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J. Keith Jones, Esq.
Sonnenschein Nath & Rosenthal LLP
Post Office Box 35149
Charlotte, North Carolina 28235-5149

**WELLS FARGO BANK, N.A. AS TRUSTEE UNDER THAT CERTAIN POOLING AND
SERVICING AGREEMENT DATED AS OF SEPTEMBER 1, 2007 FOR THE
REGISTERED HOLDERS OF CREDIT SUISSE FIRST BOSTON MORTGAGE
SECURITIES CORP. COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2007-C4**

**LOAN ASSUMPTION
AND
SUBSTITUTION AGREEMENT**

Date: As of June 17, 2008

LOAN ASSUMPTION AND SUBSTITUTION AGREEMENT

THIS LOAN ASSUMPTION AND SUBSTITUTION AGREEMENT (this "*Agreement*") is made and entered into as of June 11, 2008, by and among JG KILBY PLACE, LLC, a Nebraska limited liability company, having an address of 2720 South 101st Street, Omaha, Nebraska 68124 ("*Assuming Borrower*"), JAROLD L. KOHLL and GAIL KOHLL, each an individual, having an address of 2720 South 101st Street, Omaha, Nebraska 68124 ("*Assuming Indemnitor*"), KILBY PLACE LLC, a Nebraska limited liability company, having an address of 14301 FNB Parkway, Suite 100, Omaha, Nebraska 68154 ("*Original Borrower*"), and BENNETT A. GINSBERG, an individual, having an address of 2522 South 95th Circle, Omaha, Nebraska 68124 ("*Original Indemnitor*"), in favor of WELLS FARGO BANK, N.A. as Trustee under that certain Pooling and Servicing Agreement dated as of September 1, 2007 (the "*PSA*"), for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates, Series 2007-C4 whose mailing address is c/o Wachovia Bank, National Association, Wachovia Securities, Commercial Real Estate Services, Charlotte Plaza, 9th Floor, 201 South College Street, Charlotte, North Carolina 28244, Attn: Portfolio Manager ("*Lender*").

RECITALS

A. COLUMN FINANCIAL, INC., a Delaware corporation ("*Original Lender*"), pursuant to the Loan Documents (as defined below) made a loan to Original Borrower in the original principal amount of \$1,470,000 (the "*Loan*"). The Loan is evidenced and secured by the following documents executed in favor of Original Lender by Original Borrower and Original Indemnitor:

- (1) Promissory Note dated as of June 6, 2007, payable by Original Borrower to Original Lender in the original principal amount of \$1,470,000 (the "*Note*");
- (2) Deed of Trust, Security Agreement and Assignment of Leases and Rents of even date with the Note, granted by Original Borrower to First American Title Insurance Company, as trustee for the benefit of Original Lender, recorded as Instrument No. 2007064255 in the real estate records of Douglas County, Nebraska (the "*Recorder's Office*") (the "*Mortgage*");
- (3) Indemnity and Guaranty Agreement of even date with the Note, granted by Original Indemnitor to Original Lender (the "*Indemnity Agreement*");
- (4) Environmental Indemnity Agreement of even date with the Note, granted by Original Borrower and Original Indemnitor to Original Lender (the "*Environmental Indemnity Agreement*"); and
- (5) Cash Management Agreement of even date with the Note, among Original Borrower, The MEGA Corporation and Original Lender.

The foregoing documents, together with any and all other documents executed by Original Borrower or Original Indemnitor in connection with the Loan, are collectively referred to as the "*Loan Documents*." As used herein, the term "*Assuming Obligors*" shall mean Assuming

Borrower and Assuming Indemnitor, and the term "**Original Obligors**" shall mean Original Borrower and Original Indemnitor.

B. Original Lender assigned, sold and transferred its interest in the Loan and all Loan Documents to Lender and Lender is the current holder of all of Original Lender's interest in the Loan and Loan Documents.

C. Original Borrower continues to be the owner of the Property (as defined below).

D. Pursuant to that certain Uniform Commercial Purchase Agreement dated as of February 26, 2008, by and between Original Borrower and Jarold L. Kohll (as assigned to Assuming Borrower, the "**Sales Agreement**"), Original Borrower agreed to sell, and Assuming Borrower agreed to purchase, that certain real property more particularly described on Exhibit A attached hereto, together with all other property encumbered by the Mortgage and the other Loan Documents (collectively, the "**Property**"). The Sales Agreement requires that Assuming Borrower assume the Loan and the obligations of Original Borrower under the Loan Documents, and conditions the closing of the sale of the Property upon Lender's consent to the sale of the Property and the assumption of the Loan.

E. Pursuant to Section 1.10 of the Mortgage, Original Borrower has the right to sell the Property to a third party subject to the consent of Lender and the satisfaction of certain conditions specified therein. Original Borrower and Assuming Borrower have requested that Lender consent to the sale, conveyance, assignment and transfer of the Property by Original Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents, and to the assumption by Assuming Borrower of the Loan and the assumption by Assuming Obligors of the obligations of Original Obligors under the Loan Documents, to the extent set forth herein (the "**Assumption**").

F. Lender is willing to consent to the sale, conveyance, assignment and transfer of the Property by Original Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents, and to the Assumption on and subject to the terms and conditions set forth in this Agreement, the Mortgage and the other Loan Documents.

G. Lender, Original Obligors and Assuming Obligors, by their respective executions hereof, evidence their consent to the transfer of the Property to Assuming Borrower and the Assumption as hereinafter set forth.

STATEMENT OF AGREEMENT

In consideration of the mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. Representations, Warranties and Covenants of Original Obligors; Release of Lender.

(a) Original Obligors hereby represent to Lender as of the date hereof that: (i) simultaneously with the execution and delivery hereof, Original Borrower has conveyed and transferred all of the Property to Assuming Borrower; (ii) simultaneously with the execution and delivery hereof, Original Borrower has assigned and transferred to Assuming Borrower all leases,

tenancies, security deposits and prorated rents of the Property in effect as of the date hereof (the "**Leases**") retaining no rights therein or thereto; (iii) Original Borrower has not received a mortgage from Assuming Borrower encumbering the Property to secure the payment of any sums due Original Borrower or obligations to be performed by Assuming Borrower; (iv) except as may otherwise be permitted pursuant to the Loan Documents, the Mortgage is a valid first lien on the Property for the full unpaid principal amount of the Loan and all other amounts as stated therein; (v) no Event of Default (as defined in the Mortgage) has occurred and is continuing; (vi) there are no defenses, set-offs or rights of defense, set-off or counterclaim whether legal, equitable or otherwise to the obligations evidenced by or set forth in the Loan Documents; (vii) all provisions of the Loan Documents are in full force and effect except as modified herein; (viii) except as may otherwise be permitted pursuant to the Loan Documents, there are no subordinate liens of any kind covering or relating to the Property, nor are there any mechanics' liens or liens for unpaid taxes or assessments encumbering the Property, nor has notice of a lien or notice of intent to file a lien been received; and (ix) the representations and warranties made by Original Obligors in the Loan Documents or in any other documents or instruments delivered in connection with the Loan Documents including, without limitation, all representations and warranties with respect to environmental matters, are true on and as of the date hereof, with the same force and effect as if made on and as of the date hereof.

(b) Original Obligors hereby covenant and agree that: (i) from and after the date hereof, Lender may deal solely with Assuming Obligors in all matters relating to the Loan, the Loan Documents and the Property; (ii) they shall not at any time hereafter take (x) a mortgage or other lien encumbering the Property or (y) a pledge of direct or indirect interests in Assuming Borrower from Assuming Obligors to secure any sums to be paid or obligations to be performed by Assuming Obligors so long as any portion of the Loan remains unpaid; and (iii) Lender has no further duty or obligation of any nature relating to this Loan or the Loan Documents to Original Obligors.

Original Obligors understand and intend that Lender shall rely on the representations, warranties and covenants contained herein.

2. Representations, Warranties and Covenants of Assuming Obligors.

(a) Assuming Obligors hereby represent and warrant to Lender as of the date hereof that: (i) simultaneously with the execution and delivery hereof, Assuming Borrower has purchased from Original Borrower all of the Property and has accepted Original Borrower's assignment of the Leases; (ii) Assuming Borrower has assumed the performance of Original Borrower's obligations under the Leases from and after the date hereof; (iii) Assuming Borrower has not granted to Original Borrower (x) a mortgage or other lien upon the Property or (y) a pledge of direct or indirect interests in Assuming Borrower to secure any debt or obligations owed to Original Borrower; (iv) to the knowledge of Assuming Obligors, no Event of Default has occurred or is continuing; (v) to the knowledge of Assuming Obligors, all provisions of the Loan Documents are in full force and effect; (vi) to the knowledge of Assuming Obligors, the representations and warranties made in the Loan Documents or in any other documents or instruments delivered in connection with the Loan Documents are true on and as of the date hereof; and (vii) Assuming Obligors have reviewed all of the Loan Documents and consent to the terms thereof.

(b) Assuming Borrower shall not hereafter, without Lender's prior consent in accordance with the terms of the Loan Documents, further encumber the Property or sell or transfer the Property or any interest therein, except as may be specifically permitted in the Loan Documents. Assuming Obligor has no knowledge that any of the representations and warranties made by Original Obligor herein are untrue, incomplete or incorrect.

(c) Assuming Indemnitor hereby represents and warrants to Lender that Assuming Indemnitor is an affiliate of Assuming Borrower and Assuming Indemnitor will derive substantial economic benefit from Lender's consent to the Assumption. Assuming Indemnitor hereby acknowledges and agrees that Assuming Indemnitor has executed this Agreement and agrees to be bound by the covenants and agreements set forth herein in order to induce Lender to consent to the transaction described herein. Accordingly, Assuming Indemnitor acknowledges that Lender would not consent to the transaction described herein without the execution and delivery by Assuming Indemnitor of this Agreement.

Assuming Obligor understands and intends that Lender shall rely on the representations, warranties and covenants contained herein.

3. Assumption of Obligations of Borrower. Assuming Borrower hereby assumes the Debt (as defined in the Mortgage) and Assuming Borrower hereby assumes all the other obligations of Original Borrower of every type and nature set forth in the Loan Documents in accordance with their respective terms and conditions, as the same may be modified by this Agreement. Assuming Borrower further agrees to abide by and be bound by all of the terms of the Loan Documents applicable to the "Borrower" in accordance with their respective terms and conditions including, but not limited to, the representations, warranties, covenants, assurances and indemnifications therein, all as though each of the Loan Documents had been made, executed and delivered by Assuming Borrower. Assuming Borrower agrees to pay when and as due all sums due under the Note and agrees to pay, perform and discharge each and every other obligation of payment and performance of the "Borrower" pursuant to and as set forth in the Loan Documents at the time, in the manner and otherwise in all respects as therein provided. Assuming Borrower hereby acknowledges, agrees and warrants that: (i) there are no rights of set-off or counterclaim, nor any defenses of any kind, whether legal, equitable or otherwise, which would enable Assuming Borrower to avoid or delay timely performance of its obligations under the Loan Documents, as applicable; and (ii) there are no monetary encumbrances or liens of any kind or nature against the Property except those created by the Loan Documents, and all rights, priorities, titles, liens and equities securing the payment of the Note are expressly recognized as valid and are in all things renewed, continued and preserved in force to secure payment of the Note, except as amended herein.

4. Assumption of the Obligations of the Indemnitor under the Indemnity Agreement and Environmental Indemnity Agreement; Substitution of Indemnitor. From and after the date of this Agreement, Assuming Indemnitor shall be obligated and responsible for the performance of each and all of the obligations and agreements of the "Indemnitor," "Guarantor" or "Principal" (collectively referred to herein as "*Indemnitor*") under the Indemnity Agreement, the Environmental Indemnity Agreement and the other Loan Documents to which Original Indemnitor is a party. Assuming Indemnitor shall be liable and responsible for each and all of the liabilities of the Indemnitor thereunder, and shall be substituted in lieu of and in place of Original Indemnitor as

fully and completely as if Assuming Indemnitor had originally executed and delivered such Loan Documents as the Indemnitor thereunder including, without limitation, all of those obligations, agreements and liabilities which would have, but for the provisions of this Agreement, been the obligations, agreements and liabilities of Original Indemnitor, without regard to when such obligations, agreements and liabilities arise, accrue or have arisen or accrued, and without regard to the Indemnitor then responsible or liable therefor at the time of such accrual. From and after the date hereof, Assuming Indemnitor further agrees to abide by and be bound by all of the terms of the Loan Documents having reference to the Indemnitor, all as though each of the Loan Documents to which Original Indemnitor is a party had been made, executed and delivered by Assuming Indemnitor as the Indemnitor. From and after the date hereof, Assuming Indemnitor hereby agrees to pay, perform and discharge each and every obligation of payment and performance of the Indemnitor under, pursuant to and as set forth in the Loan Documents at the time, in the manner and otherwise in all respects as therein provided. With respect to the Environmental Indemnity Agreement, the liability of Assuming Indemnitor shall be joint and several with that of Assuming Borrower.

5. Notices to Indemnitor. Without amending, modifying or otherwise affecting the provisions of the Loan Documents except as expressly set forth herein, Lender shall, from and after the date of this Agreement, deliver any notices to the Indemnitor which are required to be delivered pursuant to the Loan Documents or are otherwise delivered by Lender thereunder at Lender's sole discretion, to Assuming Indemnitor's address set forth above.

6. Consent to Conveyance; Assumption and Substitution of Indemnitor; Release of Original Obligors. Subject to the terms and conditions set forth in this Agreement, Lender consents to: (a) the sale, conveyance, assignment and transfer of the Property by Original Borrower to Assuming Borrower, subject to the Mortgage and the other Loan Documents; (b) the assumption by Assuming Borrower of the Loan and the obligations of Original Borrower under the Loan Documents; and (c) the assumption by Assuming Indemnitor of the obligations of Original Indemnitor under the Loan Documents. Original Obligors are hereby released from any liability to Lender under any and all of the Loan Documents first arising or accruing subsequent to the Assumption. Lender's consent to such transfer and Assumption shall, however, not constitute its consent to any subsequent transfers of the Property. Original Obligors hereby acknowledge and agree that the foregoing release shall not be construed to release Original Obligors from any personal liability under the Note or any of the other Loan Documents for any act or event occurring or obligation arising prior to or simultaneously with the closing of the transaction described herein.

7. Release and Covenant Not to Sue. Original Obligors and Assuming Obligors, on behalf of themselves and their heirs, successors and assigns, hereby release and forever discharge Lender, any trustee of the Loan, any servicer of the Loan, each of their respective predecessors in interest and successors and assigns, together with the officers, directors, partners, employees, investors, certificate holders and agents of each of the foregoing (collectively, "**Lender Parties**"), from all debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, claims, damages, judgments, executions, actions, inactions, liabilities, demands or causes of action of any nature, at law or in equity, known or unknown, which Original Obligors and Assuming Obligors now have by reason of any cause, matter or thing through and including the date hereof including, without limitation, matters arising out of or relating to: (a) the Loan including, without limitation, its funding, administration and servicing; (b) the Loan

Documents; (c) the Property; (d) any reserve and escrow balances held by Lender or any servicers of the Loan; or (e) the sale, conveyance, assignment and transfer of the Property. Original Obligor and Assuming Obligor, on behalf of themselves and their heirs, successors and assigns, covenant and agree never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against any of Lender Parties by reason of or in connection with any of the foregoing matters, claims or causes of action.

8. Acknowledgment of Indebtedness. This Agreement recognizes the reduction of the principal amount of the Note and the payment of interest thereon to the extent of payments made by Original Borrower prior to the date of execution of this Agreement. The parties acknowledge and agree that, as of the date of this Agreement, the principal balance of the Note is \$1,453,669.91 and interest on the Note is paid to June 10, 2008. Assuming Borrower acknowledges and agrees that the Loan, as evidenced and secured by the Loan Documents, is a valid and existing indebtedness payable by Assuming Borrower to Lender. The parties acknowledge that Lender is holding the following escrow and reserve balances:

Tax Escrow:	\$11,742.59
Insurance Escrow:	\$4,480.50
Replacement Reserve:	\$847.10
Tenant Improvements and Leasing Commissions:	\$6,356.44

The parties acknowledge and agree that Lender shall continue to hold the escrow and reserve balances for the benefit of Assuming Borrower in accordance with the terms of the Loan Documents. Original Obligor covenant and agree that Lender Parties have no further duty or obligation of any nature to Original Obligor relating to such escrow and reserve balances. Original Obligor hereby release and forever discharge Lender Parties from any obligations to Original Obligor relating to such escrow and reserve balances. Assuming Obligor acknowledge and agree that the funds listed above constitute all of the reserve and escrow funds currently held by Lender with respect to the Loan and authorize such funds to be transferred to an account controlled by Lender for the benefit of Lender and Assuming Borrower.

9. Modifications of the Loan Documents. The Loan Documents are hereby modified as follows:

(a) Section 4.2 of the Mortgage is hereby deleted in its entirety and the following substituted instead:

“Notices. All notices, demands, requests or other written communications hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of the same in person to the intended addressee, or by depositing the same with a reputable private courier service for next business day delivery, or by depositing the same in the United States mail, postage prepaid, registered or certified mail, return receipt requested, in any event addressed to the intended addressee addressed as follows:

If to Borrower:

JG KILBY PLACE, LLC
2720 South 101st Street
Omaha, Nebraska 68124
Attn: Jarold L. Kohll

With a copy to:

Parsonage Vandencck Williams LLC
5332 South 138th Street, Suite 100
Omaha, Nebraska 68137
Attn: Ronald Parsonage, Esq.

If to Lender:

WELLS FARGO BANK, N.A. as Trustee for the Registered Holders of Credit
Suisse First Boston Mortgage Securities Corp. Commercial Mortgage Pass-Through
Certificates, Series 2007-C4
c/o Wachovia Bank, National Association
Wachovia Securities
Commercial Real Estate Services
Charlotte Plaza, 9th Floor
201 South College Street
Charlotte, North Carolina 28244
Attn: Portfolio Manager

With a copy to:

Sommenschein Nath & Rosenthal LLP
Post Office Box 35149
Charlotte, North Carolina 28235-5149
Attn: J. Keith Jones, Esq.

All notices, demands and requests shall be effective (i) upon delivery, if delivered in person, (ii) one (1) business day after having been deposited for overnight delivery with any reputable overnight courier service, or (iii) three (3) business days after having been deposited in the United States mail as provided above. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as herein required shall be deemed to be receipt of the notice, demand or request sent. By giving to the other party hereto at least fifteen (15) days prior written notice thereof in accordance with the provisions hereof, the parties hereto shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.”

(b) Section B-1(a) of Exhibit B to the Mortgage is hereby modified by replacing “\$529.00” with “757.50”.

10. Interest Accrual Rate and Monthly Installment Payment Amount to Remain the Same. The interest rate and the monthly payments set forth in the Note shall remain unchanged. Prior to the occurrence of an Event of Default hereunder or under the Note, interest shall accrue on

the principal balance outstanding from time to time at the Note Rate (as defined in the Note) and principal and interest (which does not include such amounts as may be required to fund escrow obligations under the terms of the Loan Documents) shall continue to be paid in accordance with the provisions of the Note.

11. Conditions. This Agreement shall be of no force and effect until each of the following conditions has been met to the complete satisfaction of Lender:

(a) Fees and Expenses. Original Borrower or Assuming Borrower shall pay or cause to be paid at closing: (i) all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby including, but not limited to, recording fees, filing fees, surveyor fees, broker fees, transfer or mortgage taxes, rating agency confirmation fees, application fees, all third party fees, search fees, transfer fees, inspection fees, title insurance policy or endorsement premiums or other charges of the title company and escrow agent, and the fees and expenses of legal counsel to any Lender Party and any applicable rating agency; and (ii) an assumption fee to Lender being one percent (1%) of the outstanding principal balance of the Note as of the date of the transfer and assumption contemplated by this Agreement, and the other fees and expenses outlined in the beneficiary statement distributed to the parties by Lender.

(b) Other Conditions. Satisfaction of all requirements under the Loan Documents and the closing checklist for this transaction as determined by Lender and Lender's counsel in their sole discretion.

12. Default.

(a) Breach. Any breach of Assuming Obligors or Original Obligors of any of the representations, warranties and covenants contained herein shall constitute a default under the Mortgage and each other Loan Document.

(b) Failure to Comply. Any failure of Assuming Obligors or Original Obligors to fulfill any one of the conditions set forth in this Agreement shall constitute a default under this Agreement and the Loan Documents.

13. No Further Consents. Assuming Obligors and Original Obligors acknowledge and agree that Lender's consent herein contained is expressly limited to the sale, conveyance, assignment and transfer herein described, that such consent shall not waive or render unnecessary Lender's consent or approval of any subsequent sale, conveyance, assignment or transfer of the Property, and that Section 1.10 of the Mortgage shall continue in full force and effect.

14. Additional Representations, Warranties and Covenants of Assuming Obligors. As a condition of this Agreement, Assuming Obligors represent and warrant to Lender as follows:

(a) Assuming Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nebraska. Assuming Borrower has full power and authority to enter into and carry out the terms of this Agreement and to assume and carry out the terms of the Loan Documents.

(b) Each Assuming Indemnitor is a resident of the State of Nebraska and is legally competent to execute this Agreement and to assume the obligations of Original Indemnitor as contained in the Indemnity Agreement and Environmental Indemnity Agreement.

(c) This Agreement and the Loan Documents constitute legal, valid and binding obligations of Assuming Obligors enforceable in accordance with their respective terms. Neither the entry into nor the assumption and performance of and compliance with this Agreement or any of the Loan Documents has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which Assuming Obligors or any property of Assuming Obligors are bound or any statute, rule or regulation applicable to Assuming Obligors.

(d) There is no action, proceeding or investigation pending or threatened which questions, directly or indirectly, the validity or enforceability of this Agreement or any of the other Loan Documents, or any action taken or to be taken pursuant hereto or thereto, or which might result in any material adverse change in the condition (financial or otherwise) or business of Assuming Obligors.

(e) There has been no legislative action, regulatory change, revocation of license or right to transact business, fire, explosion, flood, drought, windstorm, earthquake, accident, other casualty or act of God, labor trouble, riot, civil commotion, condemnation or other action or event which has had any material adverse effect on the business or condition (financial or otherwise) of Assuming Obligors or any of their properties or assets, whether insured against or not, since Assuming Obligors submitted to Lender their request to assume the Loan.

(f) The financial statements and other data and information supplied by Assuming Obligors in connection with Assuming Obligors' request to assume the Loan or otherwise supplied in contemplation of the assumption of the Loan by Assuming Obligors were in all material respects true and correct on the dates they were supplied, and since their dates no material adverse change in the financial condition of Assuming Obligors has occurred, and there is not any pending or threatened litigation or proceedings which might impair to a material extent the business or financial condition of Assuming Obligors.

(g) Without limiting the generality of the assumption of the Loan Documents by Assuming Obligors, Assuming Obligors hereby specifically remake and reaffirm the representations, warranties and covenants set forth in the Loan Documents to which they are a party.

(h) No representation or warranty of Assuming Obligors made in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made.

(i) Assuming Borrower hereby represents and warrants to Lender that Assuming Borrower will not permit the transfer of any interest in Assuming Borrower to any person or entity (or any beneficial owner of such entity) who is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control,

Department of the Treasury pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) or any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of Office of Foreign Asset Control, Department of the Treasury or pursuant to any other applicable Executive Orders (such lists are collectively referred to as the “*OFAC Lists*”). Assuming Borrower will not knowingly enter into a lease with any party who is listed on the OFAC Lists. Assuming Borrower shall immediately notify Lender if Assuming Borrower has knowledge that any member or beneficial owner of Assuming Borrower is listed on the OFAC Lists or is (A) indicted on or (B) arraigned and held over on charges involving money laundering or predicate crimes to money laundering. Assuming Borrower shall immediately notify Lender if Assuming Borrower knows that any tenant is listed on the OFAC Lists or (A) is convicted on, (B) pleads nolo contendere to, (C) is indicted on, or (D) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering. Assuming Borrower further represents and warrants to Lender that Assuming Borrower is currently not on the OFAC Lists. None of Assuming Borrower, any subsidiary of Assuming Borrower or any affiliate of Assuming Borrower or Assuming Indemnitor is (i) named on the list of Specially Designated Nationals or Blocked Persons maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control available at <http://www.treas.gov/offices/eotffc/ofac/sdn/index.html>, or (ii) (A) an agency of the government of a country, (B) an organization controlled by a country, or (C) a person residing in a country that is subject to a sanctions program identified on the list maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control and available at <http://www.treas.gov/offices/eotffc/ofac/sanctions/index.html>, or as otherwise published from time to time, as such program may be applicable to such agency, organization or person.

15. Additional Representations, Warranties and Covenants of Original Obligors. As a condition of this Agreement, Original Obligors represent and warrant to Lender as follows:

(a) Original Borrower is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nebraska. Original Borrower has full power and authority to enter into and carry out the terms of this Agreement and to convey the Property and assign the Loan Documents.

(b) Original Indemnitor is a resident of the State of Nebraska and is legally competent to execute this Agreement.

(c) This Agreement, the Sales Agreement and all other documents executed by Original Obligors in connection therewith constitute legal, valid and binding obligations of Original Obligors enforceable in accordance with their respective terms. Neither the entry into nor the performance of and compliance with this Agreement, the Sales Agreement and all other documents executed by Original Obligors in connection therewith has resulted or will result in any violation of, or a conflict with or a default under, any judgment, decree, order, mortgage, indenture, contract, agreement or lease by which Original Obligors or any property of Original Obligors are bound or any statute, rule or regulation applicable to Original Obligors.

(d) Original Obligors have not received any written notices from any governmental entity claiming that either the Property or Original Obligors’ use of the Property is not presently in compliance with any laws, ordinances, rules and regulations bearing upon the use

and operation of the Property including, without limitation, any notice relating to zoning laws or building code regulations.

(e) The certified rent roll provided to Lender of even date herewith is a true, complete and accurate summary of all tenant leases (“*Tenant Leases*” or individually, a “*Tenant Lease*”) affecting the Property as of the date of this Agreement. No rent has been prepaid under any Tenant Lease except rent for the current month. Each Tenant Lease has been duly executed and delivered by and, to the knowledge of Original Obligors, is a binding obligation of, the respective tenant, and each Tenant Lease is in full force and effect. Each Tenant Lease represents the entire agreement between Original Borrower and the respective tenant and no Tenant Lease has been terminated, renewed, amended, modified or otherwise changed without the prior written consent of Lender to the extent required by the Loan Documents. The tenant under each Tenant Lease has taken possession of and is in occupancy of the premises therein described and is open for business. Rent payments have commenced under each Tenant Lease, and all tenant improvements in such premises and other conditions to occupancy or rent commencement have been completed by Original Borrower or its predecessor in interest. All obligations of the landlord under the Tenant Leases have been performed, and no event has occurred and no condition exists that, with the giving of notice or lapse of time or both, would constitute a default by Original Borrower under any Tenant Lease. There are no offsets or defenses that any tenant has against the full enforcement of any Tenant Lease by Original Borrower. Each Tenant Lease is fully and freely assignable by Original Borrower without notice to or the consent of the tenant thereunder.

(f) Original Borrower is the current owner of the Property. There are no pending or threatened suits, judgments, arbitration proceedings, administrative claims, executions or other legal or equitable actions or proceedings against Original Obligors or the Property, any pending or threatened condemnation or annexation proceedings affecting the Property, or any agreements to convey any portion of the Property or any rights thereto, that are not disclosed in this Agreement including, without limitation, any pending or threatened administrative claim by any governmental agency.

(g) Original Borrower has examined the ALTA, As-Built Survey (the “*Survey*”) performed on the Property in connection with the closing of the Loan. As an inducement for Lender to consent to the Assumption without requiring an update to the Survey, Original Borrower represents to Lender that (i) there has been no improvement added at the Property, (ii) there has been no encroachment made upon the Property, and (iii) no structural alteration has been made to the Property from the date of the Survey to the date hereof without Lender’s prior written consent.

(h) No representation or warranty of Original Obligors made in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary in order to make such representations and warranties not misleading in light of the circumstances under which they are made.

16. Incorporation of Recitals. Each of the Recitals set forth above in this Agreement are incorporated herein and made a part hereof.

17. Property Remains as Security for Lender. All of the Property shall remain in all respects subject to the lien, charge or encumbrance of the Mortgage. Except as expressly set forth

in this Agreement, nothing contained herein shall affect or be construed to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Note or the Mortgage, nor shall anything contained herein affect or be construed to affect any other security for the Note held by Lender.

18. No Waiver by Lender. Nothing contained herein shall be deemed a waiver of any of Lender's rights or remedies under any of the Loan Documents or under applicable law.

19. References. From and after the date hereof: (a) references in any of the Loan Documents to any of the other Loan Documents will be deemed to be references to such other Loan Documents as modified by this Agreement; (b) references in the Loan Documents to "Borrower," "Grantor" or "Mortgagor" shall hereafter be deemed to refer to Assuming Borrower; (c) references in the Loan Documents to the "Guarantor," "Indemnitor" or "Principal" shall hereafter be deemed to refer to Assuming Indemnitor; and (d) all references to the term "Loan Documents" or "Security Documents" in the Mortgage and the Assignment shall hereinafter refer to the Loan Documents as defined herein, this Agreement and all documents executed in connection with this Agreement.

20. Relationship with Loan Documents. To the extent that this Agreement is inconsistent with the Loan Documents, this Agreement will control and the Loan Documents will be deemed amended by this Agreement. Except as explicitly amended hereby, the Loan Documents shall remain unchanged and in full force and effect.

21. Titles and Captions. Titles and captions of sections and subsections of this Agreement have been inserted for convenience only and neither limit nor amplify the provisions of this Agreement.

22. Partial Invalidity. Any provision of this Agreement or the Loan Documents held to be illegal, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions hereof or thereof or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

23. Entire Agreement. This Agreement and the documents contemplated to be executed herewith constitute the entire agreement among the parties hereto with respect to the assumption of the Loan. The Agreement supersedes all prior negotiations regarding the transfer of the Property and the Assumption. This Agreement and the Loan Documents may only be amended, revised, waived, discharged, released or terminated by a written instrument executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination of this Agreement which is not in writing and signed by the parties shall not be effective as to any party.

24. Binding Effect. This Agreement and the documents contemplated to be executed in connection herewith shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that the foregoing provision shall not be a consent by Lender to any further sale, conveyance, assignment or transfer of the Property by Assuming Borrower.

25. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed an original and shall be binding upon all parties and all of which, taken together, shall constitute one and the same Agreement.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located.

27. Effective Date. This Agreement shall be effective as of the date of its execution by the parties hereto and upon such date this Agreement shall be incorporated into the terms of the Loan Documents.

28. Time of Essence. Time is of the essence with respect to all provisions of this Agreement.

29. Cumulative Remedies. All remedies contained in this Agreement are cumulative and Lender shall also have all other remedies provided at law and in equity contained in the Mortgage and other Loan Documents. Such remedies may be pursued separately, successively or concurrently at the sole discretion of Lender and may be exercised in any order and as often as occasion therefor shall arise.

30. Construction. Each party hereto acknowledges that it has participated in the negotiation of this Agreement and that no provision shall be construed against or interpreted to the disadvantage of any party. Assuming Obligors and Original Obligors have had sufficient time to review this Agreement, have been represented by legal counsel at all times, and have entered into this Agreement voluntarily and without fraud, duress, undue influence or coercion of any kind. Lender has not made a representation or warranty to any party except as set forth in this Agreement.

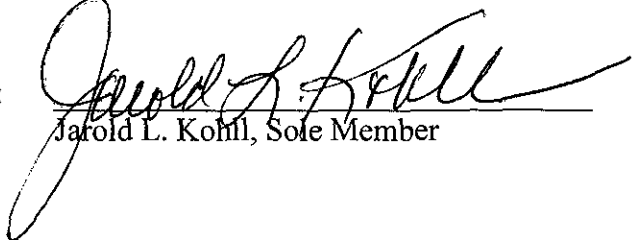
31. WAIVER OF JURY TRIAL. ORIGINAL OBLIGORS, ASSUMING OBLIGORS AND LENDER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FOREGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE LOAN DOCUMENTS OR THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first aforesaid.

ASSUMING BORROWER:

JG KILBY PLACE, LLC,
a Nebraska limited liability company

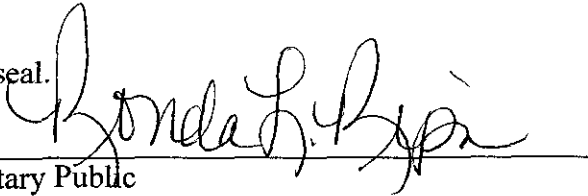
By: 
Jarold L. Kohll, Sole Member

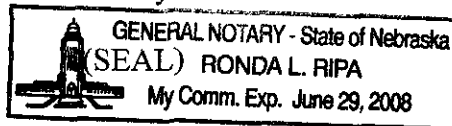
STATE OF NEBRASKA

COUNTY OF DOUGLAS

On June 11, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Jarold L. Kohll as Sole Member of JG KILBY PLACE, LLC, a Nebraska limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

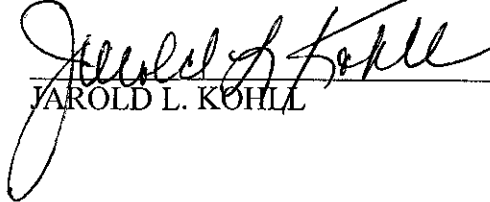

Notary Public



[SIGNATURES CONTINUE ON NEXT PAGE]

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ASSUMING INDEMNITOR:

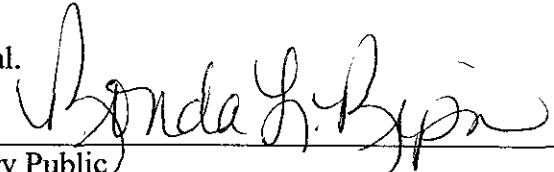

JAROLD L. KOHL

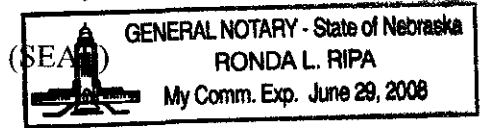
STATE OF NEBRASKA

COUNTY OF DOUGLAS

On June 11, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared JAROLD L. KOHL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public



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ASSUMING INDEMNITOR:



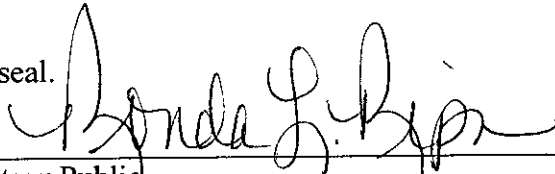
GAIL KOHLL

STATE OF NEBRASKA

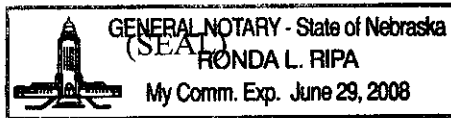
COUNTY OF DOUGLAS

On Jan 11, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared GAIL KOHLL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

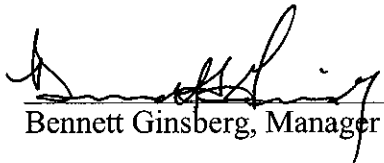


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ORIGINAL BORROWER:

KILBY PLACE LLC,
a Nebraska limited liability company

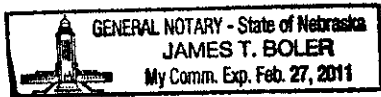
By: 
Bennett Ginsberg, Manager

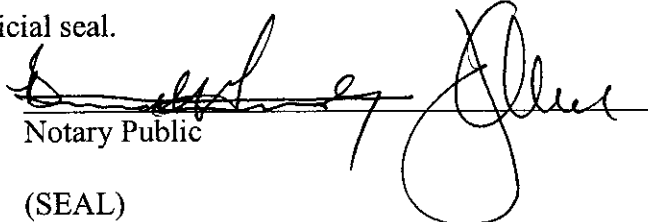
STATE OF NEBRASKA

COUNTY OF DOUGLAS

On June 10, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared Bennett Ginsberg as Manager of KILBY PLACE LLC, a Nebraska limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public
(SEAL)

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ORIGINAL INDEMNITOR:

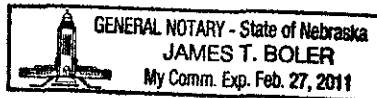

BENNETT A. GINSBERG

STATE OF NEBRASKA

COUNTY OF DOUGLAS

On June 10, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared BENNETT A. GINSBERG, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public

(SEAL)

[SIGNATURES CONTINUE ON NEXT PAGE]

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LENDER:

WELLS FARGO BANK, N.A. as Trustee under that certain Pooling and Servicing Agreement dated as of September 1, 2007 (the "PSA"), for the Registered Holders of Credit Suisse First Boston Mortgage Securities Corp. Commercial Mortgage Pass-Through Certificates, Series 2007-C4

By: Wachovia Bank, National Association,
as Master Servicer under the PSA

By: *Salmi Patel*
Name: Salmi Patel
Title: Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that Salmi Patel personally appeared before me on 6/13/08, 2008, and acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

WITNESS my hand and official seal.

Michelle Morrison
Notary Public

Print Name: MICHELLE MORRISON

My Commission Expires: 5-17-2009



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 11, 12, 13 and 14, Block 4, Kilby Place, an addition to the City of Omaha, Douglas County, Nebraska, except that part granted to the City of Omaha by Warranty Deed filed December 10, 2004, as Instrument No. 200416071, Records, Douglas County, Nebraska.