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57-271

ASSIGNMENT OF TENANT LEASES AND SECURITY DEPOSITS BY SELLER
ASSUMPTION OF OBLIGATIONS BY BUYER

Alan Baer ("Baer"), an individual having an office at 11222 "I" Street, Omaha, Nebraska 68137, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, transfers, conveys, confirms and assigns to Patrician Equities Corp., a Florida corporation ("PEC"), all of the respective right, title and interest of Sublessor in, to and under the tenant leases by and among Baer as Sublessor (Management Two, Inc. as managing agent for Baer), and the tenants ("Sublessees") listed in the Southroads Shopping Center Lease Schedule (the "Leases") which has been delivered to PEC on this date and the security deposits held by Baer under the provisions of the Leases. The property commonly known as the Southroads Shopping Center is more properly described on Exhibit A which is attached hereto and incorporated herein by reference.

In consideration of this assignment, PEC, on behalf of itself and its successors in interest as lessees under the Ground Lease dated June 29, 1965 for the property commonly known as the Southroads Shopping Center which has been

FILED FOR RECORD 4-30-84 AT 2:57 PM IN BOOK 57 OF Misc. Rec. 38⁵⁰
BY 271 Carl L. Hildebrand
REGISTER OF DEEDS, SAPPY COUNTY, FLA.
Rec # 04310

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assigned to PEC by instrument of even date herewith, hereby assumes the obligations and commitments of Baer under the Leases which first arise or accrue after the date hereof and agrees that it will abide by and perform the same. The foregoing agreement of PEC to Baer shall survive this transaction, and PEC shall indemnify, defend and hold Baer free and harmless from and against any and all loss, cost, damage, liability and expense incurred by Baer, arising or resulting, directly or indirectly, from any breach of the foregoing agreement by PEC.

Baer represents and warrants to PEC that (i) it is the true and lawful Sublessor under the Leases and has full and complete right, power and lawful authority to transfer, convey and assign all of the Lessor's interests in and to the Leases to PEC and that the interests being transferred hereunder are free and clear of any and all liens and encumbrances; (ii) there is not now existing any default by the Sublessor under the Leases; and (iii) upon execution of this Assignment, PEC shall be deemed for all purposes to be the owner of the interest of said Sublessor under said Leases with all of the rights and privileges appurtenant thereto whether by privity of contract or privity of estate.

Baer hereby warrants and shall defend the same unto PEC, its heirs and assigns forever against the lawful claims of all persons whomsoever.

Management Two Company and Management Two, Inc., both as managing agents for Baer, hereby join in this Assignment of Tenant Leases and Assumption of Obligation for the purpose of representing that it has no right, title or interest in and to the Leases, receivables, rents or any other real or personal property at or appurtenant to the Southroads Shopping Center.

Dated: as of April 1, 1984

WITNESS:

[Signature]

[Signature]
Alan Baer

~~ATTEST:~~ *Witness*

MANAGEMENT TWO, INC.

[Signature]

[Signature]
MANAGEMENT TWO, CO.

~~ATTEST:~~ *Witness*

[Signature]

[Signature]

ACCEPTANCE BY ASSIGNEE

Patrician Equities Corp. hereby accepts the foregoing Assignment and confirms the agreements of PEC set forth therein.

Dated: as of April 1, 1984

PATRICIAN EQUITIES CORP.

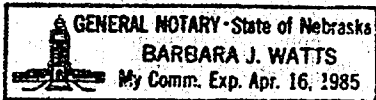
Attest:

[Signature]
Asst Sec

BY [Signature] Pres.

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

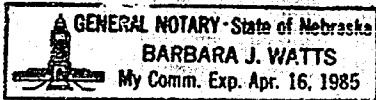
On this 27th day of April, 1984, before me, a Notary Public in and for Douglas County, Nebraska, personally appeared Alan Baer, who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.



Barbara J. Watts
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

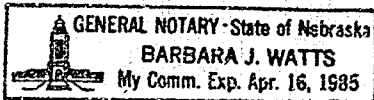
On this 27th day of April, 1984, before me, a Notary Public in and for Douglas County, Nebraska, personally appeared Edwin B. Schelling and _____, the _____ and _____ of Management Two Co., who executed the foregoing instrument and acknowledged that ~~they~~ ^{he} executed the same as the voluntary act and deed of said corporation.



Barbara J. Watts
Notary Public

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 27th day of April, 1984, before me, a Notary Public in and for Douglas County, Nebraska, personally appeared Edwin B. Schelling and _____, the _____ and _____ of Management Two Inc., who executed the foregoing instrument and acknowledged that ~~they~~ ^{he} executed the same as the voluntary act and deed of said corporation.



Barbara J. Watts
Notary Public

57-2710

STATE OF New York)
) SS.
COUNTY OF New York)

On this 27th day of April, 1984, before me, a Notary Public in and for New York County, New York, personally appeared Edward B. Fingerman and _____, the _____ and _____ of Patrician Equities Corp., who executed the foregoing instrument and acknowledged that ~~they~~ they executed the same as the voluntary act and deed of said corporation.

Arthur J. Rosner
Notary Public

ARTHUR J. ROSNER
Notary Public, State of New York
No. 4781498
Qualified in Westchester County
Commission Expires March 30, 1985

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EXHIBIT "A"

LEGAL DESCRIPTION - LEASEHOLD

A tract of land lying wholly within the Southwest quarter (SW 1/4) 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 C4 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 intersection of the East R.O.W. of State Highway 73-75 and the North R.O.W. of Childs Road; thence N 15°20'02" W (assumed bearing) along said East R.O.W. of State Highway 73-75 488.69 feet; thence continuing along said East R.O.W. along a curve to the left with a radius of 2914.90 feet and arc length of 462.94 feet (chord bearing N 20°21'12" W 462.46 feet) to the intersection of said East R.O.W. and the South R.O.W. of Brewster Road; thence N 73°25'50" E along said South R.O.W. 654.09 feet; thence N 69°00'48" E continuing along said South R.O.W. 354.84 feet; thence N 74°31'17" E continuing along said South R.O.W. 20.55 feet; thence S 00°15'35" W 134.81 feet; thence S 88°27'10" E 107.52 feet; thence S 00°37'45" W 3.50 feet; thence S 88°27'10" E 3.00 feet; thence N 00°37'45" E 3.50 feet; thence S 89°19'25" E 94.31 feet; thence S 00°09'16" W 76.14 feet; thence N 87°15'31" E 82.20 feet; thence S 00°54'27" W 71.73 feet; thence N 89°11'48" W 35.42 feet; thence S 00°15'43" W 610.98 feet; thence N 89°45'33" W 29.54 feet; thence S 55°03'43" W 15.00 feet; thence S 34°56'17" E 349.00 feet; thence S 10°19'57" E 36.03 feet to a point on the North R.O.W. of Childs Road; thence S 89°57'58" W along said North R.O.W. of Childs Road 1099.18 feet to the point of beginning. Described tract contains 27.06 Acres, more or less.