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Indexed _____	General \$79.00
Total Fees Pd \$88.00	

Submitted Electronically by:  
Chicago Title Company, LLC - Commercial

02572 ✓

THE STATE OF NEBRASKA } ss  
MADISON COUNTY

This instrument filed for record  
the 01 day of July 2019  
at 12:45 PM and recorded in  
Book 2019 Page 02572

Diane S. Rybak  
Register of Deeds

2105 LAZELLE STREET LLC, as Borrower

(Borrower) *bruntee*

address: C/O Raider Hill Advisors, LLC 780 Third Ave. 18th Fl, NY, NY 10017  
to

COLUMN FINANCIAL, INC., as Lender

(Lender) *bruntee*

address: 11 Madison Ave., NY, NY, 10010

### ASSIGNMENT OF LEASES AND RENTS

Dated: As of March 27, 2019

Location: Norfolk, Nebraska

County: Madison

Legal: See Attached "Exhibit A"

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Cadwalader, Wickersham & Taft LLP  
227 West Trade Street

Charlotte, North Carolina 28202

Attention: Holly Chamberlain, Esq.

*Chicago Title NE 1105916.48*

## ASSIGNMENT OF LEASES AND RENTS

**THIS ASSIGNMENT OF LEASES AND RENTS** (this "Assignment") made as of the 27th day of March, 2019, by **2105 LAZELLE STREET LLC**, a Delaware limited liability company, as assignor, having its principal place of business at c/o Raider Hill Advisors, LLC, 780 Third Avenue, 18th Floor, New York, New York 10017 (together with its permitted successors and assigns, "**Borrower**") to **COLUMN FINANCIAL, INC.**, a Delaware corporation, having an address at 11 Madison Avenue, New York, New York 10010, as agent for the benefit of Lender (hereinafter defined), as assignee (together with its successors and assigns, "**Agent**").

### WITNESSETH:

**WHEREAS**, this Assignment is given in connection with a loan in the principal sum of One Hundred Million Eight Hundred Thousand and No/100 Dollars (\$100,800,000.00) (the "**Loan**") made by Colum Financial, Inc., a Delaware corporation (together with its successors and assigns, "**Lender**") to Borrower and each of the entities listed on Schedule I attached hereto (together with their respective permitted successors and assigns, collectively, "**Other Borrowers**") pursuant to that certain Loan Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**") and evidenced by that certain Promissory Note, dated the date hereof, given by Borrower and the Other Borrowers to Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Note**");

**WHEREAS**, Property Owner (as defined in the Loan Agreement) has demised a leasehold interest in the Property (as defined below) to Borrower and assigned to Borrower all of Property Owner's right title and interest into the Master Leases (as defined in the Loan Agreement) pursuant to that certain Assignment of Leases and Over-Lease Agreement, dated as of even date herewith, by and among Property Owner, as landlord, and Borrower, as tenant (the "**Overlease**");

**WHEREAS**, Borrower desires to secure the payment of the Debt and the performance of all of its obligations and the obligations of the Other Borrowers under the Note, the Loan Agreement and the other Loan Documents; and

**WHEREAS**, this Assignment is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower and the Other Borrowers of their obligations thereunder and under the other Loan Documents is secured hereby, and each and every term and provision of the Loan Agreement and the Note, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

**NOW THEREFORE**, in consideration of the making of the Loan by Lender, and administration of the Loan by Agent, and the covenants, agreements, representations and warranties set forth in this Assignment:

## ARTICLE 1 - ASSIGNMENT

**Section 1.1 Property Assigned.** Borrower hereby absolutely and unconditionally assigns and grants to Agent, for the benefit of Lender, the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All leases (including, without limitation, the Pamida Master Lease, the 2014 Master Lease, and the 2018 Master Lease, each as defined in the Loan Agreement), subleases, subsubleases, licenses, franchises, concessions or grants of other possessory interests, tenancies, and any other agreements (in each case whether oral or written) affecting the use, possession or occupancy of any space in that certain lot or piece of land demised to Borrower (along with certain other premises) pursuant to the Overlease, which land is more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "**Property**") or any part thereof (including, without limitation, guest rooms, restaurants, bars, conference and meeting rooms, and banquet halls and other public facilities), whether now or hereafter existing or entered into (including, without limitation, any use or occupancy arrangements created pursuant to Section 365(d) of the Bankruptcy Code (defined below) or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Property) and every modification, amendment or other agreement relating to the foregoing and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All other leases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") together with any extension, renewal or replacement of the same, this Assignment of other present and future leases and present and future agreements being effective without further or supplemental assignment. The "leases" described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b) are collectively referred to as the "**Leases**".

(c) Rents. All rents, issues, profits, royalties (including all oil and gas or other hydrocarbon substances), earnings, receipts, revenues, accounts, account receivable, security deposits and other deposits (subject to the prior right of the tenants making such deposits) and income, including, without limitation, fixed, additional and percentage rents, and all operating expense reimbursements, reimbursements for increases in taxes, sums paid by tenants to Borrower to reimburse Borrower for amounts originally paid or to be paid by Borrower or Borrower's agents or affiliates for which such tenants were liable, as, or example, tenant improvements costs in excess of any work letter, lease takeover costs, moving expenses and tax and operating expense pass-throughs for which a tenant is solely liable, parking, maintenance, common area, tax, insurance, utility and service charges and contributions,

proceeds of sale of electricity, gas, heating, air-conditioning and other utilities and services, deficiency rents and liquidated damages, and other benefits now or hereafter derived from any portion of the Property or otherwise due and payable or to become due and payable as a result of any ownership, use, possession, occupancy or operation thereof and/or services rendered, goods provided and business conducted in connection therewith (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or other occupants of any portion of the Property and all claims as a creditor in connection with any of the foregoing) and all cash or security deposits, advance rentals, and all deposits or payments of a similar nature relating thereto, now or hereafter, including during any period of redemption, derived from the Property or any portion thereof and all proceeds from the cancellation, surrender, sale or other disposition of the Leases. (collectively, the "**Rents**").

(d) Bankruptcy Claims. All of Borrower's claims and rights (the "**Bankruptcy Claims**") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) Lease Guaranties. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a "**Lease Guaranty**", collectively, the "**Lease Guaranties**") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "**Lease Guarantor**", collectively, the "**Lease Guarantors**") to Borrower.

(f) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive and collect all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) Entry. The right, at Agent's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(i) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Agent for the proper management and preservation of the Property.

(j) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.



## ARTICLE 2 - TERMS OF ASSIGNMENT

**Section 2.1 Present Assignment And License Back.** It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1 and the Cash Management Agreement, Agent grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Lease Guaranties and Borrower shall hold such Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Agent, for the benefit of Lender, for use in the payment of such sums.

**Section 2.2 Notice To Lessees.** Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Agent or to such other party as Agent directs all Rents and all sums due under any Lease Guaranties upon receipt from Agent of written notice to the effect that Agent is then the holder of this Assignment and that an Event of Default (as defined in the Loan Agreement) exists, and to continue so to do until otherwise notified by Agent.

**Section 2.3 Incorporation By Reference.** All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

## ARTICLE 3- REMEDIES

**Section 3.1 Remedies of Agent.** Upon or at any time after the occurrence of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Agent shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Agent enters upon or takes control of the Property. In addition, Agent may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Agent may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as Agent may deem proper and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Agent in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Agent may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being

limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Agent may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of an Event of Default, Agent, at its option, may (i) complete any construction on the Property in such manner and form as Agent deems advisable, (ii) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify any Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (iii) require Borrower to pay monthly in advance to Agent, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (iv) require Borrower to vacate and surrender possession of the Property to Agent or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

**Section 3.2 Other Remedies.** Nothing contained in this Assignment and no act done or omitted by Agent pursuant to the power and rights granted to Agent hereunder shall be deemed to be a waiver by Agent of its rights and remedies under the Loan Agreement, the Note, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Agent under the terms thereof. The right of Agent to collect the Debt and to enforce any other security therefor held by it may be exercised by Agent either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Agent to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Agent in any separate action or proceeding).

**Section 3.3 Other Security.** Agent may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

**Section 3.4 Non-Waiver.** The exercise by Agent of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Loan Agreement, the Leases, this Assignment or the other Loan Documents. The failure of Agent to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Agent to comply with any request of Borrower or any other party to take any action to enforce any of the

provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Agent extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, or the other Loan Documents. Agent may resort for the payment of the Debt to any other security held by Agent in such order and manner as Agent, in its discretion, may elect. Agent may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Agent thereafter to enforce its rights under this Assignment. The rights of Agent under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Agent shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

**Section 3.5 Bankruptcy.** (a) Upon or at any time after the occurrence of an Event of Default, Agent shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Agent not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Agent shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Agent demands that Borrower assume and assign the Lease to Agent pursuant to Section 365 of the Bankruptcy Code and (ii) Agent covenants to cure or provide adequate assurance of future performance under the Lease. If Agent serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Agent of the covenant provided for in clause (ii) of the preceding sentence.

#### **ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES**

**Section 4.1 No Liability of Agent.** This Assignment shall not be construed to bind Agent to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Agent. Agent shall not be liable for any loss sustained by Borrower resulting from Agent's failure to let the Property after an Event of Default or from any other act or omission of Agent in managing the Property after an Event of Default. Agent shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees to, indemnify Agent for, and to hold Agent harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Agent by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties.



Should Agent incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and the other Loan Documents and Borrower shall reimburse Agent therefor immediately upon demand and upon the failure of Borrower so to do Agent may, at its option, declare all sums secured by this Assignment and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Agent, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Agent responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

**Section 4.2 No Mortgagee in Possession.** Nothing herein contained shall be construed as constituting Agent a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Agent. In the exercise of the powers herein granted Agent, no liability shall be asserted or enforced against Agent, all such liability being expressly waived and released by Borrower.

**Section 4.3 Further Assurances.** Borrower will, at the cost of Borrower, and without expense to Agent, do, execute, acknowledge and deliver all further acts, conveyances, assignments, notices of assignments, transfers and assurances as Agent shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Agent the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Agent, for the benefit of Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Agent to execute in the name of Borrower to the extent Agent may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

## ARTICLE 5 - MISCELLANEOUS PROVISIONS

**Section 5.1 Conflict of Terms.** In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

**Section 5.2 No Oral Change.** This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower, Agent or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

**Section 5.3 General Definitions.** All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this



Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note or "Agent, for the benefit of Lender," as applicable, the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Loan Agreement, the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorney's, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Agent or Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

**Section 5.4 Inapplicable Provisions.** If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

**Section 5.5 Governing Law.** This Assignment shall be governed in accordance with the terms and provisions of Section 10.3 of the Loan Agreement.

**Section 5.6 Termination of Assignment.** Upon the indefeasible payment in full of the Debt, this Assignment shall become and be void and of no effect.

**Section 5.7 Notices.** All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.

**Section 5.8 WAIVER OF TRIAL BY JURY.** BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF AGENT, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

**Section 5.9 Exculpation.** The provisions of Section 9.4 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

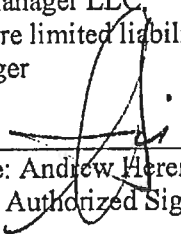
**Section 5.10 Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Borrower, Agent and Lender and their respective successors and assigns forever.

**Section 5.11 Headings, Etc.** The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

IN WITNESS WHEREOF, this Assignment has been executed by Borrower as of the day and year first above written.

2105 LAZELLE STREET LLC,  
a Delaware limited liability company

By: Sakata Manager LLC,  
a Delaware limited liability company,  
its Manager

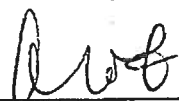
By:   
Name: Andrew Herenstein  
Title: Authorized Signatory

### ACKNOWLEDGMENT

STATE OF NEW YORK                    )  
  ) ss.  
COUNTY OF NEW YORK                )

On the 31 day of June in the year 2019 before me, the undersigned, a Notary Public in and for said State, personally appeared Andrew Herenstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Witness my hand and official seal.

  
\_\_\_\_\_  
Notary Public

ANNA MARIA COTE  
Notary Public, State of New York  
No. 01C05043410  
Qualified in Putnam County  
Commission Expires May 8, 2023

**Schedule I****Other Borrowers**

1. 500 N. Highway 281 LLC
2. 101 South Polk Street LLC
3. 2610 North Bridge Ave LLC
4. 1000 W. Northland Ave LLC
5. 1625 Blaschko Ave LLC
6. 1215 East Main Street LLC
7. 1209 18th Avenue NW LLC
8. 2761 Prairie Avenue LLC
9. 300 Cross Street LLC
10. 812 Harvest Hills Drive LLC
11. 11250 North Mission Rd LLC
12. 1003 Central Ave West LLC
13. 291 S. Main St LLC
14. 1450 West Main Avenue LLC
15. 1350 North Galena Ave LLC
16. 56419 Pokagon Street LLC
17. 801 W Central Entrance LLC
18. 1201 12th Avenue SE LLC
19. 226 E. Lincoln Avenue LLC
20. 616 West Johnson Street LLC
21. 1425 Janesville Avenue LLC
22. 555 West South Street LLC
23. 212 N Main St LLC
24. 804 Highway 2 West LLC
25. 710 Country Road 21 S LLC
26. 1771 Wisconsin Avenue LLC
27. 3101 Montana Avenue LLC
28. 900 West Memorial Dr LLC
29. 125 Main Street LLC
30. 1964 West Morton Ave LLC
31. 2500 US Highway 14 LLC
32. 5300 52nd Street LLC
33. 800 E. Maes Street LLC
34. 500 S Carpenter Ave LLC
35. 2677 S. Prairie View Rd LLC
36. 1625 US Highway 61 LLC
37. 1255 West Main Street LLC
38. 1850 Madison Avenue LLC
39. 1150 W Washington St LLC
40. 1200 Susan Drive LLC
41. 1306 N. Central Avenue LLC
42. Highway 136 East LLC

43. 825 Valley Street LLC
44. 2510 South Reserve St LLC
45. 1900 North Main Street LLC
46. 1190 North 6th Street LLC
47. 405 West 8th Street LLC
48. 200 West Burnside Road LLC
49. 201 N Fillmore St LLC
50. 1520 West 9th St LLC
51. 91 West Pine Lake Dr LLC
52. 1300 Koeller Street LLC
53. 1305 141st Street LLC
54. 1005 US Highway 14A LLC
55. 4801 Washington Ave LLC
56. 1777 Paulson Road LLC
57. 2820 Highway 63 South LLC
58. 840 N. US Highway 41 LLC
59. 1105 E. Grand Avenue LLC
60. 518 S. Taylor Drive LLC
61. 4161 Second St South LLC
62. 700 Progress Boulevard LLC
63. 1649 Pole Line Rd East LLC
64. 701 South Church Street LLC
65. 700 9th Avenue SE LLC
66. 819 11th Avenue SW LLC
67. 1100 E. Riverview Expressway LLC
68. 378 Lewisville Road LLC
69. 1400 Big Thunder Blvd OZ LLC
70. 2530 First Avenue North OZ LLC
71. 301 Bay Park Square OZ LLC
72. 700 Pilgrim Way OZ LLC
73. 2278 North Comfort Dr OZ LLC
74. 815 East Lakeshore Dr OZ LLC
75. 2005 Krenzien Drive OZ LLC
76. 615 South Monroe OZ LLC
77. 501 Highway 10 SE OZ LLC
78. 1200 Main Street OZ LLC
79. 1755 N Humiston Ave OZ LLC
80. Sakata JV Holdings LLC
81. 1400 Big Thunder Blvd JV Holdings LLC
82. 2530 First Avenue North JV Holdings LLC
83. 301 Bay Park Square JV Holdings LLC
84. 700 Pilgrim Way JV Holdings LLC
85. 2278 North Comfort Dr JV Holdings LLC
86. 815 East Lakeshore Dr JV Holdings LLC
87. 615 South Monroe JV Holdings LLC
88. 2005 Krenzien Drive JV Holdings LLC



- 89. 501 Highway 10 SE JV Holdings LLC
- 90. 1200 Main Street JV Holdings LLC
- 91. 1755 N Humiston Ave JV Holdings LLC

**EXHIBIT A****(Legal Description of Property)**

Norfolk, Madison County, Nebraska

The Land referred to herein below is situated in the County of Madison, State of Nebraska, and is described as follows:

**PARCEL 1:**

LOT 1 OF REPLAT 2 OF LOT 1-R, BLOCK 1, OF REPLAT OF SHOPKO ACRES IN THE CITY OF NORFOLK, MADISON COUNTY, NEBRASKA.

**PARCEL 2:**

NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PARKING CREATED BY CROSS-EASEMENT AND USE RESTRICTION AGREEMENT BY AND BETWEEN SHOPKO STORES, INC., A MINNESOTA CORPORATION AND SUPER VALU STORES, INC., A DELAWARE CORPORATION, FILED MAY 8, 1986 IN M86-5 AT PAGES 235-258, AMENDMENT FILED SEPTEMBER 21, 1988 IN M88-9 AT PAGES 704-710A, ASSUMPTION FILED SEPTEMBER 21, 1988 IN M88-9 AT PAGES 719-720, SECOND AMENDMENT FILED AUGUST 25, 1989 IN M89-8 AT PAGES 682-687, THIRD AMENDMENT FILED MARCH 17, 2004 IN M2004-3 AT PAGES 1226-1237 INCLUSIVE, FOURTH AMENDMENT FILED AUGUST 8, 2017 IN BOOK 2017, PAGE 03487, MADISON COUNTY REGISTER OF DEEDS OFFICE.