct of general administrative and executive office activities which contain asbestos may be used at the Trust Property, but only in compliance with all applicable Environmental Laws, provided, however, that these subsections (i) and (ii) do not

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in any way limit Trustor's obligations under this Section 19 (other than as expressly provided in this subsection 19(a) and in subsection 5(h) hereof).

(b) Notwithstanding the obligation of Trustor to indemnify Beneficiary pursuant to this Deed of Trust, Trustor shall, at its sole cost and expense, promptly take or cause to be taken all actions required by any federal, state or local governmental agency or political subdivision, which requirements arise from the Handling of Hazardous Materials upon, about, above or beneath the Trust Property. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Trust Property, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work. Trustor shall take all actions necessary to restore the Trust Property to the condition existing prior to the introduction of Trustor's Hazardous Materials, notwithstanding any less stringent standards or remediation allowable under applicable Environmental Laws; provided, however, that Trustor shall obtain Beneficiary's written approval prior to undertaking any actions pursuant to this Section 19 (which approval shall not be unreasonably withheld so long as such actions would not potentially have a material adverse long-term or short-term effect on the Trust Property).

(c) "Environmental Laws" means and includes all now and hereafter existing statutes, laws, ordinances, codes, regulations, rules, rulings, orders, decrees, directives, policies and requirements by any federal, state or local governmental authority regulating, relating to, or imposing liability or standards of conduct concerning the environment.

(d) "Hazardous Materials" means: (i) any material or substance: (A) which is defined or becomes defined as a "hazardous substance," hazardous waste," "infectious waste," chemical mixture or substance," or "air pollutant" under Environmental Laws; (B) containing petroleum, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure; (C) containing polychlorinated biphenyls (PCB's); (D) containing asbestos; (E) which is radioactive; or (ii) any other pollutant or contaminant or hazardous, toxic, flammable or dangerous chemical, waste, material or substance, as all such terms are used in their broadest sense, and defined, regulated or hereafter become regulated by Environmental Laws, or which cause a nuisance upon or waste to the Trust Property.

(e) Trustor's "Hazardous Materials" shall mean the Handling of Hazardous Materials upon, about, above or beneath the Trust Property by or on behalf of Trustor, lessee, tenants, subtenants or assignees, or their respective contractors, clients, officers; directors, shareholders, employees, agents, or invitees.

(f) "Handle," "Handled" or "Handling" shall mean any installation, handling, generation, storage, treatment, use, disposal, discharge, release, manufacture, refinement, presence, migration, emission, abatement, removal, transportation, or any other activity of any type in connection with or involving Hazardous Materials.

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(g) Subject to the provisions of Section 29, the provisions of this Section 19 shall survive any foreclosure of this Deed of Trust.

20. Further Assurances. Trustor will, on request of the Beneficiary, promptly correct any defect, error or omission which may be discovered in the contents of this Deed of Trust, the AN Partnership Assignment of Leases, the Other AN Partnership Assignment of Leases, or in any other agreement securing the REP Promissory Notes, or in the execution or acknowledgment thereof, and will execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or as may be reasonably requested by Beneficiary to effectuate the purposes of this Deed of Trust and any such security agreement.

21. Payment of Operating, Maintenance and Repair Expenses. Trustor agrees that on and after the commencement of the Operations Cash Flow Participation Period and until all amounts that are to be paid to Beneficiary under the REP Promissory Notes and the Cash Participation Agreement are fully paid, if the Gross Revenues of the Trust Property and the Other Property are insufficient to pay and satisfy on a current basis all Expenses (as defined in the Cash Participation Agreement), then Trustor shall provide such other funds as are necessary to pay and satisfy such Expenses. All such Expenses shall be paid no later than ninety (90) days after the same become due and payable, except however, that if any of such Expenses are being contested in good faith by Trustor or an Affiliate (as defined in the Cash Participation Agreement) thereof by appropriate legal proceedings, then such Expenses shall not be payable until such proceedings are concluded or are settled and compromised. To the extent that and so long as any of the Metropolitan Lease Agreements or Other Leases during the Operations Cash Flow Participation Period are not Net Leases, such that Trustor collects directly all Gross Revenues from the tenants of the Trust Property and the Other Property, Borrower shall deliver to Beneficiary, in addition to all other financial statements and reports required by the REP Loan Instruments, a cash flow statement within forty-five (45) days following the end of each calendar quarter reflecting in reasonable detail all items of Gross Revenues and Expenses for the Trust Property and the Other Property for such quarter and the amount of any cash disbursements made by Trustor or any of its Affiliates during such quarter from funds other than the Gross Revenues, for payment of such Expenses as required by this Section 21.

22. Notices. All notices, requests, demands and other communications required or permitted by this Agreement (hereinafter "Notices"), shall be in writing and shall be deemed to have been delivered upon personal delivery or delivery by a nationally recognized courier service, with all charges prepaid, or forty-eight (48) hours after it is deposited with the United States Postal Service, registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Trustor: American Nebraska Limited Partnership
c/o Heitman Equities Corporation
180 North LaSalle Street

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Chicago, Illinois 60601
Attention: Roger Smith

with copy to: Hill Wynne Troop & Meisinger
10940 Wilshire Boulevard
Los Angeles, California 90024
Attention: Martin S. Appel, Esq.
With an additional copy to: Leigh B. Morris, Esq.

If to Beneficiary: Greycas, Inc.
c/o Greyhound Financial Corporation
1850 North Central Avenue, 12th Floor
Phoenix, Arizona 85077
Attention: Vice President-Law

with copy to: O'Connor, Cavanagh, Anderson,
Westover, Killingsworth & Beshears, P.A.
One East Camelback Road, Suite 1100
Phoenix, Arizona 85012-1656
Attention: K. David Lindner, Esq.

If to Trustee: Chicago title Insurance Company
2740 West 80th Street
Bloomington, Minnesota 55431
Attention: Legal Department

or such other addresses as parties may from time to time specify in writing to the other parties in accordance with this notice provision.

23. Inspection; Books and Records. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Trust Property. Trustor shall keep and maintain at all times at Trustor's address stated above, or such other place as Beneficiary may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Trust Property and copies of all written contracts, leases and other instruments which affect the Trust Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Beneficiary. Trustor shall deliver to Beneficiary such financial statements at such times and as required by the Cash Participation Agreement and this Deed of Trust.

24. Miscellaneous.

(a) All of the rights and remedies reserved to Beneficiary and all of the obligations herein imposed upon Trustor shall be deemed to run with the land and shall be for the benefit of the successors and assigns of Beneficiary and shall bind the successors

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and assigns of Trustor, and all grantees of the Trust Property or any part thereof, their heirs, personal representatives, successors and assigns.

(b) Any headings or captions inserted herein are for convenience of reference only and are not to be used in the interpretation or construction of this Deed of Trust.

(c) This Deed of Trust shall be governed by the laws of the State of Nebraska.

(d) Trustor hereby requests a copy of any notice of default and any notice of sale hereunder be mailed to it at the address set forth in Section 22.

(e) Upon written request of Beneficiary stating that all Obligations secured hereby have been paid and satisfied, and upon surrender of this Deed of Trust, the REP Promissory Notes and the Cash Participation Agreement to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto." In the event a Trust Property is conveyed to Metropolitan pursuant to the terms of the Metropolitan Lease Agreement for the Trust Property and the proceeds of the sale of the Trust Property to Metropolitan are paid or applied as provided herein, Beneficiary will release this Deed of Trust in conjunction with the conveyance of the Trust Property to Metropolitan.

25. Satisfaction. Unless sooner terminated in accordance with the provisions hereof, upon the full payment and satisfaction of the Obligations, at the time and in the manner specified therein, then this Deed of Trust shall terminate, and the Trust Property shall be free from the lien thereof. Notwithstanding the foregoing, the lien of this Deed of Trust is subject to release prior to the termination or payment and satisfaction of the Obligations upon the payment of certain amounts to Beneficiary and satisfaction of certain other conditions as provided in the REP Promissory Note No. 1.

26. Succeeding Paragraphs. The provisions of the succeeding paragraphs shall be applicable to this instrument notwithstanding anything to the contrary herein contained.

27. Additional Events of Default. Except as otherwise provided in this Section 26, it shall be an immediate Event of Default hereunder if, without the prior written consent of the Beneficiary, which consent may be withheld in Beneficiary's sole and absolute discretion, any of the following shall occur:

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(a) If the Trustor shall create, effect, contract for, commit to or consent to or shall suffer or permit any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Trust Property or any part thereof, or interest therein by installment sale or otherwise, excepting only

(i) a conveyance to Metropolitan pursuant to the terms of the Metropolitan Lease Agreement of the Trust Property;

(iii) sales or other dispositions of equipment or personal property (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Trust Property, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by substitute equipment or personal property, subject to the lien hereof, of at least equal value and utility;

(iv) the lien evidenced by the Wrap Deed of Trust and the assignment evidenced by the Wrap Assignment of Rents and Leases.

(iv) the lien evidenced by the UTF Deed of Trust and the assignment evidenced by the UTF Assignment of Leases.

(v) the lease of space in the ordinary course of business on or within the Trust Property for a term of not more than five (5) years or less than fifteen percent (15%) of the total rentable square feet of the building or Trust Property.

(b) If any general partner of Trustor shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation, of any part of the partnership interest of such partner; or

(c) If any corporate general partner of Trustor shall create, effect or consent to, or shall suffer or permit any sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation, of all or any portion of its corporate stock.

(d) In each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise; provided that the foregoing provisions of this Section 27 shall not apply to any transfers of interests by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, personal representatives and/or committee. The provisions of this Section 27 shall be operative with respect to, and shall be binding upon, any persons who, in accordance with the terms hereof or otherwise, shall acquire any part of or interest in the general partnership interest of Trustor or the corporate stock of a corporate general partner of Trustor. From and after

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the date hereof, there shall be no changes in the terms of the Partnership Agreement with respect to transfers of the Trust Property or interests in the partnership without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld.

28. Senior Lien. Trustor expressly agrees and represents and warrants that the right, title and interest of Beneficiary and the liens and security interests and all rights created hereby are senior to the lien and security interests created by the UTF Loan Instruments and the Wrap Loan Instruments.

29. Nonrecourse. Subject to the provisions of this Section 29 and to the REP Promissory Notes and the Cash Participation Agreement, and notwithstanding anything in this Deed of Trust to the contrary, no personal liability shall be asserted or be enforceable against the Trustor or any constituent general or limited partners thereof, or any officer, director, shareholder or employee of such constituent general or limited partners of Trustor, their successors or assigns, because or in respect of this Deed of Trust, all such liability, if any, being expressly waived by the Beneficiary and Trustee; and each original and successive holder of the REP Promissory Notes, the Cash Participation Agreement and this Deed of Trust accepts the same upon the express condition that in case of any breach or default hereunder or in the payment of the REP Promissory Notes or the Cash Participation Agreement, or any installment thereof, the sole recourse against Trustor of the holder of the REP Promissory Notes, the Cash Participation Agreement, this Deed of Trust, or in other documentation securing repayment of the REP Promissory Notes or the Cash Participation Agreement, shall be to foreclose and realize against all security given for repayment of the REP Promissory Notes, the Cash Participation Agreement and this Deed of Trust, including the Trust Property, the Metropolitan Lease Agreement or other property securing Trustor's obligations and not against Trustor or any of its constituent general or limited partners, or any officer, director, shareholder or employee of any constituent general or limited partner of Trustor, or their successors or assigns (except to the extent provided in the REP Promissory Notes and the Cash Participation Agreement).

Notwithstanding the foregoing provisions of this Section 29, Ralph Edwards Productions shall be and remain personally liable to the extent provided in the REP Promissory Notes and Cash Participation Agreement, and none of the provisions of this Section 29 or otherwise in this Deed of Trust shall diminish or relieve Ralph Edwards Productions of liability *in personam* for such sums and up to the amounts provided for in the REP Promissory Notes and the Cash Participation Agreement.

30. Counterparts. This Deed of Trust may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto, although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument.

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3k

IN WITNESS WHEREOF, Trustor has executed and delivered this Deed of Trust on the day first written above.

AMERICAN NEBRASKA LIMITED
PARTNERSHIP, an Illinois
limited partnership

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

By: _____
Its: _____

By: _____
Theodore P. Netzký
General Partner

By: 
Martin S. Appel
General Partner

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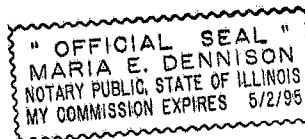
STATE OF Illinois)
COUNTY OF COOK) ss.

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.

Maria E. Dennison
Notary Public

My commission expires:

5-2-95



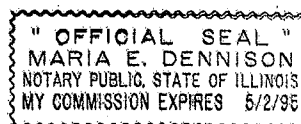
STATE OF Illinois)
COUNTY OF COOK) ss.

On this the 11th 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.

Maria E. Dennison
Notary Public

My commission expires:

5-2-95



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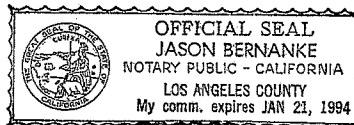
STATE OF California)
COUNTY OF Los Angeles) ss.

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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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.

LANCASTER COUNTY, NEB
Dan Galt
REGISTER OF DEEDS

DEC 16 3 18 PM '92

INST. NO. 92 56807

~~186~~
BLOCK

CODE

3rd normal
L. 10/10/92
S. 10/10/92

186-00

FILED

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