

AFTER RECORDING RETURN TO:

Ansell Grimm & Aaron PC
365 Rifle Camp Road
Woodland Park, NJ 07424
Attn: Melanie J. Scroble, Esq.

Chicago Title NJ L00173894

LOAN ASSUMPTION AGREEMENT

THIS LOAN ASSUMPTION AGREEMENT (this "Agreement") dated as of October 13, 2017 (the "Effective Date"), is made by and between **CRIC CAG Omaha 9 LLC**, a Delaware limited liability company (~~*Assignor~~), and **Omaha ConAgra ADPTIC, LLC**, a Delaware limited liability company (~~*Assignee~~). All capitalized terms used but not defined herein shall have the meanings assigned to them in the Deed of Trust (hereinafter defined).

WITNESSETH:

WHEREAS, Assignor is the borrower under a certain mortgage loan from Wells Fargo Bank Northwest, N.A., as Trustee ("Lender"), in the original principal amount of \$14,444,288.74 (the "Loan"), which Loan is evidenced by a certain Promissory Note dated as of August 31, 2015, made by Assignor and payable to Lender (the "Note"); and

WHEREAS, the Loan is secured by (among other things) (a) a certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated as of August 31, 2015, made by Assignor for the benefit of Lender and recorded with the Office of the Douglas County, Nebraska Register of Deeds (the "Recording Office") on September 17, 2015, as Instrument No. 2015078627 (the "Deed of Trust"), encumbering Assignor's fee interest in that certain real property described therein, which real property is more fully described on **Exhibit A** hereto (the "Premises"); and (b) a certain Assignment of Leases and Rents dated as of August 31, 2015, from Assignor for the benefit of Lender and recorded in the Recording Office on September 17, 2015, as Instrument No. 2015078628; and

WHEREAS, Assignor has conveyed a thirty-eight and forty-seven hundredths percent (38.47%) interest in and to the Premises (the "TIC Interest") to Assignee via a deed dated effective as of October 13, 2017, and recorded in the Recording Office simultaneously herewith; and

WHEREAS, following the transfer of the TIC Interest to Assignee, Assignor shall own a sixty-one and fifty-three hundredths percent (61.53%) interest in and to the Premises, as a tenant in common with Assignee; and

WHEREAS, in connection with Assignor's conveyance of the TIC Interest to Assignee, Assignee desires to assume from Assignor Assignor's rights, interests, duties, obligations and liabilities under the Loan, and Assignor and Assignee desire to agree that they will be jointly and severally obligated with respect to the Loan.

* Assignor = grantor
** Assignee = grantee

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignee does hereby assume Assignor's right, title and interest in and to the Loan, the Note, the Deed of Trust and the other Operative Agreements, and Assignor's rights and obligations under the Loan, the Note, the Deed of Trust and the other Operative Agreements, accruing from and after the Effective Date, to have and to hold the same from this day forward subject to the terms, conditions, covenants and provisions therein mentioned. From and as of the Effective Date, Assignor and Assignee shall jointly and severally hold Assignor's right, title and interest in and to the Loan, the Note, the Deed of Trust and the other Operative Agreements, and shall be jointly and severally responsible for all of Assignor's rights and obligations under the Loan, the Note, the Deed of Trust and the other Operative Agreements. Assignor and Assignee hereby agree to jointly and severally perform all of Assignor's obligations and liabilities arising and accruing from and after the Effective Date, and unconditionally agrees to be jointly and severally bound by, comply with and abide by, Assignor's obligations under the Loan, the Note, the Deed of Trust and the other Operative Agreements.

2. Assignor shall indemnify and hold Assignee harmless from and against all liabilities, claims, obligations, costs and expenses, including without limitation, reasonable attorneys' fees and expenses, which arise out of the Loan, the Note, the Deed of Trust and the other Operative Agreements and relate to the period prior to the Effective Date and for which Assignor would be liable under the Loan, the Note, the Deed of Trust and the other Operative Agreements.

3. Each provision contained in this Agreement shall be a separate and independent obligation. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by applicable law.

4. No term or provision hereof may be amended, changed, waived, discharged or terminated orally, but only by an instrument signed by the party against whom enforcement thereof is sought.

5. Lender is entitled to rely on this Agreement as a third-party beneficiary.

6. The parties agree that faxed signatures or signatures transmitted by electronic means may be used to expedite the transaction contemplated by this Agreement. Each party intends to be bound by its faxed or electronically transmitted signature and each is aware that the other will rely on the faxed or electronically transmitted signature, and each acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on a faxed or electronically transmitted signature.

7. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment

of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

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Exhibit A

Legal Description of Premises

The land referred to is situated in the State of Nebraska, County of Douglas and is described as follows:

Parcel 1:

Lot 17, Central Park East, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

Parcel 2:

Non-exclusive easements contained in Parking Declaration, filed November 30, 1989, in Book 906, Page 481; amended by the First Supplemental Parking Declaration, filed June 19, 1990, in Book 928, Page 9; amended by the Second Supplemental Parking Declaration, filed November 7, 1990, in Book 944, Page 1; amended by the Amendment to Parking Declaration, filed August 30, 1995, in Book 1155, Page 233; amended by the Third Supplemental Parking Declaration, filed June 7, 1999, in Book 1295, Page 710; all in the Official Records, Douglas County, Nebraska.