

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that ALAN BAER, J. D. DIESING, LESTER MARCUS, and HARRY B. COHEN, as Trustees of the E. John Brandeis Trust and not in their individual capacities but for and on behalf of said Trust (hereinafter referred to as "Assignors"), for the consideration of Ten Dollars (\$10.00) and other valuable considerations to them in hand paid by Mr. Alan Baer in his individual capacity (hereinafter referred to as "Assignee"), the receipt of which consideration is hereby acknowledged, have sold, assigned, transferred and set over as of December 31, 1974, and by these presents do by formal writing of this date, sell, assign, transfer and set over unto the said Assignee an undivided one-fourth(1/4) interest in the leasehold estate created by the instrument of lease dated the 29th day of June, 1965, which lease is hereby made a part hereof, the Short Form of said lease being filed of record in Sarpy County, Nebraska on June 20, 1965 at 1:00 p.m. and recorded in Book 35 of Miscellaneous Records, page 367 of the Register of Deeds' office, Sarpy County, Nebraska, made by Woodmen of the World Life Insurance Society, a Nebraska corporation, to Alan Baer and J. D. Diesing as Trustees of the E. John Brandeis Trust and not in their individual capacities but for and on behalf of said Trust, in and to the following described property, to-wit:

See EXHIBIT "A" attached hereto and by specific reference made a part hereof.

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TO HAVE AND TO HOLD the undivided one-fourth (1/4) interest in the leasehold estate created by said instrument of lease, and the buildings and improvements thereon, unto the said Assignee, his successors and assigns forever, and the said Assignor, does hereby covenant with the said Assignee, his successors and assigns, that at and until the unsealing of these presents, Assignee is the true and lawful owner of said undivided one-fourth (1/4) interest in the leasehold estate created by said instrument of lease, and has good right to bargain, sell and transfer the same in manner and form above written; that the said instrument of lease and leasehold estate are free and clear of encumbrances, taxes and liens, except the unpaid balance as of this date of the indebtedness secured by a mortgage covering only said leasehold estate, and except the rights and interests of all tenants now in possession of the said premises or any part thereof and except and provided that the current general real estate taxes (the general taxes payable during the year in which this conveyance is made) shall be prorated as of this date of assignment of lease. The interest on any indebtedness secured by the above described mortgage covering only the said leasehold estate and all rentals payable to the Lessor under the lease creating said leasehold estate and all rentals payable by tenants then in possession, shall be prorated as of the date of this Assignment of Lease.

Assignee hereby agrees, for himself and his heirs, executors, administrators, devisees, legatees and assigns, that Assignee shall not sell, transfer, encumber or dispose of said undivided one-fourth (1/4) interest in said leasehold estate, or any part thereof or any interest therein or any

rights thereunder or in connection therewith, unless the entire undivided one-fourth (1/4) interest in said leasehold estate is first offered for sale to J. L. Brandeis & Sons, Inc., under the terms and conditions as set forth in that certain option agreement dated February 10, 1967 by and between Alan Baer and J. D. Diesing as Trustees of the E. John Brandeis Trust and not in their individual capacities but for and on behalf of said Trust, E. John Brandeis, the Trustor and Sole Beneficiary of said Trust, Alan Baer, in his individual capacity and J. L. Brandeis & Sons, Inc., a Delaware corporation, domesticated under the laws of the State of Nebraska.

Assignee hereby also agrees, for himself and his heirs, executors, administrators, devisees, legatees and assigns, that Assignee shall not sell, transfer, encumber or dispose of said undivided one-fourth (1/4) interest in said leasehold estate, or any part thereof or any interest therein or any rights thereunder or in connection therewith, without the prior written consent of the Trustees of the E. John Brandeis Trust, which consent may not be unreasonably withheld.

In consideration of the assignment of such leasehold estate, the Assignee does for himself, his successors and assigns, hereby formally accept the said assignment and transfer of lease and leasehold estate and expressly agrees to assume all rights, liabilities and duties of Assignor one-fourth (1/4) interest therein which is assigned by this instrument.

IN WITNESS WHEREOF, the said Assignors and Assignee in their respective capacities, have affixed their signatures to this instrument in the office of J. L. Brandeis & Sons,

EXHIBIT "A"

A tract of land lying wholly within the Southwest Quarter (SW1/4) of Section 14, Township 14 North Range 13 East of the 6th Principal Meridian, Sarpy County, Nebraska, containing the following parcels of land: All of Lots 2C1A, 2C1B, 2C2, 3, 4A2, 4A2B, 4C, 5A, 5A2, 5C, 6A1A1, 6A1A2, 6A1A3, 6B, 7A1, 7B, 8A, 8A1, 8A2, 8A3, 8C, and 8D, of Clinton's Subdivision in said Section 14, all of Tax Lots F2B1B1, F2B1B2 and G4 in said Section 14, all of Lots 7 and 10, part of Lots 11 and 12 of Lawndale Subdivision in said Section 14, all of Lots 1 and 2 and part of Lots 3, 6 and 7 of Jull's Subdivision in said Section 14, also portions of vacated Prairie Avenue. Said tract of land is more particularly described as follows:

Beginning at the point of intersection of the northerly right of way line of Child's Road and the southwesterly right of way line of Prairie Avenue; thence S 00°00'00"W (Assumed) along the northerly right of way line of Child's Road a distance of 1099.18 feet to a point on the easterly right of way line of State Highway No. 73 and 75; thence N 15°18'00"W along the easterly right of way of State Highway No. 73 and 75 a distance of 488.69 feet to a point; thence in a northwesterly direction along the right of way line of State Highway 73 and 75 and said right of way line being on a curve to the left, and said curve having a radius of 2,914.9 feet, a distance of 462.92 feet to a point on the southerly right of way line of Brewster Road; thence N 73°25'50"E along the southerly right of way line of Brewster Road a distance of 654.09 feet to a point; thence N 69°00'48"E continuing along the southerly right of way line of Brewster Road a distance of 354.84 feet to a point on the westerly right of way line of vacated Prairie Avenue; thence N 76°10'04"E a distance of 20.62 feet to a point on the centerline of vacated Prairie Avenue; thence S 00°15'54"W along the centerline of vacated Prairie Avenue a distance of 134.97 feet to a point; thence S 89°44'06"E a distance of 20.00 feet to a point on the easterly right of way line of vacated Prairie Avenue; thence S 88°38'21"E a distance of 185.13 feet to a point; thence S 00°15'39"W a distance of 75.56 feet to a point; thence N 87°18'39"E a distance of 82.60 feet to a point; thence S 00°15'39"W a distance of 71.70 feet to a point; thence N 89°42'21"W a distance of 37.66 feet to the northeast corner of Lot 7 of Lawndale Subdivision; thence S 00°16'07"W along the easterly line of Lots 7 and 10 and the easterly line of Lots 7 and 10 extended south a distance of 610.98 feet to a point on the southerly line of Lot 12 of Lawndale Subdivision; thence N 89°45'09"W a distance of 29.54 feet to the southwest corner of Lot 12 of Lawndale Subdivision; thence S 55°04'07"W a distance of 15.00 feet to a point on the centerline of vacated Prairie Avenue; thence S 34°55'53"E along the centerline of vacated Prairie Avenue a distance of 349.00 feet to a point; thence S 10°19'33"E a distance of 36.03 feet to the point of beginning. The above said tract of land contains 27.06 acres more or less.