

WHEN RECORDED, PLEASE  
RETURN TO:

Holland & Knight LLP  
200 Crescent Court, Suite 1600  
Dallas, TX 75201  
Attention: Jennifer Duplissey, Esq.

**ASSIGNMENT OF  
LESSEE'S INTEREST IN GROUND LEASE**

THIS ASSIGNMENT ("Assignment") is made as of this 5<sup>th</sup> day of November, 2020, by SN PROPERTIES FUNDING IV – CENTRAL PARK, LLC, an Alaska limited liability company ("Assignor"), to 222 S. 15TH STREET, LLC, a Nebraska limited liability company ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor is the owner of the leasehold estate created by that certain Lease dated December 3, 1985, between the City of Omaha, Nebraska, a municipal corporation, as Lessor, and Murdock Omaha Limited Partnership, a California limited partnership, as lessee, and consented to by Central Park Plaza, Inc., a Nebraska corporation, recorded in Book 759 at Page 550, as assigned to the State of California Public Employees' Retirement System by that certain Assignment of Lease dated as of December 6, 1985, and recorded in Book 759 at Page 634, as assigned to Crescent Real Estate Equities Limited Partnership by that certain Assignment of Lease dated as of June 12, 1996, and recorded in Book 1179 at Page 362, as assigned to Central Park Omaha, L.L.C. by that certain Assignment of Lease dated as of February 14, 2000, and recorded in Book 1327 at Page 497, all of the Miscellaneous Records of Douglas County, Nebraska (collectively, "Ground Lease");

WHEREAS, the Ground Lease covers the ("Property") described on the Exhibit A attached and made a part of this Assignment for all purposes; and WHEREAS, Assignor desires to assign Assignor's interest in the leasehold estate created by the Ground Lease to Assignee.

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NOW THEREFORE, for TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration this date in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged and confessed, and in consideration of the covenants herein contained on the part of each of the parties hereto, to be kept and observed, the undersigned parties hereto agree as follows:

1. Assignor hereby ASSIGNS and TRANSFERS unto Assignee any and all of Assignor's interest and DELEGATES unto Assignee all of Assignor's duties and obligations in and to and created by the Ground Lease. TO HAVE AND TO HOLD Assignor's interest in the Ground Lease, together with all of Assignor's right, title and interest in and to the rights and appurtenances, including improvements, structures, and fixtures located thereon or thereunto in anywise belonging, unto the Assignee and Assignee's successors and assigns forever. Assignor hereby binds Assignor and Assignor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular such interest in the Ground Lease, subject to the Permitted Encumbrances hereinafter described, unto Assignee and Assignee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Assignor, but not otherwise.

2. Assignor hereby agrees to indemnify, defend and hold harmless Assignee, its successors and assigns, from and against any losses, costs, damages, expenses, claims and/or causes of action arising from or in connection with any liabilities or obligations of the lessee under the Ground Lease arising by virtue of Assignor's default thereunder on or before the date of this Assignment, and Assignor shall be solely liable for such liabilities and obligations.

3. Assignee hereby agrees to assume each and every covenant and obligation in the Ground Lease to be performed by lessee after the date of this Assignment, and Assignee further warrants unto Assignor that Assignee will hold harmless, indemnify and defend Assignor and Assignor's successors and assigns, as to any and all losses, costs, damages, expenses, claims and/or causes of action arising out of or in connection with Assignee's performance or nonperformance of the lessee's obligations pursuant to the Ground Lease after the date hereof, it being the intention of the parties to this Assignment that the Assignee shall succeed to each and every right, duty and obligation of the Assignor under the Ground Lease accruing after the date of this Assignment.

4. This Assignment is executed by Assignor and accepted by Assignee subject to those matters of title set forth on Addendum I, attached hereto and incorporated herein by reference, but only to the extent the same do, in fact, exist and are applicable and enforceable against the Property ("Permitted Encumbrances").

5. This Assignment shall be deemed to be an agreement made under the laws of the State of Nebraska and for all purposes shall be governed by and construed in accordance with such laws.

6. The parties shall promptly execute and deliver any additional instruments or other documents which are reasonably necessary to evidence or better effect the assignment contained hereby.

7. This Assignment may be executed in any number of counterparts and by each party on a separate counterpart or counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

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8. This Assignment shall run with the land and be binding upon and inure to the benefit of each of the parties and its successors and assigns.

9. This Assignment may be executed in multiple counterparts.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date and year first above written.

ASSIGNOR:

SN PROPERTIES FUNDING IV - CENTRAL PARK, LLC, an Alaska limited liability company

By: [Signature]

Name: David A. Palamé  
Title: Vice President

STATE OF NEW YORK §  
  §  
COUNTY OF NEW YORK §

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of October 2020, by David A. Palamé, Vice President of SN PROPERTIES FUNDING IV – CENTRAL PARK, LLC, an Alaska limited liability company, on behalf of said limited liability company.

CAROL A. MAYERS  
Notary Public, State of New York  
No. 01MA5084316  
Qualified in Bronx County  
Commission Expires on Sept. 2, 2021

[Signature]  
Notary Public in and for the State of New York  
My Commission Expires: September 2, 2021

[Signature Pages Continue on Following Page]

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ASSIGNEE:

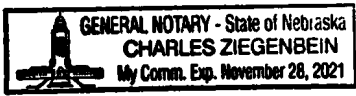
222 S. 15TH STREET, LLC, a Nebraska limited liability company

By: *Christopher L. Erickson*  
Name: CHRISTOPHER L. ERICKSON  
Title: MANAGER

STATE OF Nebraska §  
COUNTY OF Douglas §

This instrument was acknowledged before me on the 5<sup>th</sup> day of November, 2020, by Christopher L. ~~2020~~ Erickson, Manager of 222 S. 15TH STREET, LLC, a Nebraska limited liability company, on behalf of said company.

*Charles Ziegenbein*  
Notary Public - State of Nebraska  
My commission expires: 11/28/2021



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**EXHIBIT A**

**LEGAL DESCRIPTION**

THE EAST 154.45 FEET OF BLOCK 118, ORIGINAL CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, TOGETHER WITH THE VACATED WEST 2.5 FEET OF 15<sup>TH</sup> STREET FROM DOUGLAS STREET TO FARNAM STREET; THE VACATED NORTH 2 FEET OF FARNAM STREET FROM 2.5 FEET EAST OF THE FORMER WEST RIGHT-OF-WAY LINE OF 15<sup>TH</sup> STREET TO 154.45 FEET WEST OF THE FORMER WEST RIGHT-OF-WAY LINE OF 15<sup>TH</sup> STREET, AND VACATED SOUTH 1.5 FEET OF DOUGLAS STREET FROM 2.5 FEET EAST OF THE FORMER WEST RIGHT OF WAY LINE OF 15<sup>TH</sup> STREET TO 154.45 FEET WEST OF THE FORMER WEST RIGHT-OF-WAY LINE OF 15<sup>TH</sup> STREET ABUTTED BY LOTS 1, 2, PART OF 3, PART OF 6, LOT 7 AND LOT 8, BLOCK 118, ORIGINAL CITY OF OMAHA.

EXCEPTING from the south 1.44 feet thereof the portion between Elevation 52.00 feet and Elevation 65.00 feet, City of Omaha datum; and

EXCEPTING therefrom all portions thereof above approximately Elevation 80.00 feet, City of Omaha datum, not required for access doors and ventilation grates serving said property and for necessary ingress and egress from electrical and mechanical equipment or fuel storage tanks within said property; but

RESERVING therefrom unto the City of Omaha, Nebraska a permanent easement to the extent required below said Elevation 80.00 feet for sidewalk, purposes as such sidewalks now exist and for future sidewalks provided same do not in any manner block the above described access doors and ventilation grates-serving the said property; and

FURTHER RESERVING therefrom unto the City of Omaha, Nebraska, or to such public utility companies as it may designate, a permanent easement for installation, maintenance and operation of and ingress to and egress from any transformers or other equipment which serve improvements now or hereafter constructed on the east 154.45 feet of Block 118, Original City of Omaha, Douglas County, Nebraska, and the east 154.45 feet of the vacated alley in said Block 118.

**PARCEL NO: 0311210000**

**KEY NUMBER: 1121-0000-03**

**PROPERTY ADDRESS: 222 SOUTH 15TH STREET**

**LEGAL DESCRIPTION: CITY LOTS - LOT 8 BLOCK 118**

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**ADDENDUM I**

**PERMITTED ENCUMBRANCES**

1. Taxes for the year 2020 not yet due and payable.
2. Right-of-Way Grant and Permit Agreement made by and between Thomas Kilpatrick & Company and Northern Natural Gas Company, operating as Energy Systems Division recorded October 20, 1972 in Book 515, Page 251, Office of the Register of Deeds, Douglas County, Nebraska.
3. Permanent Easement made by Murdock Omaha to the City of Omaha, Nebraska dated August 26, 1980 and recorded October 15, 1980 in Book 640, Page 466, Office of the Register of Deeds, Douglas County, Nebraska.
4. Rights reserved to the City of Omaha as set forth in Ordinance No. 29124 recorded May 8, 1980 in Book 632, Page 643, Office of the Register of Deeds, Douglas County, Nebraska.
5. Terms and conditions of Easement made by Parkfair Limited Partnership to Murdock Omaha Limited Partnership recorded July 17, 1984 in Book 714, Page 290, Office of the Register of Deeds, Douglas County, Nebraska, as affected by:
  - a. Assignment of Easement made by Murdock Omaha Limited Partnership to California Public Employees' Retirement System, an agency of the State of California dated December 6, 1985 and recorded July 17, 1984 in Book 759, Page 620, Office of the Register of Deeds, Douglas County, Nebraska.
6. Easement made by Murdock Omaha Limited Partnership to InterNorth, Inc., operating as Energy Systems Company dated July 18, 1984 and recorded August 30, 1984 in Book 717, Page 419, Office of the Register of Deeds, Douglas County, Nebraska, as affected by:
  - a. Quit Claim Deed and Assignment made by InterNorth, Inc., to Energy Systems Company dated December 30, 1985 and recorded January 3, 1986 in Book 1771, Page 172, Office of the Register of Deeds, Douglas County, Nebraska.
  - b. Easement granted to Energy Systems Company dated December 30, 1985 and recorded January 3, 1986 in Book 762, Page 2, Office of the Register of Deeds, Douglas County, Nebraska.
  - c. Amendment to Easements made by and between State of California Public Employee's Retirement System and Energy Systems Company dated May 16, 1996 and recorded June 13, 1996 in Book 1179, Page 327, Office of the Register of Deeds, Douglas County, Nebraska.
7. Agreement made by and between Central Park Plaza, Inc., Murdock Omaha Limited Partnership and Parkfair Limited Partnership dated August 7, 1984 and recorded October 12, 1984 in Book 720, Page 606, Office of the Register of Deeds, Douglas County, Nebraska.

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8. Lease made by and between Murdock Omaha Limited Partnership and the City of Omaha dated December 3, 1985 and recorded December 9, 1985 in Book 759, Page 550, Office of the Register of Deeds, Douglas County, Nebraska, as affected by:
  - a. Assignment of Lease made by and between Murdock Omaha Limited Partnership to State of California Public Employees' Retirement System dated December 6, 1985 and recorded December 10, 1985 in Book 759, Page 634, Office of the Register of Deeds, Douglas County, Nebraska.
  - b. Assignment of Lease made by and between State of California Public Employees' Retirement System and Crescent Real Estate Equities Limited Partnership dated as of June 12, 1996 and recorded June 13, 1996 in Book 1179, Page 362, Office of the Register of Deeds, Douglas County, Nebraska.
  - c. Assignment of Lessee's Interest in Ground Lease made by and between Crescent Real Estate Equities Limited Partnership and Central Park Omaha, L.L.C. dated February 14, 2000 and recorded February 16, 2000 in Book 1327, Page 497, Office of the Register of Deeds, Douglas County, Nebraska.
9. Easements reserved for utilities and reservation of rights as set forth in Ordinance No. 30830 recorded December 9, 1985 in Book 759, Page 469, Office of the Register of Deeds, Douglas County, Nebraska.
10. Terms and conditions of Easement Agreement made by and between Murdock Omaha Limited Partnership, The City of Omaha, Nebraska and Central Park Plaza, Inc., formerly Two Towers, Inc. dated as of December 3, 1985 and recorded December 9, 1985 in Book 759, Page 521, Office of the Register of Deeds, Douglas County, Nebraska, as affected by:
  - a. Assignment of Easement Agreement made by and between Murdock Omaha Limited Partnership and State of California Public Employees' Retirement System dated December 6, 1985 and recorded December 10, 1985 in Book 759, Page 638, Office of the Register of Deeds, Douglas County, Nebraska.
  - b. Assignment of Easement Agreement made by State of California Public Employees' Retirement System, an agency of the State of California to Crescent Real Estate Equities Limited Partnership dated as of June 12, 1996 and recorded June 13, 1996 in Book 1179, Page 362, Office of the Register of Deeds, Douglas County, Nebraska.
  - c. Assignment of Easement Agreement made by Crescent Real Estate Equities Limited Partnership to Central Park Omaha, L.L.C. dated February 21, 2000 and recorded March 29, 2000 in Book 1332, Page 384, Office of the Register of Deeds, Douglas County, Nebraska.
  - d. Assignment of Easement Agreement made by Central Park Omaha, L.L.C. to Security National Funding Trust dated January 5, 2004 and recorded January 6, 2004 in Instrument No. 2004001987, Office of the Register of Deeds, Douglas County, Nebraska.

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11. Sewer Easement and Agreement made by and between Murdock Omaha Limited Partnership, Central Park Plaza, Inc., and The City of Omaha, Nebraska dated October 1, 1985 and recorded December 9, 1985 in Book 759, Page 561, Office of the Register of Deeds, Douglas County, Nebraska.
12. Terms and conditions of Skywalk Easement and Operating Agreement made by and between The State of California Public Employees' Retirement System, an agency of the State of California, Crescent Real Estate Equities Limited Partnership and The City of Omaha, Nebraska dated May 21, 1996 contained in Ordinance No. 33904 recorded June 13, 1996 in Book 1179, Page 333, Office of the Register of Deeds, Douglas County, Nebraska, as affected by:
  - a. Assignment of Skywalk Easement and Operating Agreement made by and between State of California Public Employees' retirement System, an agency of the State of California and Crescent Real Estate Equities Limited Partnership dated as of June 12, 1996 and recorded June 13, 1996 in Book 1179, Page 337, Office of the Register of Deeds, Douglas County, Nebraska.
  - b. Corrected Assignment of Skywalk Easement and Operating Agreement made by and between State of California Public Employees' Retirement System, an agency of the State of California and Crescent Real Estate Equities Limited Partnership dated as of June 13, 1996 and recorded July 15, 1996 in Book 1181, Page 716, Office of the Register of Deeds, Douglas County, Nebraska.
13. Terms and conditions of Easement made by Security National Properties Funding, LLC to Security National Properties Funding, LLC dated April 19, 2007 and recorded April 19, 2007 in Instrument No. 2007043411, Office of the Register of Deeds, Douglas County, Nebraska.
14. Lease made by and between Security National Properties Funding, LLC, as Landlord, and Sullivan's Restaurants of Nebraska, Inc., as Tenant, dated January 9, 2006 and amended June 6, 2006, as evidenced by Notice of Lease recorded October 5, 2006 in Instrument No. 2006114916, Office of the Register of Deeds, Douglas County, Nebraska.

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