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*Glenn J. Dowling*  
 REGISTER OF DEEDS

RECORD IN THE OFFICIAL RECORDS  
 COUNTY OF SARPY  
 STATE OF NEBRASKA

WHEN RECORDED, RETURN TO:

JL Holdings IV, LLC  
 Attn: Kenneth A. Freed  
 c/o Jaylor Services, LLC  
 2603 Camino Ramon, Suite 200  
 San Ramon, CA 94583

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND SUBLEASE  
 AND CONVEYANCE OF BUILDING

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND SUBLEASE AND  
 CONVEYANCE OF BUILDING ("Assignment") is entered into as of June 29, 2006, by and  
 between:

- a) **JAYLOR HOLDINGS IV, LLC**, a Nevada limited liability company formerly known as Sydran Holdings VII, LLC, whose address for purposes of this Assignment is c/o Jaylor Services, LLC, 2603 Camino Ramon, Suite 200, San Ramon, CA 94583; and
- b) **JL HOLDINGS IV, LLC**, a Delaware limited liability company doing business in the State of Nebraska as "**DELAWARE JL HOLDINGS IV, LLC**", whose address for purposes of this Assignment is c/o Jaylor Services, LLC, 2603 Camino Ramon, Suite 200, San Ramon, CA 94583.

**FOR VALUABLE CONSIDERATION**, including, without limitation, the promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1) **Definitions**. As used herein, the following terms shall have the meanings set forth below:
  - a) **Assignee** means JL Holdings IV, LLC, a Delaware limited liability company doing business in the State of Nebraska as "Delaware JL Holdings IV, LLC".
  - b) **Assignor** means Jaylor Holdings IV, LLC, a Nevada limited liability company formerly known as Sydran Holdings VII, LLC and the successor by merger to Sydran Holdings V Limited Partnership.
  - c) **Building** means the building and other improvements commonly referred to as Chili's Store No. 30 which were constructed on the Property by SFS-3 pursuant to the provisions of the Ground Lease.
  - d) **Ground Lease** means that certain Ground Lease-Shopping Center dated as of May 12, 1999, covering the Property originally executed by Owner, as "Landlord", and by SFS-3, as "Tenant".

NTF-com

Return to:  
 NEBRASKA TITLE COMPANY  
 4257 S 144TH STREET  
 OMAHA, NE 68137

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- e) **Ground Lease Assignment** means that certain Assignment and Assumption of Lease and Conveyance of Building between SFS-3, as "Assignor", and Sydran Holdings, as "Assignee", which was recorded on January 4, 2000, in the Official Records, as Instrument No. 2000-000131, as corrected by Assignment and Assumption of Lease and Conveyance of Building which was recorded on April 13, 2000, in the Official Records, as Instrument No. 2000-8530.
  - f) **Ground Lease Memorandum** means that certain Memorandum of Lease which was recorded on July 9, 1999, in the Official Records, as Instrument No. 99-21854.
  - g) **Official Records** means the official real estate records for Sarpy County, State of Nebraska.
  - h) **Owner** means Brentwood Crossing Associates, a Missouri general partnership.
  - i) **Property** means that certain real property commonly known as 7865 South 84th Street, in the City of LaVista, County of Sarpy, State of Nebraska (Chili's #30), and more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof.
  - j) **SFS-3** means Sydran Food Services III, L.P., a California limited partnership.
  - k) **Sublease** means that certain Lease covering the Property dated as of December 17, 1999, between Sydran Holdings, as "Landlord", and SFS-3 as "Tenant", as amended by:
    - i) that certain Amendment to Lease dated June 29, 2000, between Sydran Holdings, as "Landlord", and SFS-3 as "Tenant"; and
    - ii) that certain Second Amendment to Lease dated November 15, 2001, between Sydran Holdings, as "Landlord", and Brinker Restaurant Corporation, as "Tenant".
  - l) **Sublease Assignment** means that certain Assignment and Assumption of Lease dated as of November 15, 2001, between SFS-3, as "Assignor", and Brinker Restaurant Corporation, as "Assignee", which was recorded on November 28, 2001, in the Official Records, as Instrument No. 2001-39322.
  - m) **Sublease Memorandum** means that certain Memorandum of Lease which was recorded on January 4, 2000, in the Official Records, as Instrument No. 2000-134, as amended by that certain Memorandum of Amendment to Lease which was recorded on September 21, 2000, in the Official Records, as Instrument No. 2000-23775.
  - n) **Sydran Holdings** means Sydran Holdings VII, LLC, a Nevada limited liability company now known as Jaylor Holdings IV, LLC.
- 2) **The Ground Lease and the Ground Lease Memorandum.**
- a) **Assignment.** Assignor does hereby assign, transfer, set over, convey and deliver to Assignee, its successors and assigns, all of Assignor's right, title and interest, as the "Tenant", in, to and under the Ground Lease and the Ground Lease Memorandum, including, without limitation, all of the rights, powers, estate and privileges of Assignor, to and under the Ground Lease and all rights and benefits of every description whatsoever belonging to or for the benefit of Assignor in the Ground Lease.

- b) **Assumption**. Assignee hereby accepts the foregoing assignment of the Ground Lease and the Ground Lease Memorandum. Assignee shall and does hereby assume and agree to keep, observe, perform and comply with all of the terms, covenants, conditions, provisions and agreements contained in the Ground Lease on the part of the Assignor to be kept, observed, performed and complied with as fully and completely as though Assignee was the original or "Tenant" under the Ground Lease.
- 3) **The Sublease and the Sublease Memorandum**.
- a) **Assignment**. Assignor does hereby assign, transfer, set over, convey and deliver to Assignee, its successors and assigns, all of Assignor's right, title and interest, as the "Landlord", in, to and under the Sublease and the Sublease Memorandum, including, without limitation, all of the rights, powers, estate and privileges of Assignor, to and under the Sublease and all rights and benefits of every description whatsoever belonging to or for the benefit of Assignor in the Sublease.
- b) **Assumption**. Assignee hereby accepts the foregoing assignment of the Sublease and the Sublease Memorandum. Assignee shall and does hereby assume and agree to keep, observe, perform and comply with all of the terms, covenants, conditions, provisions and agreements contained in the Sublease on the part of the Assignor to be kept, observed, performed and complied with as fully and completely as though Assignee was the original "Landlord" under the Sublease.
- 4) **The Building**. Assignor does hereby grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver unto Assignee, the Building, and Assignee hereby accepts and purchases the Building for itself and its successors and assigns.
- 5) **Waiver of Warranty**. Except as set forth below, the assignment of the Ground Lease, the Ground Lease Memorandum, the Sublease and the Sublease Memorandum and conveyance of the Building provided for herein is made "AS IS," "WHERE IS," and "WITH ALL FAULTS" without any representation or warranty whatsoever, express or implied. However, Assignor hereby subrogates Assignee in and to all rights and actions in warranty that Assignor has or may have against previous owners and vendors of the Property and the Building.
- 6) **No Release**. Nothing contained in this Assignment shall relieve or release Assignor from any of its obligations as the "Tenant" under the Ground Lease.
- 7) **Binding Effect**. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.



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**EXHIBIT A**

Chilis #30

**LEGAL DESCRIPTION**

**Parcel 1:**

**Lot Six (6), Brentwood Crossing, an Addition to the City of LaVista, Sarpy County, Nebraska.**

**Parcel 2:**

**Easement Rights for the benefit of Parcel 1 created under the Declaration of Restrictions dated December 20, 1991, recorded December 23, 1991 as Inst. No. 91-20487; amended by Addendum to Declaration of Restrictions, recorded November 4, 1992 as Inst. No. 92-24051; amended by Second Addendum to Declaration of Restrictions, recorded June 25, 1993 as Inst. No. 93-14506; amended by Third Addendum to Declaration of Restrictions, recorded July 9, 1999 as Inst. No. 99-21857, in the records of Sarpy County, Nebraska.**