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WHEN RECORDED RETURN TO:

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

**MEMORANDUM OF SUBORDINATION AGREEMENT**

THIS MEMORANDUM OF SUBORDINATION AGREEMENT ("Agreement") is entered into as of this 15 day of December, 1992, by and among GREYCAS, INC., an Arizona corporation ("Lender"), and RALPH EDWARDS PRODUCTIONS, a California corporation ("REP"), AMERICAN NEBRASKA LIMITED PARTNERSHIP, an Illinois limited partnership ("AN Partnership"), AMERICAN NEBRASKA, INC., a Nebraska corporation ("AN Corporation"), and ARKELL CHARITABLE TRUST, a California charitable remainder trust ("Charitable Trust").

**WITNESSETH**

Notice is hereby given that Lender, REP, AN Partnership, AN Corporation and Charitable Trust are parties to that certain Subordination Agreement, dated Dec 15, 1992 ("Subordination Agreement"), whereby REP and Charitable Trust each on its own behalf and on behalf of its successors and assigns, has unconditionally subordinated its right, title and interest in and to the Collateral (as defined in the Subordination Agreement) and REP and Charitable Trust, each on its own behalf and on behalf of its successors and assigns, has agreed that until the Obligations (as defined in the Subordination Agreement) are paid and satisfied in full, the Lender Liens (as defined in the Subordination Agreement) shall at all times be and remain senior in priority to any and all liens, assignments, security agreements, or other rights, benefits or privileges now or hereafter acquired by REP or Charitable Trust, respectively, in and to the Collateral, pertaining to the Properties as set forth on Schedule 1 hereto, and any and all rights, benefits and privileges of AN Partnership and AN Corporation in and to the Collateral, whether now owned or hereafter acquired, are and shall remain subject and junior in priority to the Lender Liens. This Agreement may be executed in counterparts.

A copy of the Subordination Agreement can be obtained by contacting Lender at:

c/o Greyhound Financial Corporation  
Dial Tower  
1850 North Central Avenue, 12th Floor  
Phoenix, Arizona 85077

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Subordination Agreement to be executed on the date first written above.

GREYCAS, INC., an Arizona corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

RALPH EDWARDS PRODUCTIONS, a  
California corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ARKELL CHARITABLE TRUST, a California  
charitable remainder trust

By: \_\_\_\_\_  
Its: \_\_\_\_\_

AMERICAN NEBRASKA LIMITED  
PARTNERSHIP, an Illinois  
limited partnership

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

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_

Theodore P. Netzky  
General Partner

By: \_\_\_\_\_

Martin S. Appel  
General Partner

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Subordination Agreement to be executed on the date first written above.

**GREYCAS, INC., an Arizona corporation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**RALPH EDWARDS PRODUCTIONS, a California corporation**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ARKELL CHARITABLE TRUST, a California charitable remainder trust**

By: \_\_\_\_\_  
Joel Mogy, Trustee

**AMERICAN NEBRASKA LIMITED PARTNERSHIP, an Illinois limited partnership**

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


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

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

By: \_\_\_\_\_  
Martin S. Appel  
General Partner

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STATE OF Arizona )  
COUNTY OF Maricopa ) ss.

On this the 12th day of December, 1992, before me, the undersigned Notary Public, personally appeared George Bittel, the Vice-President of Greycas, Inc., an Arizona corporation, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself.

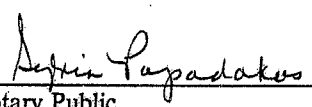
  
Notary Public

My commission expires:

My Commission Expires Nov. 9, 1995

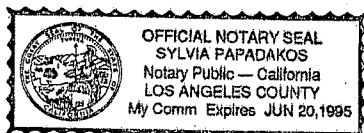
STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On this the 11th day of December, 1992, before me, the undersigned Notary Public, personally appeared James B. Pollock, the Vice President of Ralph Edwards Productions, a California corporation, and that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself.

  
Notary Public

My commission expires:

6/20/95



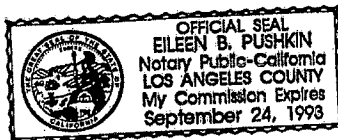
8 STATE OF California  
COUNTY OF Los Angeles } ss.

On this the 11 day of December, 1992, before me, the undersigned Notary Public, personally appeared Joel Mogy, the Trustee of Arkell Charitable Trust, a California charitable remainder trust, that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained.

Eileen B. Pushkin  
Notary Public

My commission expires:

9-24-93



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

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

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

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STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 1992, before me, the undersigned Notary Public, personally appeared Joel Mogy, the Trustee of Arkell Charitable Trust, a California charitable remainder trust, that he, being authorized to so do, executed the foregoing instrument for the purposes therein contained.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

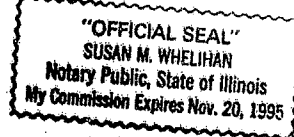
STATE OF Illinois )  
COUNTY OF Cook ) ss.

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

Susan M. Whelihan  
Notary Public

My commission expires:

11/20/95



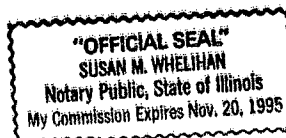
7 STATE OF Illinois }  
COUNTY OF Cook } ss.

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.

Susan M. Whelan  
Notary Public

My commission expires:

11/20/95



STATE OF Arizona }  
COUNTY OF Maricopa } ss.

On this the 11th 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.

Raymond W. Moore  
Notary Public

My commission expires:

May 23, 1995

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Schedule 1

to

Memorandum of Subordination Agreement

by and among

Greycas, Inc.,

an Arizona corporation,

Ralph Edwards Productions,

American Nebraska Limited Partnership,

American Nebraska, Inc.

and

Arnell Charitable Trust,

Dated October \_\_\_\_, 1992

Legal Description of Properties

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

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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,

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

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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

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.

Leasehold estate in and with regard to Lots 7, 8 and 9, Block 65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing January 1, 1949 for a time expiring December 31, 2048 filed February 21, 1950 in Book 442, Page 131 executed by St. Mary's Cathedral of Lincoln, Nebraska, Lessor, and Lincoln Development Company, Lessee; and leasehold estate in and with regard to Lot 10, Block 65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing January 1, 1949 for a time expiring December 31, 2048 and filed

December 10, 1949 in Book 438, Page 673 executed by St. Mary's Cathedral of Lincoln, Nebraska, Lessor, and the Lincoln Telephone and Telegraph Company, Lessee, assigned by Lessee to Lincoln Development Company by the Instrument filed February 21, 1950 in Book 442, Page 123; the entirety of such leasehold estate having been assigned by Lessee, Lincoln Development Company -to- State Federal Savings and Loan Association by the instrument dated June 16, 1980 and filed June 19, 1980 as Instrument Number 80-11152 as further assigned by Lessee to American Charter Federal Savings and Loan Association by the Instrument dated September 15, 1983 and filed September 16, 1983 as Instrument Number 83-19237 as further assigned by Lessee, American Charter Federal Savings and Loan Association to American UTF, Inc. by the Instrument dated and filed October 5, 1983 as Instrument Number 83-20995 as further assigned by Lessee, American UTF, Inc. to American ICL II, Inc. by assignment dated March 6, 1984, recorded March 27, 1984 as Instrument Number 84-6763; and further assigned by Lessee, American ICL II, Inc. to American Nebraska, Inc. by the Instrument dated October 15, 1984, recorded October 19, 1984 as Instrument Number 84-25723; Records of Lancaster County, Nebraska.

BLOCK

CODE

Lincoln

LINE

CHECKED

3 normal

INDEXED

LANCASTER COUNTY, NEB

Dan Nette

REGISTER OF DEEDS

EDDED

Dec 16 3 27 PM '92

INST. NO. 92 56812

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