



BK 1455 PG 702-703



MISC 2002 19104

RICHARD H. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

2002 AUG 16 PM 1:35

RECEIVED

3312

ASSIGNMENT AND ASSUMPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that VILLAGE DEVELOPMENT - 24TH STREET, L.L.C., a Nebraska limited liability company ("Assignor"), hereby GRANTS, SELLS, CONVEYS, TRANSFERS, DELIVERS AND ASSIGNS to TWENTY THREE HUNDRED, an Iowa limited partnership, its successors and assigns ("Assignee"), all of Assignor's right, title and interest in and to the Lease dated July 30, 2001, by and between Assignor and Walgreen Co., an Illinois corporation (the "Lease"), with respect to the real property legally described as follows:

Lots 4 through 13, inclusive, and all of the vacated alley adjacent thereto, Block 28, Wilcox 2nd Addition to Omaha, Douglas County, Nebraska except that part conveyed to the City of Omaha, Nebraska as described in Plat and Dedication for Street Widening recorded July 2, 2002 in Book 1447, Page 695 in the office of the Register of Deeds of Douglas County, Nebraska;

TO HAVE AND TO HOLD, all and singular, forever.

Except as provided below, Assignor hereby agrees to assign Assignor's obligations under the Lease to Assignee from and after the date hereof. Assignor hereby agrees to indemnify Assignee and hold it harmless from any claims alleging the failure of Assignor to satisfy Assignor's obligations under the Lease prior to the date hereof.

Except as provided below, Assignee hereby agrees to assume Assignor's obligations under the Lease and to be otherwise bound as assignee of the Lease from and after the date hereof. Assignee hereby agrees to indemnify Assignor and hold it harmless from any claims alleging the failure of Assignee to satisfy Assignor's obligations under the Lease from and after the date hereof.

Notwithstanding anything contained herein, Assignor agrees to remain solely responsible for all of Assignor's obligations under Sections 4, 5 and 6(b) of the Lease. Assignor hereby agrees to indemnify Assignee and hold it harmless from any claims alleging the failure of Assignor to satisfy Assignor's obligations under Sections 4, 5 and 6(b) of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the 22nd day of July, 2002.

"ASSIGNOR"

VILLAGE DEVELOPMENT - 24TH STREET, L.L.C.,
a Nebraska limited liability company

By: Tamas R. Allan
Tamas R. Allan, Manager

5407 ✓

1

FEE 15.00 FB _____
BKP _____ C/O _____ COMP MB
DEL _____ SCAN KS FV _____

H. Wilson
2/10

Union Title Company
P.O. Box 6169
Lincoln, NE 68506-0169

"ASSIGNEE"

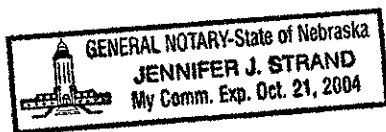
TWENTY THREE HUNDRED,
an Iowa limited partnership

By: 2300 Bell Corp.,
an Iowa corporation, General Partner

By: *Ronald L. Daniels*
Ronald L. Daniels, President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this 19th day of July, 2002, by Tamas R. Allan, Manager of Village Development – 24th Street, L.L.C., a Nebraska limited liability company, on behalf of the company.



Jennifer Strand
Notary Public

STATE OF IOWA)
) ss.
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this 16th day of July, 2002, by Ronald L. Daniels, President of 2300 Bell Corp., an Iowa corporation and General Partner of Twenty Three Hundred, an Iowa limited partnership, on behalf of partnership.



Rebecca Rupp
Notary Public