

11981

ASSIGNMENT OF LEASE R. E. W. Dept. No. \_\_\_\_\_

THIS ASSIGNMENT OF LEASE entered into this 1st day of September, 1956, by and between HASKINS BROTHERS AND COMPANY, an Iowa corporation, ("Haskins" herein) and MANHATTAN SOAP COMPANY, INC., a New York corporation, ("Manhattan" herein),

W I T N E S S E T H:

WHEREAS, Manhattan is the owner of all the outstanding capital stock of Haskins and as such stockholder has voted in favor of the dissolution of Haskins at a special meeting of stockholders of Haskins held on August 30, 1956, and

WHEREAS, Manhattan is now entitled as said sole stockholder to have all of the assets of Haskins transferred and distributed to it in liquidation of Haskins and in the redemption of all of the outstanding stock of Haskins, and Haskins desires to transfer and distribute all of said assets to Manhattan, and

WHEREAS, Haskins is the Lessee of certain premises located in the City of Omaha, State of Nebraska (being a portion of Block 448 and the South one-half of vacated Hickory Street) under that certain Indenture of Lease, dated December 1, 1943, (said "Lease" herein) between Haskins and Chicago, Burlington & Quincy Railroad Company, as Lessor, (the "Railroad Company" herein), and Haskins now desires to assign, transfer and convey to Manhattan said Lease and the rights of Haskins thereunder as a part of the liquidation and distribution of the assets of Haskins, as aforesaid,

NOW, THEREFORE, in consideration of the foregoing

and the mutual agreements hereinafter set forth, the parties hereto do hereby mutually agree as follows:

1. Haskins does hereby sell, assign, transfer and convey said Lease to Manhattan, and to its successors and assigns forever, together with all of the right, title and interest of Haskins in and to said Lease.

2. This Assignment of Haskins' rights under said Lease shall include, without being limited to, prepayments of rent, deposits by way of security, additional consideration paid for the execution of said Lease which may be returnable to Lessee under said Lease, and all other benefits provided therein, and this Assignment shall be subject to each and all of the obligations and duties of Haskins thereunder as Lessee.

3. Manhattan does hereby expressly assume and undertake to comply with all of the terms and conditions of said Lease, and does hereby expressly assume and agree to perform all of the liabilities, duties and obligations of Haskins under said Lease, including, without being limited to, the obligation to make all payments of rent due under said Lease in accordance with the terms and conditions thereof, and Manhattan further hereby agrees and undertakes to hold Haskins and each of its officers, directors and/or shareholders free and harmless from any and all liability arising out of said Lease and/or the fulfillment of any of the duties, obligations and liabilities of Haskins thereunder as Lessee.

4. It is understood and agreed by and between Haskins and Manhattan that, as a condition precedent to the effectiveness of the assignment of Haskins' rights under said Lease, the consent of the Railroad Company shall have been first obtained if the same shall be required by virtue of the provisions of said Lease or for any other reason. Anything

herein to the contrary notwithstanding, this instrument shall not constitute a completed assignment of or an agreement or attempt to assign said Lease if an assignment or an attempted assignment thereof, without the consent of the Railroad Company, would constitute a breach of said Lease or in any way affect the rights of Haskins thereunder, and that such Assignment shall be deemed completed only when all such consents have been obtained. If any such required consent has not been obtained on or prior to the date hereof, Haskins agrees to cooperate with Manhattan in any reasonable arrangement which is designed to provide Manhattan with the benefits of said Lease and which will not in itself constitute a breach of said Lease. Haskins further agrees to cooperate with Manhattan in the enforcement, at the cost and for the benefit of Manhattan, of any and all rights of Haskins against the said Railroad Company arising out of the breach or cancellation of said Lease by the Railroad Company, or otherwise.

IN WITNESS WHEREOF, the parties hereto have hereunto set their corporate hands and affixed their corporate seals by their duly authorized officers, this 1st day of September, 1956.

HASKINS BROTHERS AND COMPANY

By [Signature]  
President



[Signature]  
Assistant Secretary

(SEAL)

MANHATTAN SOAP COMPANY, INC.

By [Signature]  
Executive Vice President



[Signature]  
Secretary

(SEAL)

CONSENT TO ASSIGNMENT

In consideration of the assumption by Manhattan Soap Company, Inc. of all of Haskins Brothers and Company's existing obligations under the aforesaid Lease, the undersigned, Chicago, Burlington & Quincy Railroad Company, does hereby expressly consent to the transactions hereinabove described and to Haskins Brothers and Company's assignment of its entire right, title and interest in, to and under said Lease to Manhattan Soap Company, Inc., and does hereby expressly agree that, upon and as a result of such assignment, Manhattan Soap Company, Inc. shall acquire all rights of Haskins Brothers and Company under said Lease and be substituted for Haskins Brothers and Company therein as Lessee with the same force and effect as if said Lease were originally entered into between the undersigned and Manhattan Soap Company, Inc. The undersigned hereby further acknowledges that said Lease is in good standing, and that Haskins Brothers and Company is not in default thereunder in any manner.

IN WITNESS WHEREOF, Chicago, Burlington & Quincy Railroad Company has hereunto set its corporate hand and affixed its corporate seal by its duly authorized officers this 11<sup>th</sup> day of June, 1957.

CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY

By \_\_\_\_\_

*[Signature]*  
General Land Agent

H. O. Stone  
Witness

Approved as to form

*[Signature]*  
Attorney

STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

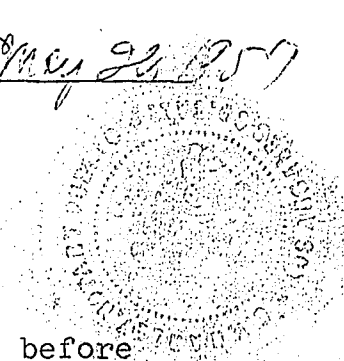
On the 1st day of September, 1956, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Adrien C. Pelletier and Robert Chisholm, known to me to be the President and Assistant Secretary, respectively, of HASKINS BROTHERS AND COMPANY, an Iowa corporation, one of the corporations that executed the within instrument, and known to me to be the persons who executed the said instrument on behalf of said corporation and acknowledged to me that said corporation executed the said instrument pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

E. T. Harley  
Notary Public in and for said  
County and State

My Commission Expires: May 28 1957

(Seal)



STATE OF CALIFORNIA }  
COUNTY OF LOS ANGELES } ss.

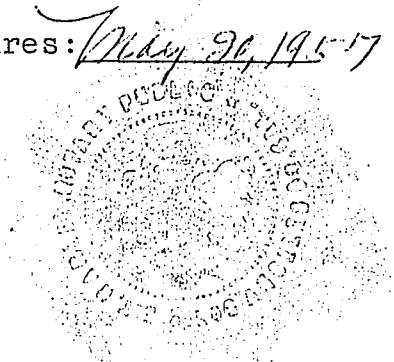
On the 1st day of September, 1956, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Alan C. Stoneman and George A. Evans, known to me to be the Executive Vice President and Secretary, respectively, of MANHATTAN SOAP COMPANY, INC., a New York corporation, one of the corporations that executed the within instrument, and known to me to be the persons who executed the said instrument on behalf of said corporation, and acknowledged to me that said corporation executed the said instrument pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

E. T. Harley  
Notary Public in and for said  
County and State

My Commission Expires: May 26 1957

(Seal)



1-2-3-4-5-6 BK 448  
Grand View

ILLINOIS  
STATE OF ~~NEBRASKA~~  
COUNTY OF ~~DOUGLAS~~  
COOK

} ss.

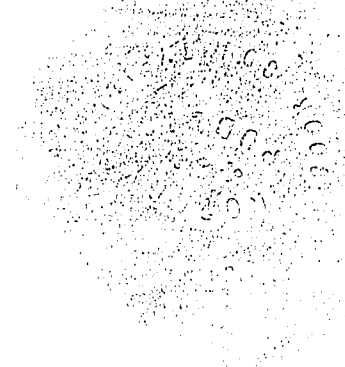
On the 11th day of June, 1957,  
before me, the undersigned, a Notary Public in and for said  
County and State, personally appeared J. W. Killey  
~~and \_\_\_\_\_~~, known to me to be the General Land Agent  
~~and \_\_\_\_\_~~, respectively, of CHICAGO, BURLINGTON  
& QUINCY RAILROAD COMPANY, the corporation that executed the  
within Consent to Assignment, and known to me to be the persons  
who executed the said instrument on behalf of said corporation,  
and acknowledged to me that said corporation executed the said  
instrument pursuant to its by-laws or a resolution of its Board  
of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official seal the day and year in this certificate  
first above written.

Rudolph Harner  
Notary Public in and for said  
County and State

My Commission Expires: February 28, 1958

(Seal)



16.

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA,  
25 DAY July 1957 AT 11:34 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS.

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