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MAY 28 2015 16:27 P 5

Fee amount: 34.00
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
05/28/2015 16:27:34.00



2015041398

ASSIGNMENT AND ASSUMPTION OF RECORDED LEASES

This Assignment and Assumption of Tenant Leases (“Assignment”) is made as of the 20th day of May, 2015, by and between Solution Home Buyers USA, LLC, a Florida limited liability company (the “Assignor”), and S & S Management, L.L.C., a Nebraska limited liability company (the “Assignee”).

RECITALS:

FIRST: Pursuant to the terms of a Commercial Purchase Agreement dated May 11, 2015, between Assignor and Assignee, Assignor has agreed to convey to Assignee fee simple title to the real property in Douglas County, Nebraska, commonly known by the street addresses of 2201, 2203, 2205, & 2207 Jones Street, Omaha, Nebraska 68102, and legally described as set forth on Exhibit A attached hereto and incorporated herein by this reference (the “Property”); and

SECOND: Assignor has agreed to transfer to Assignee all right, title and interest in all presently existing leases, occupancy agreements, licenses and guaranties of payment or performance relating to or associated with the Property (all of which are collectively referred to herein as the “Leases”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, sells and transfers to Assignee, its successors and assigns, all of Assignor’s right, title and interest as landlord in and to the Leases, including those Leases described on the attached Exhibit B attached hereto and incorporated herein by this reference, together with all rents, rent equivalents, income, issue, profits, revenues, delinquent rentals, security deposits, guaranties and money due or to become due under the Leases (collectively “Rents”). Assignor warrants that Assignor has not previously sold, conveyed or assigned or purported to sell, convey or assign the Leases or Rents absolutely or for security.

2. Assignor hereby directs each and every tenant of the Property to make all payments of rent currently due and subsequently (from and after the date of this Assignment)

falling due to Assignee. Assignor hereby agrees to turn over forthwith to Assignee any and all payments by tenants of the Property which may be hereafter received by Assignor.

3. Assignee hereby agrees to assume, keep, observe and perform each and every one of the terms, covenants and conditions of the Leases on the landlord's part to be observed or performed under the Leases with the same force and effect as if Assignee had executed the Leases as the landlord named therein effective as of the date of this Agreement.


4. Assignor hereby indemnifies and holds Assignee harmless from Assignor's obligations under the Leases accruing before the date of this Agreement, and Assignee hereby indemnifies and holds Assignor harmless from the Assignee's obligations under the Leases accruing on and after the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment the day and year first above written.

ASSIGNOR:

SOLUTION HOME BUYERS USA, LLC, a Florida limited liability company

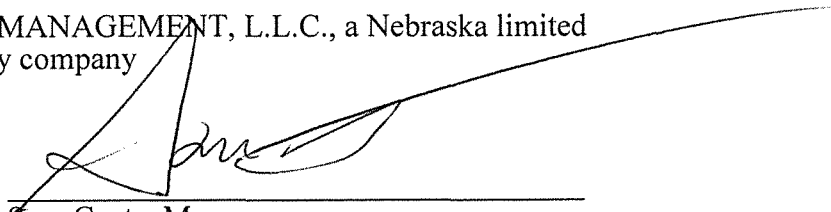
By: Jars Management, Inc., Manager

By: 

Joseph A. Gaeta, Jr., President

ASSIGNEE:

S & S MANAGEMENT, L.L.C., a Nebraska limited liability company

By: 

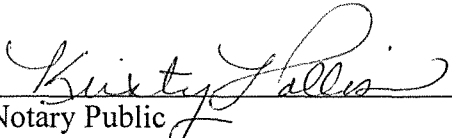
Sam Gaeta, Manager

STATE OF FLORIDA)
) ss.
COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me on May 20, 2015, by Joseph A. Gaeta, Jr., President of Jars Management, Inc., as Manager on behalf of Solution Home Buyers USA, LLC.



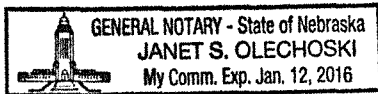
Kristy Hollis
State of Florida
My Commission Expires 12/15/2018
Commission No. FF 183505

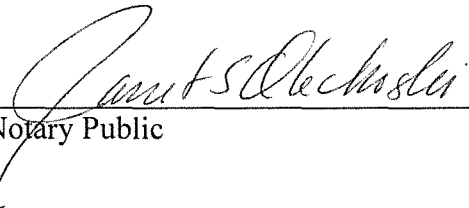


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on May 22, 2015, by Sam Gaeta, as Manager on behalf of S & S Management, LLC.





Notary Public

EXHIBIT A

REAL PROPERTY

Legal Description:

Parcel 1: The North 128.5 feet of Tax Lot Ten (10), except the West 99.63 feet thereof and except that part of said Tax Lot taken for Jones Street, in the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section Twenty-Two (22), Township Fifteen (15) North, Range Thirteen (13) East of the 6th P.M., in the City of Omaha, Douglas County, Nebraska.

Parcel 2: Lot One (1), Jones Street Addition, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska. **23-19143**

EXHIBIT B

LIST OF LEASES

Memorandum of Lease, filed August 18, 2005, as Instrument No. 2005101753, by and between Solution Home Buyers USA, LLC, Lessor, and Jetz Service Co., Inc., Lessee

Memorandum of Lease, filed August 18, 2005, as Instrument No. 2005101754, by and between Solution Home Buyers USA, LLC, Lessor, and Jetz Service Co., Inc., Lessee

Terms and provisions contained in the Memorandum of Lease, filed August 25, 2005, as instrument No. 2005105060, by and between Solution Home Buyers USA, LLC, Lessor, and Jetz Service Co., Inc., Lessee

Terms and provisions contained in the Assignment and Assumption of Parking Lot Lease, filed February 14, 2014, as Instrument No. 2014011927, by and between Lanning Lund, LLC, a Nebraska limited liability company; Lund Rorick, LLC, a Nebraska limited liability company; H. Daniel Smith and Paula Smith, husband and wife; H. Daniel Smith as Trustee of the Smith, Gardner, Slusky 401(k) Trust; David Pinsonneault and Arlene Pinsonneault, husband and wife and Larry Lanning, Trustee of the Lanning Family Trust dated January 27, 1994, individually and jointly, Lessor, and City View Associates, LP, a New Jersey limited partnership, Lessee