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Carol Livens
DODGE COUNTY
REGISTER OF DEEDS
COMPARE INDEX FEE \$ 35.50

This instrument prepared by
or under the supervision of
(and after recording should
be returned to):

Name: Danielle Gonzalez, Esquire
Address: Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131
Phone: 305-579-0633

6046393

ASSIGNMENT AND ASSUMPTION OF LEASEHOLD ESTATE
Store #9490

THIS ASSIGNMENT AND ASSUMPTION OF LEASEHOLD ESTATE is made and entered into as of the 16 day of July, 2008, by SR OF IOWA, L.C., an Iowa limited liability company, whose mailing address is 11404 W. Dodge Road, Omaha, Nebraska 68154-9759, Attn: Michael Simmonds ("**Grantor**"), to BURGER KING CORPORATION, a Florida corporation, whose taxpayer identification number is 59-0787929 and whose mailing address is 5505 Blue Lagoon Drive, 8th Floor, Miami, Florida 33126 ("**Grantee**"). Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their successors and assigns.

NT-COM

WITNESSETH:

GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has assigned, granted, bargained and sold, and by these presents does hereby assign, grant, bargain and sell to Grantee and Grantee's heirs, successors and assigns forever, that certain leasehold estate (the "**Leasehold Estate**") created by virtue of that certain lease more

No Title
\$35.50

particularly described on Exhibit B attached hereto and made a part hereof (the "**Lease**") with respect to the following described land situate and being in Dodge County, Nebraska (the "**Property**"), to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE and to hold the Leasehold Estate forever.

GRANTOR hereby covenants with Grantee that it is lawfully seized of the Leasehold Estate, that it has good right and lawful authority to sell and convey the Leasehold Estate, that it hereby fully warrants the title to the Leasehold Estate and will defend the same against the lawful claims of all persons whomsoever.

GRANTOR shall remain liable for and hereby indemnifies and agrees to defend and hold harmless Grantee from and against any and all liabilities, obligations, claims, costs and expenses whatsoever which Grantee may incur or suffer arising under, accruing or on account of the Lease prior to the date hereof.

GRANTEE hereby assumes all obligations of Grantor under the Lease arising after the date hereof. Grantee hereby indemnifies and agrees to defend and hold harmless Grantor from and against any and all liabilities, obligations, claims, costs and expenses whatsoever which Grantor may incur or suffer first arising under, accruing or on account of the Lease from and after the date hereof. Grantee unconditionally assumes and shall promptly perform each covenant and obligation of the Grantor which may accrue or become due or owing under the terms of the Lease after the date hereof. Grantee shall perform all of the obligations of Grantor under the Lease and Grantee shall be bound by all of the terms and conditions of the Lease as the tenant from and after this date.

This document may be signed in counterparts.

EXHIBIT A

Store #9490

Legal Description

[See Attached]

LEGAL DESCRIPTION

That portion of Lot 1, Block 1, Howard Williams Fifth Addition, an Addition to the City of Fremont, as surveyed, platted and recorded in Dodge County, Nebraska, described as follows:

Beginning at the Southeast corner of said Lot 1 monumented with a 5/8" rebar; thence North 89 degrees 31 minutes 10 seconds West (assumed bearings) for 241.72 feet along the South line of said Lot 1 to a 5/8" rebar; thence North 00 degrees 02 minutes 29 seconds East for 287.47 feet along a line that is parallel with and 237.00 feet East of the West line of said Lot 1 to a chiseled "x" on the South right of way line of East 23rd Avenue South; thence along said South right of way line for the following four (4) courses; 1) thence South 87 degrees 42 minutes 07 seconds East for 92.08 feet to a star drill hold with chiseled V; 2) thence along a curve to the right having a radius of 90.00 feet and a long chord bearing South 56 degrees 10 minutes 33 seconds East for 49.82 feet, for an arc length of 50.48 feet to a 1/2" rebar; 3) thence along a curve to the left having a radius of 91.00 feet and a long chord bearing South 64 degrees 51 minutes 01 seconds East for 76.50 feet, for an arc length of 78.95 feet to a 1/2" rebar; 4) thence along a curve to the right having a radius of 40.01 feet and a long chord bearing South 51 degrees 52 minutes 19 seconds East for 49.37 feet, for an arc length 53.20 feet to a 1/2" rebar on the West right of way line of Cedar Street; thence South 00 degrees 00 minutes 30 seconds East for 195.08 feet along said West right of way line to the point of beginning.

STORE 9490

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EXHIBIT B

Store #9490

Lease Description

Lease, dated March 31, 2006, by and between GE Capital Franchise Finance Corporation, a Delaware corporation, as landlord, and SR of Iowa, L.L.C., an Iowa limited liability company, as tenant.

Assignment and Assumption of Lease, Assignment of Unconditional Guaranty of Payment and Performance, and Assignment of Limited Recourse Guaranty, dated March 12, 2008, by and between GE Capital Franchise Finance Corporation, a Delaware corporation, as landlord, and Elaine Sue Chan, as assignee.