

TRUSTEE'S DEED

KNOW ALL MEN BY THESE PRESENTS:

That First National Bank of Omaha, Trustee, does by virtue and in execution of the powers in it vested as Trustee, and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to it in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto

Sunbelt 1983-A Smorgasbord Restaurants, Ltd., an Oklahoma limited partnership

the following described real estate, situated in the County of Douglas and State of Nebraska, to-wit:

The North 250 feet of the East 400 feet of Lot 30, Empire Park, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska, and shown on the attached Land Surveyor's Certificate (To be known as Lot 1, Empire Park Replat II).

subject to easements and restrictions of record.

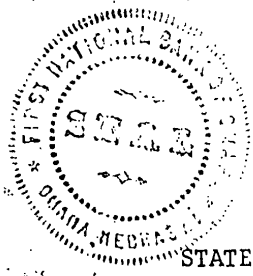
Grantor covenants with Grantee that Grantor:

- 1. Is lawfully seized of such real estate and that it is free from encumbrances, except easements and restrictions of record.
2. Has legal power and lawful authority to convey the same.
3. Warrants and will defend title to the real estate against any acts of the Grantor.

The above described real estate is conveyed subject to the restrictions attached hereto as Exhibit A, which shall run with the land, and be binding on his or its successors or assigns.

First National Bank of Omaha, Trustee

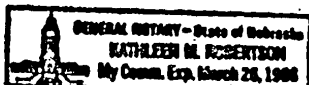
[Signature of J. Terry MacNamara] Trust Officer



STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

SS

The foregoing instrument was acknowledged before me on this 1st day of JUNE, 1983, by J. Terry MacNamara Trust Officer of First National Bank of Omaha, Trustee.



[Signature of Kathleen M. Robertson] Notary Public

Commission expires March 28, 1986

Vertical handwritten note on the left margin: 'Atty in Law June 1983 17063 H. J. ... Oklahoma'

EXHIBIT "A"

Buyer agrees that Buyer and Buyer's assigns shall be restricted in their use of the real property purchased hereunder as follows:

1. Such use shall at all times comply with all applicable federal, state, and municipal laws, including all zoning and building codes.

2. Other than doors and windows, one hundred percent (100%) of the exterior walls of all buildings erected on said real property shall be constructed, or faced, with brick, decorative concrete block, decorative concrete panels, or equally attractive materials. The entire surface of each built-upon lot which is not otherwise covered by buildings, parking areas, and other improvements, shall be covered by grass, trees, or shrubs, and maintained in an attractive manner at all times. No portion of any built-upon lots shall be left as open dirt or weed areas.

3. No portion of any lot shall be used for any industrial, residential, or non-commercial use. The permitted commercial uses of said lots shall be of the general, although not necessarily identical, type and character as the present commercial uses of the developed lots in Empire Park, including without limitation, motels, office buildings, banks, radio stations, health clubs, and insurance agencies.

4. The exterior of all improvements shall have an attractive appearance, so as to not materially impair the marketability of any unimproved lots owned by Seller in Empire Park.

5. Prior to construction of any improvements, Buyer shall submit Buyer's plans to Seller. If Seller reasonably and in good faith determines that such plans, if implemented, shall constitute a material breach of the restrictions set forth in paragraphs 1 through 4 above, Seller shall, within 10 days after receipt of said plans, give written notice to Buyer of Seller's disapproval of said plans. Upon receipt of such disapproval, Buyer shall: (a) conform such plans to the reasonable requirements of Seller; (b) commence a declaratory judgment action in the District Court of Douglas County, Nebraska for the purpose of determining whether or not such plans constitute a violation of the restrictions set forth in paragraphs 1 through 4 above and/or (c) elect to submit the dispute to arbitration. In the event arbitration is elected by Buyer, Buyer and Seller shall each select an independent architect and said architects shall select a third architect. Said three architects shall promptly review and, by a majority vote, determine whether or not said plans reasonably constitute a violation of said restrictions. All expenses of such arbitration shall be equally divided between the parties. If Seller fails to object to said plans within 10 days of receipt Seller shall be deemed to have waived any objection thereto.

The deed pursuant to which the land covered hereby is conveyed shall contain a restriction of use of the terms above set forth.

LAND SURVEYOR'S CERTIFICATE

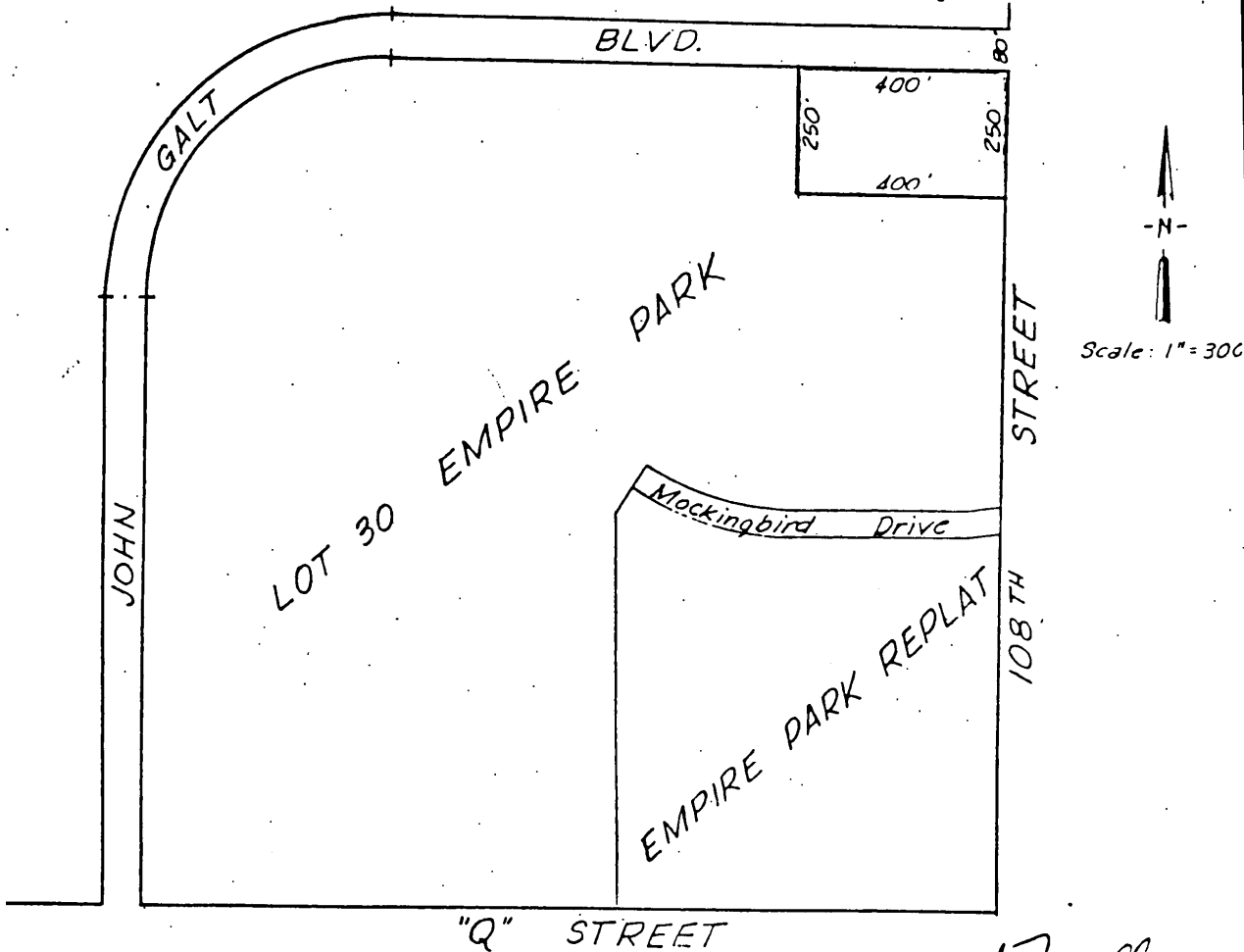
I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Nebraska.

Legal Description

North 250 feet of the East 400 feet of Lot 30, Empire Park, as surveyed, platted and recorded in Douglas Co., Nebraska

10803 JOHN GALT BLVD.

Plat to scale showing tract surveyed with all pertinent points



William Farrell
 SIGNATURE OF LAND SURVEYOR
 REGISTRATION NO. 330

DATE OF SURVEY 3/14/83 DATE RECEIVED _____
 FIELD BOOK NO. _____ PAGE _____ BY _____

Approved as a subdivision of only two (2) lots with plat requirement waived per Section 7.08 Home Rule Charter of the City of Omaha, 1956.

Design Engineering, Inc.
 Date 3/17/83 *Marvin H. Schubert*
 Planning Director

