

25722

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE is made this 15th day of October, 1984, by and between AMERICAN ICL I, INC., a Nebraska corporation, hereinafter referred to as "Lessor" and AMERICAN NEBRASKA LIMITED PARTNERSHIP, an Illinois limited partnership, herein referred to as "Lessee".

1) Lessor has herewith entered into a lease (the "Lease") bearing even date herewith pursuant to which Lessor has demised to Lessee the real estate (but not the improvements situated thereon) described on Exhibit A attached hereto (the "Real Estate").

2) The terms and conditions of the Lease are incorporated herein by reference with the same force and effect as if each and every provision of the Lease was set forth herein at length.

3) The Lease shall be for a term commencing on September 1, 1984, and terminating on August 31, 2034.

4) Under the terms of the Lease, Lessee is granted an option to extend the term of the Lease for 2 consecutive periods of 10 years each.

5) Under the terms of the Lease, Lessee is granted an option to purchase the Real Estate, under certain terms and conditions set forth therein, and Lessee is granted a lien upon Lessor's interest in the Real Estate as security for Lessor's performance of its obligation to convey to the Real Estate upon exercise of the option.

Lessor Exculpation. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Lessor, its officers, directors, shareholders or agents on account of this Agreement or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Lessee in the Lease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released, and that Lessee's recourse in the event of any breach under the Lease by Lessor shall be solely against the Real Estate.

Lessee Exculpation. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Lessee (or any general or limited partner of Lessee) on account of this Agreement or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Lessee in the Lease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released, and the sole recourse of Lessor shall be by the exercise of the remedies set forth herein and not against Lessee or any of its partners, directors, officers or employees personally.

THIS INSTRUMENT WAS PREPARED BY:
STEVEN H. BLUMENTHAL
ROSENTHAL AND SCHANFIELD
55 EAST MONROE STREET
SUITE 4620
CHICAGO, ILLINOIS 60603

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Lessor hereby waives any and all rights now or hereafter existing at law, in equity, or by statute including without limitation, the Bankruptcy Reform Act of 1978 or any other Federal or State bankruptcy law wherein Lessor may elect to convert the obligation of the Lessee (or any partner of Lessee) under the Lease to other than a non-recourse obligation, or to otherwise permit such obligation to be treated as a recourse obligation and Lessor hereby covenants and agrees not to seek to assert or enforce any personal liability against the Lessee (or any partner of Tenant) pursuant to the Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument as of the day and year first above written.

AMERICAN ICL I, INC., a
Nebraska corporation

By: _____

ATTEST

[Handwritten signature]



AMERICAN NEBRASKA LIMITED
PARTNERSHIP, an Illinois
limited partnership

By: _____

[Handwritten signature]

25722

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kimberley A. Pollack, a Notary Public in and for the County and State aforesaid, do hereby certify that Richard Fanslow Vice President of AMERICAN ICL I, INC. ("Corporation"), a Nebraska corporation, and Steven D. Blumenthal Assistant Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said Corporation, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of October, 1984.

Kimberley A. Pollack
Notary Public



My Commission Expires:

7/13/86

25722

STATE OF Illinois)
COUNTY OF Cook) SS

I, Kimberley A. Pollock, a Notary Public in and for the County and State aforesaid, do hereby certify that Theodore P. Netzel, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of October, 1984.

Kimberley A. Pollock
Notary Public



My Commission Expires:

7-13-86

LOCATION NO. 1
206 & 238 South 13th Street
Lincoln, Nebraska

Fee simple in the West 10 feet of Lot 4 and all of Lot 5 and Lot 6, Block 65, Original Lincoln, Lancaster County, Nebraska; and Leasehold estate in and with regard to Lots 7, 8 and 9, Block 65, Original Lincoln, Lancaster County, Nebraska by virtue of that certain lease dated July 28, 1948 commencing January 1, 1949 for a term 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; 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 term expiring December 21, 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 Inst. No. 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 Inst. No. 83-19237, assigned by lessee, American Charter Federal Savings and Loan Association to American UTF, Inc., by the instrument dated and filed October 5, 1983 as Inst. No. 83-20995, further assigned by lessee, American UTF, Inc., to American ICL II, Inc., by the instrument filed March 27, 1984 as Inst. No. 84-6763, subject to all of the provisions therein contained.

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EXHIBIT A

LANCASTER COUNTY, NEBR.

Don Jalk
REGISTER OF DEEDS

1984 OCT 19 PM 3:48

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

INST. NO. 84-25722

#2550

*W. J. J. Rd
AT (201)*