

AFTER RECORDING RETURN TO:

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

Chicago title NW 20173894
Subject Property: 9 ConAgra Drive, Omaha, Nebraska

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment"), dated for 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).

RECITALS:

WHEREAS, Assignor is the Landlord under that certain Lease Agreement dated September 15, 1989, as amended by a First Addendum to Lease Agreement dated March 2, 1990, a Second Amendment to Lease Agreement dated as of March 22, 2005, and a Third Amendment to Lease Agreement dated as of June 30, 2014, by and between Assignor (as successor by assignment to CAGR, L.L.C., a Delaware limited liability company [successor in interest to Opus Corporation, a Minnesota corporation, and to Omaha Real Estate Investment Partnership, a Minnesota general partnership]), as landlord, and ConAgra Foods, Inc., a Delaware corporation formerly known as ConAgra, Inc., as tenant, (the "Lease"), with respect to that certain real property described therein, which real property is more fully described on **Exhibit A** hereto (the "Premises");

WHEREAS, a memorandum of the Lease was recorded in the real property records of Douglas County, Nebraska (the "Property Records") on September 18, 1989, in Book 899, page 33, which memorandum was amended by an amendment recorded in the Property Records on July 26, 1990, in Book 932, page 283;

WHEREAS, concurrently herewith, Assignor is conveying to Assignee a thirty-eight and forty-seven hundredths percent (38.47%) undivided interest in the Premises, as a tenant in common with Assignor, (the "Conveyed Interest") via a deed to be recorded in the Property Records;

WHEREAS, in connection with Assignor's conveyance of the Conveyed Interest to Assignee, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, a thirty-eight and forty-seven hundredths percent (38.47%) undivided interest, as a tenant in common with Assignor, in and to the Lease and all of Assignor's rights, interests, duties, obligations and liabilities under the Lease.

* 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:

A G R E E M E N T:

1. Assignment. As of the Effective Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee a thirty-eight and forty-seven hundredths percent (38.47%) undivided interest, as a tenant in common with Assignor, in, to and under the Lease, including, without limitation, Assignor's right, title and interest in and to any security, cleaning or other deposits, and in and to any claims for rent arising on or after the Effective Date, and any other claims arising under the Lease on and after the Effective Date, subject to the rights of the lessee under the Lease.

2. Assumption. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the lessor under the Lease, from and after the Effective Date, in accordance with the interest assigned to Assignee herein.

3. Indemnity. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all claims, demands, actions, causes of action, losses, liabilities, damages, costs and expenses suffered or incurred by or asserted against Assignee in connection with or arising from the Lease with respect to any period prior to the Effective Date.

4. Disclaimer. The Lease is assigned by Assignor and accepted by Assignee AS IS, WHERE IS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE LEASE ASSIGNED HEREUNDER, AND ALL OTHER REPRESENTATIONS AND WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE OF THE STATE OR STATES WHERE THE REAL PROPERTY SUBJECT TO THE LEASE IS LOCATED.

5. Authorization. This Assignment has been duly authorized, executed and delivered by the parties and is enforceable against each of them in accordance with its terms.

6. Counterparts. To facilitate execution, this Assignment 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 Assignment 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.

[Balance of page left blank/Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Lease to be effective as of the Effective Date set forth above.

ASSIGNOR:

CRIC CAG OMAHA 9 LLC,
a Delaware limited liability company

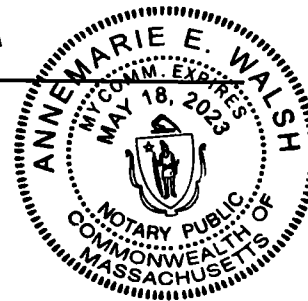
By: Marjorie Palace
Name: Marjorie Palace
Title: President

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

Before me, Annemarie E Walsh, a Notary Public of the State and County aforesaid, personally appeared Marjorie Palace, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President of CRIC CAG Omaha 9 LLC, a Delaware limited liability company, the within named assignee, and that she as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company in her authorized capacity.

Witness my hand and official seal, at office Boston, Massachusetts, this 12th day of October, 2017.

Annemarie E Walsh
Notary Public
Annemarie E. Walsh
My Commission Expires: _____

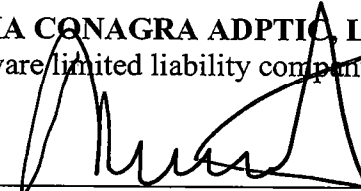


[Signatures continued on next page]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Lease to be effective as of the Effective Date set forth above.

ASSIGNEE:


OMAHA CONAGRA ADPTIC, LLC
 a Delaware limited liability company

By: 
 Name: Drew Bernstein
 Title: Manager

STATE OF New York)
) ss.
 COUNTY OF New York)

Before me, Jessica Tavares, a Notary Public of the State and County aforesaid, personally appeared Drew Bernstein, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be manager of Omaha ConAgra ADPTIC, LLC, a Delaware limited liability company, the within named assignee, and that he/she as such manager being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company in his/her authorized capacity.

Witness my hand and official seal, at office in New York, New York, this 12 day of October, 2017.


 Notary Public Jessica M. Tavares

My Commission Expires: 11/4/2017

JESSICA M. TAVAREZ
 Notary Public, State of New York
 No. 01TA6292223
 Qualified in New York County
 Commission Expires 11/4/2017

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.