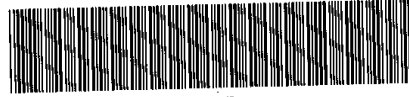


BK 7572 PG 613-621



MTG 2002 43018

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

2002 NOV 18 AM 11:36

RECEIVED

G:\Thomas\2514.0003\Acknowledgement of Deed of Trust.doc

THIS INSTRUMENT PREPARED BY:  
GERALD GREENSPOON, ESQ.  
GREENSPOON, MARDER, HIRSCHFELD & RAFKIN, P.A.  
100 West Cypress Creek Road, Suite 700  
Fort Lauderdale, Florida 33309

**ACKNOWLEDGEMENT OF DEED OF TRUST  
AS SECURITY AGREEMENT**

We, **CANADIAN FOUR STATE HOLDINGS LTD.**, a Canadian corporation ("Trustor"), under the following Deed of Trust to be entered into among Trustor, **FIRST AMERICAN TITLE INSURANCE COMPANY** ("Trustee"), and **PELLAN ITALIA SpA**, a company existing under the laws of the jurisdiction of Italy ("Beneficiary"), covering the property described below hereby acknowledge that it is understood that (a) the Deed of Trust to be executed by Trustor is a trust deed and not a mortgage, and (b) the power of sale provided for in the Deed of Trust provides substantially different rights and obligations to the Trustor than a mortgage in the event of default or breach of obligation.

Trustor acknowledges that this Acknowledgement was made prior to the execution of the Deed of Trust.

Executed and Delivered this 25<sup>th</sup> day of September, 2002.

*Weg*  
FEE 63.00 FB 10-30940  
9  
36  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMPLET  
DEL MS SCAN 1R FV DS

**CANADIAN FOUR STATE HOLDINGS,  
LTD.**, a Canadian corporation

By:   
Print Name: ELIAS KOTLER  
Print Title: PRESIDENT

2R ALG 02/5/015320

**DEED OF TRUST**

**THIS DEED OF TRUST**, is made as of the 25<sup>th</sup> day of SEPTEMBER, 2002, by and among **CANADIAN FOUR STATE HOLDINGS, LTD.**, a Canadian corporation ("Trustor"), whose mailing address is 2155 Guy Street, Suite 1400, Montreal, Quebec, Canada H3H 2R9, and **FIRST AMERICAN TITLE INSURANCE COMPANY**, whose mailing address is 15400 U.S. Highway 19 North, Suite 135, Clearwater, FL 33763 ("Trustee"), and **PELLAN ITALIA SpA**, a company existing under the laws of the jurisdiction of Italy ("Beneficiary"), whose mailing address is VIA BREINA 2, CH-6901, LUGANO, SWITZERLAND.

FOR VALUABLE CONSIDERATION, Trustor irrevocably transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions of this Deed of Trust, Trustor's fifty percent (50%) ownership interest in the real property located in the City of OMAHA, County of DOUGLAS, State of NEBRASKA, and legally described as follows (the "Property"):

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

TOGETHER WITH, all rents, easements, appurtenances, hereditaments, interests in adjoining roads, streets and alleys, improvements and buildings of any kind situated thereon and all personal property that may be or hereafter become an integral part of such buildings and improvements, all crops raised thereon, and all water rights.

The Property and the entire estate and interest conveyed to the Trustee are referred to collectively as the "Trust Estate".

**FOR THE PURPOSE OF SECURITY:**

- a. Payment of indebtedness in the total principal amount of Five Million and 00/100 (\$5,000,000.00) Dollars, with interest thereon, as evidenced by that certain promissory note of even date herewith (the "Note") with a maturity date on the Interest Date of the twelfth (12th) Interest Period, as defined in the Note, executed by Trustor, which has been delivered and is payable to the order of Beneficiary, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof, and
- b. Payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon at the rate of interest specified in the Note, and
- c. The performance of Trustor's covenants and agreements;

PROVIDED, HOWEVER, that it is hereby agreed that the Trust Estate shall serve as security for the Note only to the extent of the principal amount of One Million and 00/100 (\$1,000,000.00) Dollars of the indebtedness described herein, plus all interest, costs, expenses

and other charges and sums, of whatsoever kind or nature, as provided in the "Loan Instruments" (as defined below).

This Deed of Trust, the Note, and any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby between Trustor and Beneficiary relating to the Note, are referred to collectively as the "Loan Instruments".

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST:**

1. **PAYMENT OF INDEBTEDNESS.** Trustor shall pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Loan Instruments.

2. **TAXES AND ASSESSMENTS.** Trustor shall pay all taxes and special assessments of every kind, nor or hereafter levied against the Trust Estate or any part thereof, without notice or demand as each installment comes due and shall provide the Beneficiary with evidence of the payment of the same, provided, however, at the option of Beneficiary, and upon notice thereof, Trustor shall pay to Beneficiary one-twelfth of the real estate taxes each month and such other assessments as they become due. The one-twelfth payment shall be adjusted annually as the taxes change and Trustor agrees that after payment of the taxes each year that any deficiency will be promptly paid to Beneficiary. Beneficiary agrees to provide Trustor with receipts showing that the real estate taxes have been paid in full and when due.

3. **INSURANCE AND REPAIRS.** Trustor shall maintain fire and extended coverage insurance insuring the improvements and buildings constituting part of the Trust Estate for an amount no less than the amount of the unpaid principal balance of the Note (coinsurance not exceeding 80% permitted). Such insurance policy shall contain a standard mortgage clause in favor of Beneficiary and shall not be cancelable, terminable or modifiable without ten (10) days prior written notice to Beneficiary. Trustor shall promptly repair, maintain and replace the Trust Estate or any part thereof so that, except for ordinary wear and tear, the Trust Estate shall not deteriorate. In no event shall the Trustor commit waste on or to the Trust Estate.

4. **ACTIONS AFFECTING TRUST ESTATE.** Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and shall pay all costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Loan Instruments, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustor shall, immediately upon demand therefor by Beneficiary, pay all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing rights, including without limitation costs of evidence to title, court costs, appraisals, surveys and attorney's fees. Any such costs and expenses not paid within ten (10) days of written demand shall draw interest at the default rate provided in the Note.

5. EMINENT DOMAIN. Should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner including deed in lieu of condemnation ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceeding. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary and Trustor agrees to execute such further assignments of the Proceeds as Beneficiary or Trustee may require.

6. FUTURE ADVANCES. Upon request of Trustor, Beneficiary, at Beneficiary's option, prior to reconveyance of the Property to Trustor may make future advances to Trustor. Such future advances, with interest thereof, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

7. APPOINTMENT OF SUCCESSOR TRUSTEE. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nebraska substitute a successor or successors to the Trustee named herein or acting hereunder.

8. SUCCESSORS AND ASSIGNS. This Deed of Trust applies to, insures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note, whether or not named as Beneficiary herein.

9. INSPECTION. Beneficiary or its agent may make reasonable entries upon and inspections of the Property. Beneficiary shall give Trustor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. TRUSTOR NOT RELEASED; FORBEARANCE BY BENEFICIARY NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Beneficiary to any successor in interest of Trustor shall not operate to release the liability of the original Trustor or Trustor's successors in time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN TRUSTOR. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Trustor is sold or transferred and Trustor is not a natural person) without Beneficiary's prior written consent, Beneficiary may, at its option, require immediate payment in

full of all sums secured by this Security Instrument, however, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this Security Instrument. If Beneficiary exercises this option, Beneficiary shall give Trustor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Trustor must pay all sums secured by this Security Instrument. If Trustor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Security Instrument without further notice or demand on Trustor.

12. EVENTS OF DEFAULT. The failure of Trustor, or any other person or entity liable, to timely pay or perform any of the obligations under the Note and the continuation of such failure to pay or perform said obligations for a period of fifteen (15) days after written notice thereof shall have been given to Trustor, shall be deemed an Event of Default hereunder.

13. ACCELERATION; REMEDIES. Beneficiary shall give notice of default to Trustor prior to acceleration following Trustor's breach of any covenant or agreement in this Trust Deed. The notice shall specify: (a) the default; (b) the action required to cure the default, provided the default is of a type that can be cured; (c) the date by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Trustor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Trustor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Beneficiary at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Trustor shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 13, including, but not limited to, reasonable attorney's fees and costs of title evidence. If power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by applicable law to Trustor and to the other persons prescribed by applicable law. After the time required by applicable law, Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. Trustee, without demand on Trustor, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Beneficiary or its designee may purchase the Property at any sale. Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's deed conveying the Property. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees as permitted by applicable law and reasonable attorney's fees; (b) to all sums secured by this Security Instrument and (c) any excess to the person or persons legally entitled to it.

14. BENEFICIARY IN POSSESSION. Upon acceleration under Paragraph 13 or abandonment of the Property, Beneficiary (in person, or by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to

collect the rents of the Property including those past due. Any rents collected by Beneficiary or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

15. REMEDIES NOT EXCLUSIVE. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Instrument or other agreement or any laws now or hereafter in force, notwithstanding some or all of the such indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Instruments to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies. Nothing herein shall be construed as prohibiting Beneficiary from seeking a deficiency judgment against the Trustor to the extent such action is permitted by law.

16. GOVERNING LAW. This Deed of Trust shall be governed by the laws of the State of Nebraska. In the event that any provision or clause of any of the Loan Instruments conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Instruments which can be given effect without the conflicting provision, and to this end the provisions of the Loan Instruments are declared to be severable. This instrument cannot be waived, changed or discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

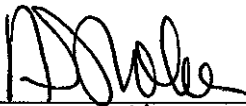
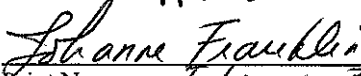
17. RECONVEYANCE. Upon payment of all sums secured by this Security Instrument, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

18. REQUEST FOR NOTICES. Trustor requests that copies of the notices of default and sale be sent to Trustor's address. Trustor further requests that copies of the notices of default and sale be sent to each person who is a party hereto at the address of such person set forth herein.

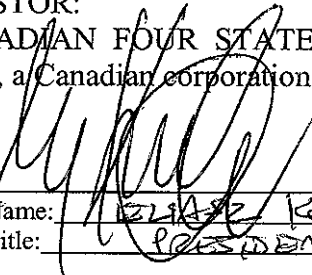
19. NOTICES. Any notice to Trustor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to Trustee's address stated herein or any other address Trustor designates by notice to Beneficiary. Any notice to Beneficiary shall be given by first class mail to Beneficiary's address stated herein or any other address Beneficiary designates by notice to Trustor. Any notice provided for in this Security Instrument shall be deemed to have been given to Trustor or Beneficiary when given as provided in this Paragraph.

20. ACCEPTANCE BY TRUSTEE. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

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

  
\_\_\_\_\_  
Print Name: ARNOLD COHEN  
  
\_\_\_\_\_  
Print Name: Johanne Franklin

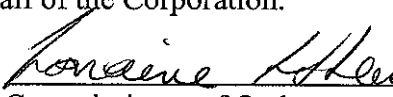

TRUSTOR:  
CANADIAN FOUR STATE HOLDINGS,  
LTD., a Canadian corporation

  
\_\_\_\_\_  
By: ELIAZ KOTLER  
Print Name: \_\_\_\_\_  
Print Title: PRESIDENT

PROVINCE OF QUEBEC )  
: ss.:  
DISTRICT OF MONTREAL )

The foregoing Acknowledgment of Deed of Trust and Deed of Trust was acknowledged before me on September 25th, 2002 by Eliaz Kotler, as President of Canadian Four State Holdings Ltd., a Canadian corporation, on behalf of the Corporation.

My Commission Expires: May 8, 2004

  
\_\_\_\_\_  
Commissioner of Oaths  
 401

## EXHIBIT A

A TRACT OF LAND CONSISTING OF PART OF LOT 11, BLOCK 13; PART OF LOT 5 AND LOTS 6 THROUGH 12, BLOCK 14; PART OF LOT 9, PART OF LOT 10, 11, PART OF LOT 12 AND PART OF LOT 13, BLOCK 15; PART OF LOT 8, LOTS 9 THROUGH 12 AND PART OF LOT 13, BLOCK 22; LOTS 1 THROUGH 9 AND PART OF LOT 10, BLOCK 23; PART OF LOT 8, LOTS 9 AND 10 AND PART OF LOT 11, PART OF LOT 12 AND PART OF LOT 13, BLOCK 24; ALL IN POPPLETON PARK ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, AND PORTIONS OF VACATED STREET AND ALLEYS ADJACENT TO THE ABOVE LOTS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 10, BLOCK 23, POPPLETON PARK ADDITION, WHICH IS 670.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 23, BLOCK 4, BRIGGS PLACE ADDITION; THENCE NORTH ALONG THE LAST LINE OF THE OMAHA BELT LINE RAILWAY RIGHT OF WAY, A DISTANCE OF 940.13 FEET; THENCE SOUTH  $89^{\circ} 29'$  E (ASSUMING SAID EAST LINE OF THE OMAHA BELT LINE RAILWAY TO BE DUE NORTH AND SOUTH) A DISTANCE OF 204.45 FEET TO THE WEST LINE OF SADDLE CREEK ROAD; THENCE SOUTH ALONG A CURVE TO THE LEFT WITH A RADIUS OF 200.7 FEET A DISTANCE OF 48.20 FEET; THENCE SOUTH  $14^{\circ} 42'$  EAST A DISTANCE OF 417.55 FEET; THENCE SOUTH  $0^{\circ} 24'$  WEST A DISTANCE OF 490.75 FEET, THE THREE PREVIOUS COURSES BEING ALONG THE WEST LINE OF SADDLE CREEK ROAD; THENCE NORTH  $89^{\circ} 16'$  WEST A DISTANCE OF 313.63 FEET TO THE POINT OF BEGINNING; EXCLUDING FROM SUCH TRACT, HOWEVER THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 10, BLOCK 23, POPPLETON PARK ADDITION, WHICH IS 670.00 FEET NORTH TO THE SOUTHWEST CORNER OF LOTS 23, BLOCK 4, BRIGGS PLACE ADDITION, THENCE NORTH ALONG THE EAST LINE OF THE OMAHA BELT LINE RAILWAY RIGHT OF WAY, A DISTANCE OF 0.07 FEET; THENCE SOUTH  $89^{\circ} 16'$  EAST (ASSUMING SAID EAST LINE OF THE OMAHA BELT LINE RAILWAY TO BE DUE NORTH AND SOUTH) A DISTANCE OF 10.45 FEET TO THE SOUTHWEST CORNER OF ARLAN'S DEPARTMENT STORE BUILDING; THENCE SOUTH  $89^{\circ} 55'$  EAST ALONG THE SOUTH WALL OF SAID ARLAN BUILDING A DISTANCE OF 175.11 FEET TO THE SOUTHEAST CORNER OF SAID ARLAN BUILDING, THENCE SOUTH  $89^{\circ} 16'$  EAST DISTANCE OF 14.42 FEET; THENCE SOUTH  $00^{\circ} 00'$  WEST A DISTANCE OF 2.07 FEET; THENCE NORTH  $89^{\circ} 16'$  WEST A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

FURTHER EXCEPTING:

AN IRREGULARLY SHAPED PARCEL OF LAND LOCATED IN POPPLETON PARK ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, AND CERTAIN VACATED STREET AND ALLEY RIGHTS OF WAY LOCATED THEREIN, MORE SPECIFICALLY BEING PART OF LOTS 9, 10, 12, 13 AND THE VACATED EAST/WEST ALLEY IN BLOCK 15, LOTS 8, 13, AND THE VACATED EAST/WEST ALLEY IN BLOCK 22 LOTS 8, 13, AND THE VACATED EAST/WEST ALLEY IN BLOCK 24, AND PORTIONS OF VACATED WAKELY STREET, VACATED CHICAGO STREET AND VACATED CASS STREET.

Continued on next page

0251015320



## EXHIBIT A CONTINUED

0251015320

THE SAID PARCEL TO BE ACQUIRED IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF LOT 10, BLOCK 23 OF SAID POPPLETON PARK ADDITION, SAID POINT, BEING 670.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 23, BLOCK 4 BRIGGS PLACE ADDITION; THENCE NORTH (ASSUMED BEARING) ALONG THE EAST LINE OF THE FORMER OMAHA BELT LINE RAILROAD RIGHT OF WAY FOR A DISTANCE OF 940.13 FEET THENCE SOUTH  $89^{\circ} 29'$  EAST FOR A DISTANCE OF 204.45 FEET TO THE WEST RIGHT OF WAY LINE OF SADDLE CREEK ROAD; THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 200.70 FEET FOR AN ARC DISTANCE OF 48.30 FEET TO A POINT OF TANGENCY; THENCE SOUTH  $14^{\circ} 42'$  EAST ALONG SAID WEST LINE FOR A DISTANCE OF 59.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH  $14^{\circ} 42'$  EAST ALONG SAID WEST LINE FOR A DISTANCE OF 358.51 FEET TO A POINT OF DEFLECTION; THENCE SOUTH  $0^{\circ} 24'$  WEST ALONG SAID WEST LINE FOR A DISTANCE OF 490.75 FEET ; THENCE NORTH  $89^{\circ} 16'$  WEST FOR A DISTANCE OF 1.76 FEET; THENCE NORTH  $0^{\circ} 29' 09''$  EAST FOR A DISTANCE OF 335.79 FEET TO A POINT 1.26 FEET WEST OF THE WEST RIGHT OF WAY LINE OF SADDLE CREEK ROAD; THENCE NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 780.51 FEET FOR AN ARC DISTANCE OF 182.63 FEET (CHORD BEARING NORTH  $6^{\circ} 13' 04''$  WEST FOR 182.21 FEET) THENCE NORTH  $12^{\circ} 55' 15''$  WEST FOR A DISTANCE OF 239.93 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 856.51 FEET FOR AN ARC DISTANCE OF 88.09 FEET (CHORD BEARING NORTH  $9^{\circ} 58' 29''$  WEST FOR 88.05 FEET ) TO THE POINT OF BEGINNING



REL 2006007878

Del 4 36  
380  
FB 10-30940  
C/O \_\_\_\_\_ COMP MB  
SCAN \_\_\_\_\_ FV \_\_\_\_\_



JAN 23 2006 15:01 P 4

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
1/23/2006 15:01:13.07



2006007878

**DEED OF RECONVEYANCE**

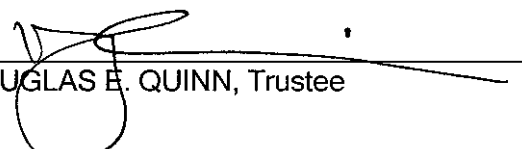
**KNOW ALL MEN BY THESE PRESENTS:**

Reference is hereby made to that certain Deed of Trust executed by CANADIAN FOUR STATE HOLDINGS, LTD. to FIRST AMERICAN TITLE INSURANCE COMPANY as Trustee for the benefit of PELLAN ITALIA SPA, the Beneficiary named therein, dated September 25, 2002 and recorded in the Office of the Register of Deeds of Douglas County, Nebraska, in Book 7572 at Page 613, and a Substitution of Trustee which has been executed and filed by Beneficiary naming Douglas E. Quinn, a member of the Nebraska State Bar Association, as Trustee of said Deed of Trust, which was filed November 4, 2005 as Instrument No. 2005139886, and said Beneficiary has requested that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement below.

NOW THEREFORE, in accordance with the request of the Beneficiary, the undersigned as Trustee does by these presents, grant, release and reconvey to the person or persons entitled thereto all the interest and estate derived to said Trustee by or through said Deed of Trust on that property described in Exhibit A attached hereto, together with all buildings, fixtures, and improvements and appurtenances belonging to such premises.

Said Deed of Trust secured \$1,000,000.00 of a Promissory Note dated September 25, 2002. This Deed of Reconveyance shall not be deemed to be a release, satisfaction or acknowledgment of satisfaction of any debt in excess of the \$1,000,000.00, interest and trustee's fees secured by said Deed of Trust.


Dated: January 23, 2006.

  
DOUGLAS E. QUINN, Trustee

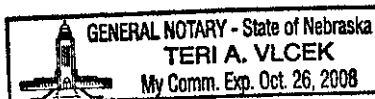
STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 23rd day of January, 2006, before me a Notary Public in and for said County and State, personally appeared Douglas E. Quinn, Trustee, to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.

Witness my hand and official seal the day and year last above written.

  
Notary Public

When recorded return to:  
**Trenten P. Bausch**  
**Blackwell Sanders Peper Martin, LLP**  
**1620 Dodge Street, Suite 2100**  
**Omaha NE 68102**

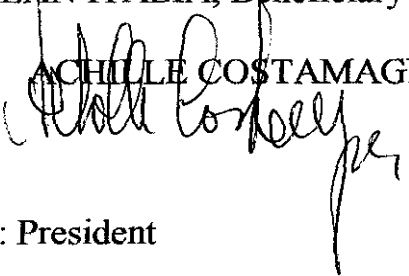


✓ 30470

Vigevano, 19.01.2006

This is to certify that the above named Trustee has been requested in writing to execute the foregoing Deed of Reconveyance and its action in doing so is ratified and confirmed in all respects by the Beneficiary.

PELLAN ITALIA, Beneficiary

By: ACHILLE COSTAMAGNA

Title: President

## EXHIBIT A

A TRACT OF LAND CONSISTING OF PART OF LOT 11, BLOCK 13; PART OF LOT 5 AND LOTS 6 THROUGH 12, BLOCK 14; PART OF LOT 9, PART OF LOT 10, 11, PART OF LOT 12 AND PART OF LOT 13, BLOCK 15; PART OF LOT 8, LOTS 9 THROUGH 12 AND PART OF LOT 13, BLOCK 22; LOTS 1 THROUGH 9 AND PART OF LOT 10, BLOCK 23; PART OF LOT 8, LOTS 9 AND 10 AND PART OF LOT 11, PART OF LOT 12 AND PART OF LOT 13, BLOCK 24; ALL IN POPPLETON PARK ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, AND PORTIONS OF VACATED STREET AND ALLEYS ADJACENT TO THE ABOVE LOTS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 10, BLOCK 23, POPPLETON PARK ADDITION, WHICH IS 670.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 23, BLOCK 4, BRIGGS PLACE ADDITION; THENCE NORTH ALONG THE LAST LINE OF THE OMAHA BELT LINE RAILWAY RIGHT OF WAY, A DISTANCE OF 940.13 FEET; THENCE SOUTH 89° 29' E (ASSUMING SAID EAST LINE OF THE OMAHA BELT LINE RAILWAY TO BE DUE NORTH AND SOUTH) A DISTANCE OF 204.45 FEET TO THE WEST LINE OF SADDLE CREEK ROAD; THENCE SOUTH ALONG A CURVE TO THE LEFT WITH A RADIUS OF 200.7 FEET A DISTANCE OF 48.20 FEET; THENCE SOUTH 14° 42' EAST A DISTANCE OF 417.55 FEET; THENCE SOUTH 0° 24' WEST A DISTANCE OF 490.75 FEET, THE THREE PREVIOUS COURSES BEING ALONG THE WEST LINE OF SADDLE CREEK ROAD; THENCE NORTH 89° 16' WEST A DISTANCE OF 313.63 FEET TO THE POINT OF BEGINNING; EXCLUDING FROM SUCH TRACT, HOWEVER THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 10, BLOCK 23, POPPLETON PARK ADDITION, WHICH IS 670.00 FEET NORTH TO THE SOUTHWEST CORNER OF LOTS 23, BLOCK 4, BRIGGS PLACE ADDITION, THENCE NORTH ALONG THE EAST LINE OF THE OMAHA BELT LINE RAILWAY RIGHT OF WAY, A DISTANCE OF 0.07 FEET; THENCE SOUTH 89° 16' EAST (ASSUMING SAID EAST LINE OF THE OMAHA BELT LINE RAILWAY TO BE DUE NORTH AND SOUTH) A DISTANCE OF 10.45 FEET TO THE SOUTHWEST CORNER OF ARLAN'S DEPARTMENT STORE BUILDING; THENCE SOUTH 89° 55' EAST ALONG THE SOUTH WALL OF SAID ARLAN BUILDING A DISTANCE OF 175.11 FEET TO THE SOUTHEAST CORNER OF SAID ARLAN BUILDING, THENCE SOUTH 89° 16' EAST DISTANCE OF 14.42 FEET; THENCE SOUTH 00° 00' WEST A DISTANCE OF 2.07 FEET; THENCE NORTH 89° 16' WEST A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING.

### FURTHER EXCEPTING:

AN IRREGULARLY SHAPED PARCEL OF LAND LOCATED IN POPPLETON PARK ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, AND CERTAIN VACATED STREET AND ALLEY RIGHTS OF WAY LOCATED THEREIN, MORE SPECIFICALLY BEING PART OF LOTS 9, 10, 12, 13 AND THE VACATED EAST/WEST ALLEY IN BLOCK 15, LOTS 8, 13, AND THE VACATED EAST/WEST ALLEY IN BLOCK 22 LOTS 8, 13, AND THE VACATED EAST/WEST ALLEY IN BLOCK 24, AND PORTIONS OF VACATED WAKELY STREET, VACATED CHICAGO STREET AND VACATED CASS STREET.

Continued on next page

EXHIBIT A CONTINUED

THE SAID PARCEL IS MORE PARTICULARLY DESCRIBED

AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF LOT 10, BLOCK 23 OF SAID POPPLETON PARK ADDITION, SAID POINT, BEING 670.00 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 23, BLOCK 4 BRIGGS PLACE ADDITION; THENCE NORTH (ASSUMED BEARING) ALONG THE EAST LINE OF THE FORMER OMAHA BELT LINE RAILROAD RIGHT OF WAY FOR A DISTANCE OF 940.13 FEET THENCE SOUTH 89° 29' EAST FOR A DISTANCE OF 204.45 FEET TO THE WEST RIGHT OF WAY LINE OF SADDLE CREEK ROAD; THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 200.70 FEET FOR AN ARC DISTANCE OF 48.30 FEET TO A POINT OF TANGENCY; THENCE SOUTH 14° 42' EAST ALONG SAID WEST LINE FOR A DISTANCE OF 59.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 14° 42' EAST ALONG SAID WEST LINE FOR A DISTANCE OF 358.51 FEET TO A POINT OF DEFLECTION; THENCE SOUTH 0° 24' WEST ALONG SAID WEST LINE FOR A DISTANCE OF 490.75 FEET ; THENCE NORTH 89° 16' WEST FOR A DISTANCE OF 1.76 FEET; THENCE NORTH 0° 29' 09" EAST FOR A DISTANCE OF 335.79 FEET TO A POINT 1.26 FEET WEST OF THE WEST RIGHT OF WAY LINE OF SADDLE CREEK ROAD; THENCE NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 780.51 FEET FOR AN ARC DISTANCE OF 182.63 FEET (CHORD BEARING NORTH 6° 13' 04" WEST FOR 182.21 FEET) THENCE NORTH 12° 55' 15" WEST FOR A DISTANCE OF 239.93 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 856.51 FEET FOR AN ARC DISTANCE OF 88.09 FEET (CHORD BEARING NORTH 9° 58' 29" WEST FOR 88.05 FEET ) TO THE POINT OF BEGINNING