

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

E. ROBERT NEWMAN, an individual;)
MURRAY H. NEWMAN, an individual;)
PHYLLIS H. NEWMAN, Trustee under)
the Trust Agreement dated July 6, 1982 for)
the benefit of Maxwell C. Newman; and)
PHYLLIS H. NEWMAN, Trustee under)
the Trust Agreement dated July 6, 1982 for)
the benefit of Louis H. Newman,)

CASE NO.: CI 13-5972

Plaintiffs,)

vs.)

YU ZHANG GARDEN, LLC, a Nebraska)
limited liability company; YU DE)
ZHANG, an individual; QI YU DONG,)
a/k/a QI Y DONG a/k/a QIYU DONG, an)
individual; RUI XIN ZHANG, an)
individual; and QI HE DONG, an)
individual,)

APPLICATION FOR POST-JUDGMENT
CREDITOR'S BILL AND RECEIVER AS
TO PROPERTY OF QI YU DONG

Defendants.)

COME NOW the Plaintiffs E. Robert Newman, Murray H. Newman, Phyllis H. Newman, Trustee under the Trust Agreement dated July 6, 1982 for the benefit of Maxwell C. Newman, and Phyllis H. Newman, Trustee under the Trust Agreement dated July 6, 1982 for the benefit of Louis H. Newman ("Plaintiffs"), and pursuant in part to Neb. Rev. Stat. §§ 25-1081, 25-1564, and 25-1573 applies to this Court for:

- (1) a Creditor's Bill in aid of execution to providing the judgment herein against Defendant and Judgment Debtor Qi Yu Dong attaches to all of his contract rights, accounts, and rights to payment relating to the Property (as hereinafter defined), whether directly or through DZ, LLC, an administratively dissolved Nebraska limited liability company, and permits execution upon and collection of rents and income from the Property owned by Judgment Debtor Qi Yu Dong; and

- (2) appoint a receiver to collect said rents and income and manage said real estate so that the landlord's obligations in said lease are complied with and the source of income on said property is maintained, until completion of the commercial lease upon the real estate or execution on the real estate by Plaintiffs.

In support of this Application, Plaintiffs state as follows:

1. Plaintiffs obtained a judgment in this matter against Qi Yu Dong on January 17, 2014, in the amount of \$763,835.48, with interest at 2.091% per annum continuing to accrue thereafter. No amount of the judgment has been paid.
2. Qi Yu Dong is not known by Plaintiffs to have any non-exempt assets in Douglas County, Nebraska except a commercial building located at 4945 S. 72nd Street, Omaha, Nebraska, legally described as Lot 1, Blue One Addition Replat 1, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska, together with all improvements, structures, and fixtures thereon (the "Property").
3. Based upon the Property's assessed value and a deed of trust on the Property, there is not sufficient equity in the Property such that an execution sale by the Douglas County Sheriff would satisfy Plaintiffs' judgment.
4. A1 Kitchen & Bath Inc. ("A1 Kitchen"), a Nebraska corporation, presently operates its business in the Property. It claims the Property as its business headquarters in Secretary of State filings.
5. Believing that A1 Kitchen may owe rent to Qi Yu Dong, Plaintiffs caused garnishment interrogatories to be served upon A1 Kitchen on June 16, 2014.
6. A1 Kitchen responded that it owes no wages or amounts to Qi Yu Dong.
7. A1 Kitchen stated to Plaintiffs' counsel that A1 Kitchen does indeed pay rent for use of the Property, but it has been directed to pay the rent to DZ, LLC. DZ, LLC is a limited liability company that has been administratively dissolved since 2011 and the members were

Qi Yu Dong and Defendant Yu De Zhang. The owner states that A1 Kitchen entered a written five-year lease for the Property in 2013.

8. Qi Yu Dong is thus receiving this rental income in a manner to avoid the judgment herein and garnishments.

9. Per Neb. Rev. Stat. § 25-1564 and this Court's inherent equitable powers, this Court could simply enter a creditor's bill ordering payment of rent by A1 Kitchen to the Plaintiffs to be applied to the judgment. However, doing so without proper maintenance of the Property and payment of the secured indebtedness thereon will inevitably lead to a breach of the landlord's obligations in the A1 Kitchen lease or foreclosure by the secured lender, resulting in the loss of the lease income from A1 Kitchen, destroying the Property's value.

10. Because of that, a receiver is necessary to preserve said proceeds and manage the Property. This Court should immediately appoint a receiver to receive the rents from A1 Kitchen and any other rents and income from the Property for the term of A1 Kitchen's lease or until an execution sale of the Property by the Douglas County Sheriff, whichever comes first, and maintain the property to comply with any lease obligations, to prevent diminishment of the value of the Property, and in all respects to manage the Property as deemed appropriate and necessary by the receiver. Appointment of a receiver is authorized by Neb. Rev. Stat. § 25-1081(1), (6), (7) and (8), and § 25-1573.

11. Plaintiffs nominate Colliers International, c/o John Waldbaum, CPM, 6464 Center Street, Suite 200, Omaha, Nebraska 68106, as receiver. Plaintiffs suggest bond for the receiver should be set at no more than \$20,000.

12. Plaintiffs nominate Universal Surety Company, P.O. Box 80468, Lincoln, Nebraska 68501, a licensed insurance company approved in the State of Nebraska, to be the receiver's surety.

13. This Application will be supported by Affidavits. Plaintiffs propose a form of Order granting the Creditor's Bill and appointing a receiver that is attached to this Application as Exhibit A.

WHEREFORE, Plaintiffs pray that this Court immediately (1) grant a Creditor's Bill in aid of execution providing the judgment herein against Defendant and Judgment Debtor Qi Yu Dong attaches to all of his contract rights, accounts, and rights to payment relating to the Property, whether directly or through DZ, LLC, and permits execution upon and collection of rents and income from the Property, and (2) appoint Colliers International as receiver to collect said rents and income and manage said Property, regardless of whether such rents are payable to Qi Yu Dong or DZ, LLC, so that the landlord's obligations in said lease are complied with and the source of income on said property is maintained, in the form of an Order attached to this Application, and for all other relief this Court deems just and equitable.

DATED this 7th day of July, 2014.

E. ROBERT NEWMAN, an Individual;
MURRAY H. NEWMAN, an Individual;
PHYLLIS H. NEWMAN, Trustee under the Trust
Agreement dated July 6, 1982 for the benefit of
Maxwell C. Newman; and PHYLLIS H.
NEWMAN, Trustee under the Trust Agreement
dated July 6, 1982 for the benefit of Louis H.
Newman, Plaintiffs

By /s/ David J. Skalka

David J. Skalka, #21537
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Attorneys for Plaintiffs

NOTICE OF HEARING

PLEASE TAKE NOTICE that Plaintiffs' Application for Post-Judgment Creditor's Bill and Receiver as to Property of Qi Yu Dong will be called for hearing before the Honorable James T. Gleason on the 22nd day of July, 2014, at the hour of 1:15 p.m. in Courtroom No. 505, of the Douglas County District Court, Omaha, Nebraska, or as soon thereafter as counsel may be heard.

/s/ David J. Skalka

David J. Skalka, #21537

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a/k/a QI Y DONG a/k/a QIYU DONG, an)
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individual; and QI HE DONG, an)
individual,)

ORDER OF CREDITOR'S BILL
AND APPOINTMENT OF RECEIVER

Defendants.)

THIS MATTER came before this Court on July 22, 2014, on Plaintiffs' Application for Post-Judgment Creditor's Bill and Receiver as to Property of Qi Yu Dong. David J. Skalka appeared on behalf of the Plaintiffs. _____ appeared on behalf of the Defendant Qi Yu Dong ("Defendant"). _____ appeared on behalf of Defendants _____. Affidavit evidence was received. The Court, being duly advised in the premises and having considered the evidence submitted, finds as follows:

1. This Court has jurisdiction over the parties and the subject matter;
2. Plaintiffs have an unsatisfied judgment in this case against the Defendant;

3. Plaintiff has a judgment lien in the Property, with "Property" as defined as Lot 1, Blue One Addition Replat 1, a subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska, together with all improvements, structures, and fixtures thereon, commonly known as the real estate and commercial building located at 4945 S. 72nd Street, Omaha, Nebraska.

4. DZ, LLC is dissolved, and Defendant was a member of DZ, LLC. DZ, LLC has no ownership interest in the Property. To the extent rental income is being paid to DZ, LLC, or it claims rights to payment from any lease of the Property, Defendant has an interest in those rights and payment and they are subject to Plaintiffs' judgment and this Order.

5. Based upon the evidence, a creditor's bill should be entered to permit execution upon and collection of rents and income from the Property, regardless of whether such rents are payable to Qi Yu Dong or DZ, LLC, to aid in satisfaction of Plaintiffs' judgment against Defendant.

6. Based upon the evidence, appointment of a receiver for the Property and collection of rents is statutorily authorized pursuant to at least Neb. Rev. Stat. § 25-1081(6)-(8), and is reasonable and necessary for the protection of the Property and the rights of the parties;

7. Colliers International is qualified and suitable to be appointed as receiver for the Property; and

8. Plaintiffs' Application should be granted.

IT IS, THEREFORE, ORDERED that Plaintiffs' Application for Post-Judgment Creditor's Bill is granted. The judgment herein against Defendant hereby attaches to all of Defendant's contract rights, accounts, and rights to payment relating to the Property, whether

directly or through DZ, LLC. Plaintiffs may execute upon and collect rents and income from the Property regardless of whether such rents are payable to Qi Yu Dong or DZ, LLC.

IT IS FURTHER ORDERED that Plaintiffs' Application for Receiver as to Property of Qi Yu Dong is granted. Colliers International is hereby appointed as receiver for the Property (the "Receiver"). The Receiver shall forthwith take physical possession of, manage, operate, and protect the Property for the benefit of the Plaintiffs and any other lawful claimants to the Property, subject to the supervision of this Court, and shall continue to do so until the earlier of (1) sale of the Property either by sheriff's execution or agreement with Defendant, or (2) subsequent Order of this Court discharging the Receiver, for reasons including but not limited to that the judgment has been satisfied. The Receiver shall have all the powers and authority usually held by receivers under Neb. Rev. Stat. § 25-1081 et seq. and reasonably necessary to accomplish the purposes herein stated including, but not limited to, the following powers, which may be exercised without further order of the Court except where noted otherwise:

a. To take from Defendant, his agents, and all parties acting on Defendant's behalf including those acting on behalf of DZ, LLC, immediate control of the Property, to the exclusion of the Defendant and its agents and all parties acting on Defendant's behalf including DZ, LLC;

b. To enter into the Property, and search for, take possession of, remove, keep and store any of Defendant's property until the execution upon, sale, or disposal of such property, and to store the same at Defendant's premises without cost to the receiver or Plaintiffs;

c. To take charge of the Property, assets and all personal property used or associated therewith, regardless of where such property is located, including but not limited to bank accounts, operating accounts, merchant accounts, security deposits, software, checks, drafts, notes, security deposits, certificates, books, records, contracts, claims, deposits, rents, revenues, royalties, income, issues, profits, rental payments, lease payments, insurance payments, condemnation awards, rent rolls, accounts receivable and payable, other accounting information, records, contracts, and claims;

d. To manage, operate, maintain and otherwise control the Property as necessary to prevent diminution of the Property's value and maintain income being generated by the Property;

e. To use the personnel of the Receiver or hire on a contract basis personnel necessary to maintain and preserve the Receivership Property, and to retain, hire and terminate property management personnel and other personnel, and contract for and obtain such services, utilities, supplies, equipment and goods as are reasonably necessary to operate, preserve and protect the Property, and to make such repairs to the grounds and improvement on the Property, all as the Receiver may reasonably deem necessary; provided, however, no such contract shall extend beyond the termination of the Receivership unless authorized by the parties;

f. To hire and retain and otherwise obtain the advice and assistance of such third-party legal counsel, accounting, and other professionals as may be necessary to the proper discharge of the Receiver's duties, with all reasonable expenses incurred in connection therewith deemed to be expenses of the Receivership;

g. To advertise any of the Property for lease;

h. To change any or all locks on any of the Property;

i. To open, transfer and change all bank accounts, trade accounts and merchant accounts wherever located containing funds associated with the Property and deposit all sums received by the Receiver in a financial institution insured by the federal government in the name of the Receiver and to write checks and make withdrawals on such accounts;

j. To collect receivables and claims arising from the Property;

k. To exercise all of Defendant's rights and remedies with respect to proceedings brought to collect any accounts;

l. To surrender, release or exchange all or any part of any accounts of Defendant, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder;

m. To prepare, file, and sign Defendant's name on any proof of claim in bankruptcy or other similar document against any account debtor indebted on an account of Defendant;

n. To notify any parties obligated on any of the accounts of Defendant or DZ, LLC to make payment directly to the Receiver of any amounts due or to become due thereunder, to the extent such accounts relate to the Property;

o. To have continuing access to mail or other correspondence to and from Defendant concerning the Property.

p. To the extent necessary, to conduct a full inventory of all personal property comprised in the Property;

q. To pay taxes, insurance, utility charges and other expenses and costs reasonably incurred in managing, preserving, and liquidating the Property;

r. Upon Court approval, to reject any leases, agreements, or unexpired contracts of the Defendant connected to the Property that are burdensome on the Property;

s. To invest funds of the receivership estate, without further permission of the Court, in savings accounts or in securities backed by the full faith and credit of the United States;

t. To make, enforce, modify, negotiate, renegotiate and enter into such reservations, lease agreements, franchise agreements, rental agreements, contracts or other agreements of the Property as the Receiver may reasonably deem appropriate in connection with the discharge of the Receiver's duties, except that such agreements for a longer term than five years shall require Court approval;

u. To obtain and renew all insurance policies that the Receiver deems necessary for the protection of the Property and for the protection of the interest of the Receiver and the parties to this action with respect to the Property;

v. To apply for, obtain, renew and, as necessary, to prevent the loss of all trademarks, copyrights, patents, licenses, permits and entitlements required for the preservation or operation of the Property or issued in connection with therewith;

w. To issue Receiver's Certificates for the purpose of preserving and maintaining the Property, without further approval of this Court, in exchange for funds advanced by the Plaintiffs, during the term of the Receivership, which Receiver's Certificates shall bear interest and which Receiver's Certificates shall be a lien and security interest of the Plaintiffs and a preference claim upon the Property.

x. With respect to any operation or activity that is now conducted on the Property or is customarily conducted on similar properties, and that may lawfully be conducted only under governmental license or permit, to continue such operation or activity under the license or permits issued to the entity subject to compliance with the terms thereof;

y. To enforce the terms of any leases, contracts and agreements relating to the Property and to commence such actions as may be necessary in its name as Receiver to deal with parties that are delinquent or in default under such leases or agreements and to pursue and collect delinquent rents and other amounts which may be owed by customers, tenants or other third parties at the Property, accrued as of this date or hereafter accruing, and, if the Receiver so elects, to be added or substituted as plaintiff in any such actions already commenced;

z. To obtain, review and analyze the past records, including without limitation accounting records, disbursements, banking records, plans, specifications, engineering reports,

soil reports, permits, entitlements, and any other books and documents necessary to determine whether there are any potential claims or rights against the other persons and entities arising out of the ownership and operation of the Defendant, or to otherwise perform the duties of the Receiver;

aa. To pay prior obligations incurred by Defendant, its agents and servants, or any other person or entity charged with the responsibility of maintaining and operating the Property, if such obligations are deemed by the Receiver to be necessary or advisable for the continued operation of any of the Property, and any improvements thereto;

bb. To use receipts from the Property and such funds as may be advanced by third parties or by the Plaintiff for the payment of expenses of the receivership estate and of the Property;

cc. To enforce collection of any of Defendant's accounts, debts, contract rights or other rights arising from the Property;

dd. To institute or intervene in litigation to obtain a stay or prevent an action against the Property, to recover possession of the Property from persons who may now or in the future be wrongfully in possession of such property, to collect accounts and debts, enforce contracts, and other agreements relating to the Property, and to otherwise preserve the Property or otherwise to carry out the duties of the Receiver;

ee. To settle any mechanics' liens against the Property by making recommendations for settlement to this Court;

ff. To deal with, hire, or terminate present or future managers, brokers, agents or other professionals in connection with the Property;

gg. To notify any and all insurers under insurance policies affecting the Property of the pendency of these proceedings and that, subject to the prior rights of any party holding a lien encumbering the Property, any proceeds paid under any such insurance policies shall be paid to the Receiver until such time as the said insurance carriers are advised to the contrary by this Court or until they receive a certificate issued by the Clerk of this Court evidencing the dismissal of this action;

hh. To borrow from third parties on an unsecured basis, funds to meet the needs of the receivership estate in excess of the income or proceeds from the receivership estate;

ii. To preserve and protect the improvements located on the Property, and to secure same against loss and damage, and to preserve any and all construction claims and warranties as necessary; and

jj. Generally to do such other lawful acts as the Receiver reasonably deems necessary to the effective operation and management of the Property, or for the orderly liquidation of the Property if ordered by the Court, and to perform such other functions and duties as may from time to time be required and authorized by this Court, by the laws of the State of Nebraska or by the laws of the United States of America.

IT IS FURTHER ORDERED that the Receiver shall account to this Court for all sums received and expenditures made and file periodic reports to this Court from time to time, not less than every three months.

IT IS FURTHER ORDERED that the Receiver shall be compensated for its services at the greater of \$500 per month or 5% of gross receipts from the Property, whichever is greater, provided that if compensation shall be calculated upon gross receipts such payment to the Receiver shall be approved by the Court upon notice and hearing of an application for compensation made by the Receiver to this Court, which applications may be as often as monthly, otherwise may be paid by the Receiver without further Order of this Court.

IT IS FURTHER ORDERED the Receiver is hereby authorized to apply the rents, revenues, income, issues, and profits collected by the Receiver in connection with the management and operation of the Property: first, to the Receiver's compensation as identified above and as approved by this Court; second, to the other costs and expenses of the receivership, including attorney fees and other out-of-pocket expenses incurred by the Receiver in connection with the receivership; third, to the expenses of the Property and costs of operating, maintaining, and repairing the Property, including but not limited to payment of real and personal property taxes, insurance, water and sanitation bills, utilities and other operating expenses; fourth, whenever sufficient funds are available for such purpose, the Receiver shall make principal and interest payments toward any loans which are secured by a lien on the Property, in the order of

their priority; and fifth, to a fund to be held by the Receiver in an interest-bearing account, pending further order of this Court. In the event there are insufficient funds to repay any receivership expenses as contemplated, above, such expenses shall be paid from the gross proceeds of any liquidation of any of the Property with a priority senior to that of any judgment against the Property. Nothing in this Order, however, modifies or invalidates any lawful lien in or claim to the Property.

IT IS FURTHER ORDERED that Defendant, his agents, and anyone acting on Defendant's behalf including DZ, LLC shall:

a. Deliver immediately over to the Receiver or his agents all Property and all other things of value relating to the Property (including without limitations all funds on deposit in all bank accounts or merchant accounts of the Defendant and such records and other papers in its possession or under its control as may be pertinent to the status of the Property and the Receiver's collection and liquidation thereof), properly endorsed to the Receiver when necessary; and

b. Continue to deliver to the Receiver all collections of proceeds of the Property, including accounts receivable, other collections, books and other records relating to the operation, maintenance, and management of the corporation or the Property, and to permit the Receiver to carry out his duties hereunder without interference.

IT IS FURTHER ORDERED that the Defendant, its agents, and anyone acting on Defendant's behalf including DZ, LLC, shall further cooperate with the Receiver in carrying out the Receiver's duties under this Order, and provide such documents or other information necessary for the Receiver to carry out its duties, and shall respond in a timely fashion to requests and inquires of the Receiver concerning records relating to the Property, record keeping protocols, filing systems, information sources, algorithms and processes used to manipulate data, and similar matters. With respect to any information or records stored in computer-readable form or located on computers of the borrower or the person in possession of the records, such person

shall provide the Receiver full access to all media on which such records are located and all computers and the necessary application, system, and other software necessary to review, understand, print, and otherwise deal with such computerized records.

IT IS FURTHER ORDERED that the Defendant, its agents, and anyone acting on Defendant's behalf including DZ, LLC, are enjoined from:

a. Collecting any revenues from the entities or related to the Property, or withdrawing funds from any bank or other depository account relating to the entities or the Property;

b. Terminating, or causing to be terminated, any license, permit, lease, franchise agreement, contract or agreement relating to the entities or the operation of any of the businesses on such property; and

c. Otherwise interfering with the operation of the entities or the Receiver's discharge of its duties hereunder.

IT IS FURTHER ORDERED that the Receiver or any party to this action may at any time, on proper and sufficient notice to all parties who have appeared in this action, apply to this Court to enter additional orders to supplement, clarify, or amend this Order.

IT IS FURTHER ORDERED any debts, liabilities, or obligations incurred by the Receiver in the course of this receivership, including the operation or management of the Property, whether in the name of the Receiver, the Property, or the receivership estate, shall be the debt, liability, and obligation of the receivership estate only and not of the Receiver or any employee or agent personally.

IT IS FURTHER ORDERED that the Clerk of this Court is authorized to issue writs of assistance upon the Receiver's praecipe for a writ for Sheriff's assistance to enforce the terms of this Order in the form of peace-keeping duties.

IT IS FURTHER ORDERED that in the event that a bankruptcy case is filed by the Defendant during the pendency of this Receivership, Plaintiffs must give notice of same to this Court, to all parties, and to the Receiver, within 24 hours of Plaintiffs' receipt of notice of the bankruptcy filing. Upon receipt of notice that a bankruptcy has been filed which includes as part of the bankruptcy estate any Property which is the subject of this Order, the Receiver shall do the following:

a. The Receiver shall immediately contact the Plaintiffs, and determine whether Plaintiff intends to move in the Bankruptcy Court for an order for relief from the Receiver's obligation to turn over the property (11 U.S.C. § 543).

b. If the Plaintiffs indicate no intention to make such a motion, then the Receiver shall immediately turn over the property of the applicable Defendant to either the trustee in bankruptcy, if one has been appointed, or if not, then to the debtor in possession, and otherwise comply with 11 U.S.C. § 543.

c. If the Plaintiffs expresses an intention to immediately seek relief from the Receiver's obligation to turn over the Property, then the Receiver is authorized to remain in possession and preserve the property pending the outcome of such motion (11 U.S.C. § 543(a)). The Receiver's authority to preserve the Property is limited as follows: The Receiver may continue to collect the Property and the proceeds thereof. The Receiver may make disbursement, but only those, which are necessary to preserve and protect the Property. The Receiver shall not execute any new agreements or other long-term contracts. The Receiver shall do nothing that would affect a material change in circumstances of the Property.

d. Notwithstanding the above, if the Plaintiffs fails to file a motion within 10 court days after their receipt of notice of the bankruptcy filing, then the Receiver shall immediately turn over the property of the Defendant either to the trustee in bankruptcy if one has been appointed or, if not, to the debtor in the possession, and otherwise comply with 11 U.S.C. § 543. The Receiver is authorized to retain legal counsel to assist the Receiver with the bankruptcy proceedings.

IT IS FURTHER ORDERED that the Receiver shall serve any request for relief or approval of any action required by this Order on the Plaintiff, its counsel, and any other party filing an entry of appearance in this proceeding. The Court may grant any such relief requested

by the Receiver, without any further notice of hearing, unless a written resistance to the requested relief is filed with the Court and served on the Receiver, his counsel, if any, and counsel for the Plaintiff within ten days after filing and service of the Receiver's request. In the event of any objection to any Receiver's proposed action requiring the Court approval hereunder, then the Court shall promptly hold a hearing on such objection upon at least three days' prior written notice to all parties.

IT IS FURTHER ORDERED that the Receiver shall continue in possession of the Property and the receivership estate until discharged by the Court.

IT IS FURTHER ORDERED that the bond of the Receiver required by Neb. Rev. Stat. § 25-1084 is hereby fixed at the amount of \$10,000.00, said bond to meet all other required terms of § 25-1084.

DATED this _____ day of July, 2014.

BY THE COURT:

District Court Judge

Prepared and submitted by:

David J. Skalka, #21537
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(402) 390-9221 (Fax)

Attorneys for Plaintiffs

Certificate of Service

I hereby certify that on Tuesday, July 08, 2014 I provided a true and correct copy of the Application to the following:

Zhang, Yu, De, represented by Bemis, James Joseph, Jr. (Bar Number: 22626) service method: Electronic Service to jjbemis@womglaw.com

Yu Zhang Garden LLC represented by Bemis, James Joseph, Jr. (Bar Number: 22626) service method: Electronic Service to jjbemis@womglaw.com

Zhang, Xue, Bin, represented by Bemis, James Joseph, Jr. (Bar Number: 22626) service method: Electronic Service to jjbemis@womglaw.com

Zhang, Rui, Xin, represented by Bemis, James Joseph, Jr. (Bar Number: 22626) service method: Electronic Service to jjbemis@womglaw.com

Dong, Qi, Yu, service method: Residential Service

Dong, Qi, He, service method: First Class Mail

Signature: /s/ Skalka, David, (Bar Number: 21537)