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Fee amount: 88.00
FB: 66-08297
COMP: YT

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
07/19/2016 14:34:32.00



2016057315

This instrument was drafted by and upon
filing should be returned to:

H. Daniel Smith
Smith Slusky Law
8712 West Dodge Road
Suite 400
Omaha, NE 68114

ASSIGNMENT OF LEASES AND RENTS

Chicago in NE 14012391
THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of the
30th day of *June*, 2016, between **LUND 144 CENTER, LLC**, a Nebraska limited
liability company and **OVERLAND WOLF BUILDING PARTNERSHIP**, a Nebraska
partnership (herein, "Borrower" or "Borrowers"), and **PINNACLE BANK**, a state chartered bank
(the "Lender"), its successors and assigns.

WITNESSETH:

WHEREAS, the Borrowers and the Lender have entered into a Loan Agreement dated of
even date herewith (hereinafter called the "Loan Agreement"), pursuant to which the Lender has
agreed to lend to the Borrower up to the sum of \$8,132,000.00; and

WHEREAS, in accordance with the Loan Agreement, the Borrowers have executed and
delivered to the Lender a Promissory Note, dated of even date herewith, in the principal amount
of \$8,132,000.00 (the "Note"); and

WHEREAS, to secure payment and performance of the obligations of the Borrowers, the
Borrowers have made, entered into and delivered to Lender a Deed of Trust, Security Agreement,
Assignment of Leases and Rents and Fixture Filing Statement of even date herewith (the
"Mortgage"), covering, inter alia, real estate situated in Omaha, County of Douglas, State of
Nebraska, legally described on Exhibit A attached hereto and hereby made a part hereof, and the
buildings and improvements and certain furniture, fixtures, furnishings, equipment, machinery and
personal property owned by the Borrower now or hereafter located thereon (the "Mortgaged
Premises"); and

GRANTOR = BORROWER
GRANTEE = LENDER

WHEREAS, the Note and all other documents and instruments given by Borrowers to evidence or secure repayment of the loan identified herein, including (without limitation) the Loan Agreement and any Loan Documents as defined therein are referred to in this Assignment as the "Loan Documents"; and

WHEREAS, said principal amount, together with interest thereon at the rate or rates provided in the Note, is payable in accordance with the terms of the Note, with the entire unpaid principal balance of Note and any unpaid, accrued interest thereon maturing and being due and payable in full not later than the Maturity Date as set forth in the Note; and

WHEREAS, the Lender, as a condition to making the loan evidenced by the Note, has required the execution of this Assignment.

NOW THEREFORE, in consideration of the premises, and in further consideration of the sum of One and No/100ths Dollars (\$1.00) paid by the Lender to the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Borrowers do hereby grant, transfer, set over, assign and deliver to the Lender all of the Borrowers' right, title and interest in, to and under all leases, subleases, licenses, concessions, tenancies, management agreements, operating agreements and any other agreements creating the right of possession or the right of use without a transfer of title, whether written or oral, now or hereafter existing, and covering all or any part of the Mortgaged Premises, together with any and all security deposits made thereunder, all extensions, amendments, modifications, renewals and replacements of any thereof, and any guaranties of the lessees', sublessees', licensees', concessionaires', tenants', users', managers' or operators' (collectively the "Lessees") obligations under any thereof, each of said leases, subleases, licenses, concessions, tenancies and agreements now existing and hereafter executed or entered, together with all such deposits, extensions, amendments, modifications, renewals, replacements and guaranties (each a "Lease" and collectively the "Leases"). In addition to the foregoing, the Borrower does further hereby presently grant, transfer, set over and assign to the Lender, and does hereby relinquish to the Lender all of the Borrowers' right to collect and enjoy all of the rents, income, revenues, royalties, issues and profits, including, without limitation, all amounts payable to the Borrowers on account of maintenance, repairs, taxes, insurance and common area or other charges by any other party to any Lease, and all amounts paid in compromise or for cancellation of any Lease by any party thereto other than the Borrowers, now or hereafter accruing or owing under or from Leases or otherwise from the Mortgaged Premises or any part thereof, whether accruing before or after foreclosure of the Mortgage (collectively called "Rentals").

A. The assignment herein is granted upon the following terms and conditions:

1. Performance of Obligations under Leases. The Borrowers agree to promptly, faithfully and diligently observe, perform and discharge each and every term, condition, obligation, covenant and agreement which the Borrowers are now, or hereafter become, liable to observe, perform or discharge under the Note, the Loan Agreement, the Mortgage and the Leases; to give prompt written notice to the Lender of any notice of default under any Lease on the part of the Borrower received from a Lessee thereunder, or on the part of any Lessee given by the Borrowers thereunder, together with an accurate and complete copy of any such notice; and, at the sole cost and expense of the Borrowers, to enforce or secure the

performance of each and every obligation, covenant, condition and agreement to be performed by the Lessees under the Leases.

2. Actions Arising Out of Leases. The Borrowers shall, at the Borrowers' sole cost and expense, appear in and defend any dispute, action or proceeding arising under, growing out of or in any manner connected with or affecting any of the Leases or the obligations, duties or liabilities of the Borrowers or any Lessee thereunder, and to pay all costs and expenses of the Lender, including attorneys' fees (prior to trial, at trial and on appeal) ("Costs"), in connection with any such dispute, action or proceeding in which the Lender may appear or with respect to which it may otherwise incur costs or expenses, whether or not the Lender prevails therein. Notwithstanding anything contained in this Assignment to the contrary, Borrowers shall not be required to indemnify or defend Lender from or against Costs resulting from (i) the gross negligence or willful misconduct of Lender or any receiver appointed by Lender, or (ii) any occurrence or non-occurrence giving rise to Costs that initially occurs (1) after foreclosure or other taking of title to or possession of the Mortgaged Premises by Lender or other third party; or two (2) years after the date of repayment in full of the Loan in the ordinary course of business.
3. Lender's Right to Perform. Upon an Event of Default, then the Lender may, but without obligation to do so, without notice or demand to or upon the Borrowers, and without releasing the Borrowers from any obligation hereof, make or do the same in such manner and to such extent as the Lender may deem necessary or desirable to protect the security hereof, including specifically, without limiting its general powers, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender, and observing, performing and discharging all or any of the obligations, covenants and agreements of the Borrowers in the Leases contained. In exercising any such powers, the Lender may pay its costs and expenses, employ counsel and incur and pay attorneys' fees (prior to trial, at trial and on appeal). The Borrowers hereby grant to the Lender an irrevocable power of attorney, coupled with an interest, to perform should the Borrowers fail to make any payment or to do any act as herein provided, all of the acts and things provided for in this section and in Section C.2 hereof as the Borrowers' agent and in the Borrower's name.
4. Borrowers to Reimburse Lender. The Borrowers agree to reimburse the Lender, upon demand, for all sums expended by the Lender under the authority hereof, together with interest thereon at the Default Rate specified in the Note from the date expended, and the same shall be added to the indebtedness evidenced by the Note and shall be secured hereby and by the Mortgage.
5. Lender to Approve Leases. Until the indebtedness secured hereby shall have been paid in full, and except as otherwise specified in the Loan Agreement, the Borrowers covenant and agree not to enter into any Leases (or combination of leases to affiliated parties) without the prior written approval thereof by the Lender (which approval shall not be unreasonably withheld and which consent shall be deemed given if not communicated by Lender in writing within ten (10) Business

Days of the receipt of request therefor from Borrowers), to provide the Lender with executed copies of all Leases, to assign to the Lender any and all subsequent Leases upon all or any part of the Mortgaged Premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Lender, upon demand, any and all instruments that may be necessary or desirable therefor or otherwise effectuate the terms of this Assignment. The terms and conditions of this Assignment shall, however, apply to any such subsequent Leases, whether or not such instruments are executed or delivered by the Borrower.

6. No Modification without Consent. Without the prior written approval by the Lender (which approval shall not be unreasonably withheld and which consent shall be deemed given if not communicated by Lender in writing within ten (10) Business Days of the receipt of request therefor from Borrowers), and except as otherwise specified in the Loan Agreement, or in any Lease in effect as of the date of this Agreement, the Borrowers agree not to modify, amend, extend, waive or in any manner alter the terms of any Leases or reduce the Rental payable thereunder; not to waive, excuse or condone any default by a Lessee under a Lease; not to in any manner release or discharge any Lessee of or from any obligation, covenant, condition or agreement by said Lessee to be performed under a Lease, including the obligation to pay the Rental called for thereunder in the manner and at the places and times specified therein; not to grant any concession to such Lessee; not to cancel or terminate the term of any Lease or accept a surrender thereof; not to consent to any assignment or sublease by any such Lessee of its rights under any Lease; and not to enter into any new Lease.
7. Non-Merger of Leases. Each Lease shall remain in full force and effect despite any merger of the interest of the Borrowers and any Lessee thereunder; the Borrowers shall not transfer fee title to the Mortgaged Premises to any Lessee, without the prior written consent of the Lender; and no such transfer shall relieve the Borrowers of any liability to the Lender, unless the Lender specifically agrees otherwise in writing.
8. Estoppel Certificates. The Borrowers shall use their best efforts to deliver to the Lender, promptly upon request by the Lender, a duly executed estoppel certificate from any Lessee, in the Lender's form.
9. Security Deposits. In the Event of Default, the Borrower, after any notice requirements or cure period provided in the Loan Documents or mandated by law, shall deliver to the Lender, promptly upon request by the Lender, all security deposits held by the Borrowers pursuant to the terms of the Leases, which the Lender shall hold and disburse in accordance with the terms of the Leases. Until any such request by the Lender, all security deposits shall be deemed to be held by Borrowers in trust for the Lender.

B. The Borrowers hereby covenant, represent and warrant to the Lender that:

1. Borrowers' Authority. The Borrowers have good right and lawful authority to grant, transfer, set over and assign, and, other than the Mortgage, Borrowers have not executed any prior assignment or alienation of its rights, title and interest in, to and under the Leases and to and in the Rentals, or otherwise encumbered the same.
2. No Conflicting Agreements. The Borrowers have not performed or committed any act or executed any instrument, and is not bound by any law, statute, regulation, order, mortgage, indenture, contract or agreement, which might prevent the Lender from operating under any of the terms and conditions hereof, or which would limit the Lender in such operation.
3. No Advance Rent. No Rental has been or will be paid by any Lessee, nor has been or will be collected or accepted by the Borrowers, for more than one (1) month in advance, and the payment of none of the Rentals to accrue for any portion of the Mortgaged Premises has been or will be in any other manner anticipated, waived, released, excused, reduced, discounted, or otherwise discharged, altered or compromised by the Borrowers, except as otherwise specified in the Loan Agreement. The Borrowers have not incurred and shall not incur any indebtedness to any Lessee.
4. No Other Assignments. The Borrower have not executed or agreed to, shall not execute or agree to, and shall not permit to occur by operation of law any other assignment, alienation, pledge, encumbrance or transfer of any of its right, title or interest in, to or under the Leases or Rentals, except as provided for in the Mortgage.
5. Leases in Effect. The Leases which have been executed on or before the date hereof are in full force and effect and there is no default now existing under the Leases. Except as shown in any tenant estoppel certificate heretofore delivered to the Lender, said Leases: have not been amended or modified; the Borrowers have granted no concession and no waiver, release, reduction, postponement or alteration of Rental to the Lessees under said Leases; nor has any event occurred which, with the passage of time and/or the giving of notice, would constitute a default thereunder.
6. No Further Subordination of Leases. The Borrowers shall not permit any of the Leases to become subordinate to any lien other than the liens hereof and of the Mortgage.

C. It is mutually agreed that:

1. Present Assignment. This is a present, absolute, effective, irrevocable and complete assignment by the Borrowers to the Lender of the Leases and Rentals and of the right to collect and apply the same, which is not contingent upon Lender being in possession of the Mortgaged Premises. Lender grants to Borrowers a revocable license (the "Rental License") to collect the Rentals, which license shall terminate automatically upon the occurrence of an Event of Default (after any notice

requirements or cure period provided in the Loan Documents or mandated by law) under the Note, under the Mortgage, under the Loan Agreement, or under any other instrument which secures or refers to the Note (hereinafter called "Other Security Instrument") (herein called an "Event of Default"). So long as the Rental License has not been terminated, the Borrowers shall have a conditional opportunity to collect, but not more than (1) month in advance, all Rentals from the Mortgaged Premises, in trust for the Lender, and to use the same for payment of taxes, assessments, governmental charges, levies, insurance premiums which the Borrowers are required to pay under the Mortgage, all other costs and expenses which the Borrowers are required to pay under and pursuant to the Note, the Mortgage, under the Loan Agreement, and to this Assignment, as and when due, before using said Rentals for any other purpose, and the excess only shall be the Borrowers' absolute property.

2. Lender Rights upon Default. Upon or at any time after the occurrence of an Event of Default hereunder, under the Note, under the Mortgage, under the Loan Agreement, or under any Other Security Instrument (after any notice requirements or cure period provided in the Loan Documents or mandated by law), or if any representation or warranty made by the Borrowers to the Lender in connection with the Loan evidenced by the Note is untrue in any material respect, the Lender may, at its option, but without obligation to do so, without notice to or consent of the Borrowers, either in person or by agent, without regard for the adequacy of the security for the indebtedness secured hereby, the commission of waste or the solvency of the Borrowers, with or without bringing any action or proceeding, by a receiver or trustee to be appointed by a court, enter upon, take possession of, maintain, manage and operate the Mortgaged Premises, make, execute, enforce, modify, alter, cancel and accept the surrender of Leases (whether or not the same extend beyond the term of the Mortgage), obtain or evict tenants, fix or modify Rentals, refund and collect security deposits, and do any acts which the Lender deems proper to protect the security hereof, and either with or without taking possession of the Mortgaged Premises, in its own name or in the name of the Borrower, sue for or otherwise demand, collect, receive, and give receipts for all Rentals, and apply the same upon the costs of collection thereof, including the fees and costs of agents and attorneys employed by the Lender; upon the costs of managing, operating and leasing the Mortgaged Premises, including taxes, insurance, maintenance, repairs, improvements, the fees of professional managing agents, architects, engineers, and appraisers, license and permit fees, leasing fees and commissions, and Lender's out-of-pocket expenses; and upon any indebtedness secured hereby, in such order as the Lender may determine, subject to applicable statutory requirements, if any, and to the requirements of the Mortgage. The Lender or such a receiver shall be entitled to remain in possession of the Mortgaged Premises and to collect the Rentals throughout any statutory period of redemption from a foreclosure sale. The entering upon and taking possession of the Mortgaged Premises, the collection of Rentals and the application thereof as aforesaid shall not cure or waive any Event of Default or waive, modify or affect any notice of default under the Note, under the Mortgage, the Loan Agreement, or under any Other

Security Instrument or hereunder, or invalidate any act done pursuant to such Event of Default or notice of default.

The Lender may, without entering into possession or pursuing any other remedy as provided in this section or at law or in equity, or in conjunction with such possession or pursuit of other remedy, give notice to any or all Lessees authorizing and directing said Lessees to pay Rentals directly to the Lender. If a Lessee receives such a notice, the Borrowers hereby direct such Lessee to make payment pursuant thereto, and it shall be conclusively presumed, as between the Borrowers and such Lessee, that the Lessee is obligated and entitled to make such payment to the Lender, and that such payment constitutes payment of Rentals under the Lease in question. Such notice may be given either in the Lender's or in the Borrowers' name. The Borrowers shall in every way facilitate the payment of Rentals to the Lender when the Lender has the right to receive the same hereunder. The Lender shall be accountable only for Rentals actually delivered to Lender in good funds collected hereunder and not for the rental value of the Mortgaged Premises and shall have no obligation to credit to Borrowers any amounts other than those actually collected in good funds. The Lender shall not be liable for any security deposit made by any Lessee unless and until the Lender comes into actual, physical possession and control thereof. Failure of the Lender to collect, or discontinuance by the Lender from collecting, at any time, and from time to time, any Rentals, shall not in any manner affect the rights of the Lender to thereafter collect the same.

Notwithstanding anything to the contrary in this Assignment, to the extent that the default, foreclosure or receiver provisions of this Assignment shall contradict those contained within the Mortgage, the Mortgage shall control, except that under all circumstances this Assignment shall be construed to be present, absolute, effective, irrevocable and complete.

3. Additional Rights of Lender. Upon an Event of Default, the Lender shall have the right, under this Assignment, to take possession of and use, subject to the terms of the Leases, without rental or charge, any fixtures, equipment, furniture, appliances, personal property, books of account and records of the Borrowers or their agents located in or constituting a part of the Mortgaged Premises in connection with the Lender's occupancy, management and operation of the Mortgaged Premises. The Lender shall be deemed to be the creditor of any Lessee in respect of any assignment for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceeding affecting such Lessee; provided, however, that the Lender shall not be obligated to file timely claims in such proceedings or to otherwise pursue any creditor's rights therein.
4. Lender Not a Partner. The Lender shall not be deemed to be a partner of, or a joint venturer with, the Borrowers or either of them with respect to the Mortgaged Premises or to be a participant of any kind in the management or operation of the Mortgaged Premises. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or

liability under any Lease, or with respect to the Mortgaged Premises or the inspection, maintenance or repair thereof, under or by reason of this Assignment, and the Borrowers shall and do hereby agree to defend and indemnify the Lender against, and to hold it harmless from, any and all liability, loss or damage which the Lender may or might incur under the Leases, by reason of any death, personal injury or property damage occurring on or about the Mortgaged Premises, or otherwise under or by reason of this Assignment and against and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease. Should the Lender incur any such liability, loss or damage under any Lease, by reason of any such death, personal injury or property damage, or under or by reason of this Assignment, or as a result of or in defending against any such claims or demands, then the amount thereof, including costs, expenses and attorneys' fees (including such costs, expenses and fees prior to trial, at trial and on appeal), together with interest thereon at the Default Rate specified in the Note from the date incurred, shall be secured hereby and by the Mortgage, and the Borrower shall reimburse the Lender therefor immediately upon demand. Neither this Assignment, nor the exercise by the Lender of its rights hereunder, shall be deemed to constitute the Lender a mortgagee in possession of the Mortgaged Premises, unless the Lender elects in writing to be so constituted.

5. Events of Default under Loan Documents. If any Event of Default shall occur under the Note, under the Mortgage, under the Loan Agreement, or under any Other Security Instrument or hereunder (after any notice requirements or cure period provided in the Loan Documents or mandated by law), or if any representation or warranty made by the Borrowers to the Lender in connection with any loan evidenced by the Note is untrue in any material respect, then the Lender may, at its option, exercise any and all rights available to Lender hereunder, under the Mortgage or the other Loan Documents. All such remedies shall be cumulative and the exercise of one shall not preclude or prejudice the exercise of any other.
6. Release upon Payment in Full. Upon the recording or filing of any instrument of satisfaction or full release of the Mortgage executed by Lender, unless there shall have been recorded another mortgage in favor of the Lender covering all or any portion of the Mortgaged Premises, this Assignment shall become and be void and of no further effect.
7. Construction According to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and they are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other terms hereof shall be in no way affected thereby. The Lender shall be entitled to all rights and remedies available hereunder, under the Note, under the Mortgage, under the Loan Agreement, or under any Other

Security Instrument, at law, in equity or under statute now and/or at the time of exercise thereof, even though such rights and remedies were not available on the date first above written, and all such rights and remedies may be exercised at any time and from time to time concurrently, separately, successively and in any order of preference, at the Lender's sole discretion.

8. Successors and Assigns. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective heirs, executors, administrators, personal representatives, legal representatives, successors and permitted assigns of the Borrowers and the Lender; provided, however, that nothing in this section is intended to be or shall be construed as a waiver of the rights of the Lender under the Mortgage.
9. Resort to Remedies. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Mortgage. The Lender shall not be required to resort first to the rights under this Assignment or of the Mortgage before resorting to the rights of the other, and the Lender may exercise the rights under this Assignment and under the Mortgage concurrently or independently and in any order of preference, all rights and remedies of the Lender set forth herein, in the Note, in the Mortgage, in the Loan Agreement, in the Other Security Instruments, at law, in equity, under statute and by contract being cumulative. No failure by the Lender to avail itself of any of the terms, covenants or conditions of this Assignment for any period of time shall be deemed to constitute a waiver thereof. The Lender shall have the right to assign the Borrower's rights, title and interests in, to and under any Leases and in and to the Rentals to any other or subsequent holders of the Note or any participant therein, or to any person, party or entity which acquires title to the Mortgaged Premises through foreclosure or otherwise, and any such assignees shall have all of the rights, remedies and powers provided to the Lender herein. All words and phrases used herein shall be construed to include the singular or plural number and the masculine, feminine or neuter gender, as may be appropriate under the circumstances.
10. Defined Terms. All capitalized terms not otherwise defined in this Assignment shall have the meanings given to them in the Loan Agreement.
11. Notices. Any notice demand, consent, approval, request, or other communication or document required or permitted to be given by a party hereto to another party shall be deemed to have been given when (i) delivered personally (with written confirmation of receipt); (ii) sent by telefacsimile to a fax number as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized overnight delivery service; (iii) sent by email to an email address as designated in writing by the party to whom the communication is addressed (with written confirmation of receipt), provided that a confirmation copy also is promptly mailed by certified mail, return receipt requested or sent by a nationally recognized

overnight delivery service; (iv) received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested); or (v) received by the addressee, if sent by certified mail, return receipt requested, to the address set forth below:

If to Borrower: Lund 144 Center, LLC
450 Regency Parkway
Suite 220
Omaha, Nebraska 68114
Attn: John F. Lund

with copy to: Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, NE 68102
Attn: Joseph O. Kavan

If to Lender: Pinnacle Bank
18081 Burt Street
Omaha, Nebraska 68022
Attn: Brett Michael

with copy to: Smith Slusky Law
8712 West Dodge Road
Suite 400
Omaha, NE 68114
Attn: H. Daniel Smith

Each party may change its address for notice from time to time by delivering written notice as above provided at least ten (10) days prior to the effective date of such change.

12. Governing Law; Waiver of Jury Trial. This Assignment, and the interpretation and enforcement thereof, shall be governed by the laws of the State of Nebraska. **EACH PARTY HEREBY (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUES TRIABLE OF RIGHT BY A JURY, AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN, KNOWINGLY AND VOLUNTARILY, BY EACH PARTY, AND THIS WAIVER IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. EACH PARTY IS HEREBY AUTHORIZED AND REQUESTED TO SUBMIT THIS ASSIGNMENT TO ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND THE PARTIES TO THIS ASSIGNMENT, SO AS TO SERVE AS CONCLUSIVE EVIDENCE OF THE FOREGOING WAIVER OF THE**

RIGHT TO JURY TRIAL. FURTHER, EACH PARTY HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF ANOTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

13. Headings. The headings or captions of the sections set forth herein are for convenience only, are not a part of this Assignment and are not to be considered in interpreting this Assignment.
14. Counterparts. If more than one signatory, this Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signatures of any party to a counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. Signatures to this Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Borrowers have caused this Assignment to be duly executed as of the day and year first above written.

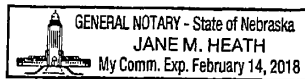
BORROWER:

LUND 144 CENTER, LLC, a Nebraska limited liability company

By: [Signature]
John F. Lund, Manager of Lund 144 Center, LLC

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 22nd day of June, 2016, by John F. Lund, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument. He is a Manager of Lund 144 Center, LLC, for and on behalf of said Lund 144 Center, LLC, and he acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.



[Signature]
Notary Public

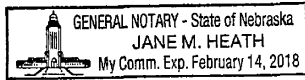
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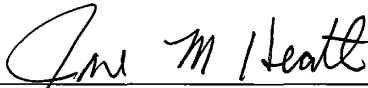
OVERLAND WOLF BUILDING PARTNERSHIP, a
Nebraska partnership

By: 
John F. Lund, Managing Partner of Overland Wolf
Building Partnership

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29th day of June, 2016, by John F. Lund, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which he acted, executed the instrument. He is a Managing Partner of Overland Wolf Building Partnership, for and on behalf of said Overland Wolf Building Partnership, and he acknowledged, signed and delivered the instrument as his free and voluntary act, for the uses and purposes therein set forth.




Notary Public

This instrument was drafted by:

H. Daniel Smith
Smith Slusky Law
8712 West Dodge Road
Suite 400
Omaha, NE 68114

EXHIBIT A

LEGAL DESCRIPTION

Mortgaged Premises

Lot 2, CRESCENT OAKS PLAZA REPLAT, an addition to the City of Omaha, Douglas County, Nebraska.

Together with non-exclusive easement rights created by Corporation Quitclaim Deed filed May 16, 1984 in Book 1730, Page 43, Deed Records of Douglas County, Nebraska.

Together with non-exclusive easement rights created by Cross-Easement Agreement by and between Shopko Stores, Inc., a Minnesota Corporation, and K.V. Company, a Nebraska Partnership, filed June 13, 1986, in Book 777, Page 469, Miscellaneous Records, and First Amendment to Cross-Easement Agreement filed September 24, 1997 in Book 1223, Page 298, Miscellaneous Records, Douglas County, Nebraska.