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This Instrument Prepared by
and When Recorded Mail To:

John S. Katelman
Blackwell Sanders Peper Martin LLP
1620 Dodge Street, Suite 2100
Omaha, NE 68102

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/2/2005 15:20:13.18



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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made this 2ND day of June, 2005 by RIVERFRONT PARTNERS LLC, a Nebraska limited liability company ("Borrower"), to FIRST NATIONAL BANK OF OMAHA, a national banking association, and its successors and assigns ("Lender").

PRELIMINARY STATEMENT

Lender intends to loan \$19,600,000.00 to Borrower, which will be evidenced by that certain Promissory Note dated of even date herewith (the "Promissory Note") executed by Borrower in favor of Lender in the amount of \$19,600,000.00. The payment and performance of Borrower's obligations under the Promissory Note will be secured, in part, by that certain Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing dated the same date as the Promissory Note and recorded simultaneously with this Assignment (the "Deed of Trust") among Borrower, Lender and the trustee named therein, encumbering the real estate legally described on Exhibit "A" attached hereto and incorporated herein by reference (the "Real Estate"), and the other Trust Property (as defined in the Deed of Trust).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Definitions. Capitalized terms used herein shall have the respective meanings given them in the Deed of Trust, unless otherwise defined herein.

2. Assignment; Certain Rights of Borrower. To further secure the Obligations, Borrower hereby assigns, transfers, conveys and sets over to Lender all of Borrower's estate, right, title and interest in, to and under all leases, whether existing on the date hereof or hereafter entered into (including any extensions, modifications or amendments thereto) relating to the Real Estate and Improvements (the "Leases"), together with all rights, powers, privileges, options and other benefits of Borrower as the lessor under the Leases regarding the current tenants, if any, and any future tenants, and also together with all guarantees of the tenants' performance and payment under the Leases, and all the rents, issues, royalties, revenues, profits, and income from the Trust Property (collectively the "Rents"), including those now due, past due or to become due. Borrower irrevocably appoints Lender its true and lawful attorney-in-fact, at

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the option of Lender at any time and from time to time, to take possession and control of the Trust Property, pursuant to Borrower's rights as lessor under the Leases or as otherwise provided by law, and to demand, receive and enforce payment, to give receipts, releases and satisfaction and to sue, in the name of Borrower or Lender, for all Rents. It is intended by Borrower and Lender that this Assignment constitutes an absolute assignment and not merely an assignment for additional security.

Notwithstanding the foregoing, however, so long as no Event of Default has occurred, Borrower shall have a revocable license to possess and control the Trust Property and collect and receive all Rents. Upon the occurrence of an Event of Default, such license shall be automatically revoked by Lender, but shall be regranted when such Event of Default has been cured.

Upon the occurrence of any Event of Default, Lender may, at any time without notice, either in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take possession and control of the Trust Property, or any part thereof, to perform all acts necessary and appropriate to operate and maintain the Trust Property including, but not limited to, execute, cancel or modify the Leases, make repairs to the Trust Property, and execute or terminate contracts providing for the management or maintenance of the Trust Property, all on such terms as are deemed best to protect the security of this Assignment, and in Lender's or Borrower's name, sue for or otherwise collect the Rents as the same become due and payable, including, but not limited to, Rents then due and unpaid.

All Rents collected shall immediately be held by Borrower as trustee for the benefit of Lender only, but prior to the occurrence of an Event of Default may be used and applied by Borrower in any manner not inconsistent with the terms of this Assignment. Borrower agrees that commencing upon the occurrence of an Event of Default, each tenant of the Trust Property shall make its Rent payable to and pay such Rent to Lender on Lender's written demand therefor, without any liability on the part of said tenant to inquire further as to the existence of an Event of Default by Borrower.

All Rents collected subsequent to the occurrence of any Event of Default shall be applied at the discretion of, and in such order as determined by, Lender to the costs, if any, of taking possession and control of and managing the Trust Property and collecting such amounts, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Trust Property, premiums on insurance policies, taxes, assessments and other charges on the Trust Property, the costs of discharging any obligation or liability of Borrower as lessor or landlord of the Trust Property, and to the Obligations. Lender or the receiver shall have access to the books and records used in the operation and maintenance of the Trust Property and shall be liable to account only for those Rents actually received. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Trust Property by reason of anything done or left undone by Lender hereunder except as a result of the gross negligence or willful misconduct of Lender.

If the Rents are not sufficient to meet the costs, if any, of taking possession and control of and managing the Trust Property and collecting the same, any funds expended by Lender for such purposes shall become Obligations secured by the Deed of Trust.

Any entering upon and taking possession and control of the Trust Property by Lender or the receiver and any application of Rents as provided herein shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender.

Borrower hereby represents and agrees that it is and will be the sole owner of the entire landlord's interest in all Leases.

3. Certain Agreements of Borrower. Borrower hereby agrees as follows:

a. If any of the Leases provide for a security deposit to be paid by the tenant thereunder to Borrower, this Assignment shall transfer to the Lender all of Borrower's right, title and interest in and to any such security deposit; provided, however, that Lender shall have no obligation to any such tenant with respect to any security deposit unless and until Lender comes into actual possession and accepts control of the same by notice to such tenant;

b. Borrower has not and shall not collect any Rent more than one (1) month in advance of the date on which it becomes due under the terms of each Lease;

c. Borrower shall not discount any future accruing Rent and Borrower waives any right of setoff against any amount due any tenant under the Leases;

d. Except with the prior written consent of Lender, Borrower shall not permit a subordination of the Deed of Trust to any Lease or the subordination of any Lease to any deed of trust, mortgage, or other encumbrance (other than the Deed of Trust) now or hereafter affecting the Trust Property or any part thereof;

e. Borrower shall faithfully perform and discharge all obligations of the landlord under the Leases, and shall give prompt written notice to Lender of any notice of Borrower's default received from any tenant or any other person and shall furnish Lender with a complete copy of said notice. Borrower shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with the Leases. If requested by Lender, Borrower shall enforce any Lease and all remedies available to Borrower against the tenant in the case of its default under any such Lease;

f. Upon the request of Lender, Borrower shall promptly provide to Lender a true and correct copy of all existing Leases; and

g. Nothing herein shall be construed to constitute Lender as a "mortgagee in possession" in the absence of its taking of actual possession of the Trust Property pursuant to the powers granted herein, or to impose any liability or obligation on Lender under or with respect to the Leases. Borrower shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages (including attorneys' fees) that Lender may incur under the Leases or by reason of this Assignment, and of and from any and all claims and demands whatsoever that may be asserted against Lender by reason of any alleged obligations to be performed or discharged by Lender under the Leases or this Assignment except liabilities, losses and damages caused by the gross negligence or willful misconduct of Lender. Any Rent collected by Lender may be applied by Lender in its discretion to satisfy any such liability, loss, damage, claim, demand, costs, expenses or fees.

4. Event of Default. The following shall constitute an Event of Default hereunder:

a. the occurrence of an Event of Default or default under the Promissory Note or any Loan Document;

b. if at any time any representation or warranty made by Borrower in this Assignment shall be or become materially incorrect and Borrower shall fail to cure the same within ten (10) days after written notice from Lender of such event or after Borrower's discovery thereof, as the case may be; or

c. the breach of any agreement by Borrower under this Assignment and Borrower shall fail to cure the same within ten (10) days after written notice from Lender of such breach.

5. Additional Rights and Remedies of Lender. If an Event of Default occurs, Lender shall have the following rights and remedies, all of which are cumulative, in addition to all other rights and remedies provided under the Loan Documents, or any other agreement between Borrower and Lender, or otherwise available at law or in equity or by statute:

a. Lender shall be deemed to be the creditor of each tenant regarding any assignments for the benefit of creditors or any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting the tenant (without obligation on the part of Lender, however, to timely file claims in any such proceeding or otherwise pursue creditor's rights therein); and

b. Lender shall have the right to assign Borrower's right, title and interest under this Assignment and under any of the Leases to any subsequent holder of the Promissory Note or any participating interest therein or to any person acquiring title to the Trust Property or any part thereof through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to Lender.

6. Additional Security. Lender may take or release other security for the Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights under this Assignment.

7. Absolute Assignment; Release. The assignment made hereby is an absolute and unconditional assignment of rights only, and not a delegation of duties. This Assignment shall cease and terminate as to all Leases upon the earlier of:

a. the satisfaction of all Obligations; or

b. the release of the Trust Property subject to the Leases from the lien of the Deed of Trust covering the Trust Property pursuant to the provisions of the Deed of Trust.

It is expressly understood that no judgment or decree that may be entered on any Obligation shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect as herein provided. The provisions of this Assignment shall also remain in full force and effect during the pendency of any proceedings for the judicial foreclosure or trustee's sale of the Trust Property, or any part thereof, both before and after sale, until the issuance of a deed pursuant to a decree of foreclosure or the exercise of the power of sale, unless all Obligations are fully satisfied pursuant to paragraph (a) of this Section.

8. Effect on Rights Under Other Documents. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the powers and rights granted it hereunder shall prejudice or be deemed to be a waiver by Lender of its rights and remedies under the Loan Documents. The right of Lender to collect the Obligations and to enforce any other security theretofore held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Deed of Trust or in any other document.

9. Further Assurances. Borrower hereby agrees that it shall, whenever and as often as it shall be requested to do so by Lender, execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, any and all such further conveyances, approvals, consents, memoranda of the subject matter hereof, duplicate originals hereof, and any and all other documents and to do any and all other acts as may be necessary or appropriate to carry out the terms of this Assignment. This Assignment or a memorandum hereof may be recorded by Lender at any time.

10. No Waiver. A waiver by Lender of any of its rights hereunder or under the Leases or of a breach of any of the covenants and agreements contained herein to be performed by Borrower shall not be construed as a waiver of such rights in any succeeding instance or of any succeeding breach of the same or other covenants, agreements, restrictions or conditions.

11. Application of Remedies and Proceeds. Notwithstanding the existence of any other security interest in the Trust Property held by Lender or by any other party, Lender shall have the right to determine the order in which any of the Trust Property or any part thereof shall be subjected to the remedies provided for herein. Lender shall have the right to determine the order in which any or all portions of the Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided for herein.

12. Notices. All notices, demands, requests, consents, approvals or communications required under this Assignment shall be in writing and shall be deemed to have been properly given if sent by hand delivery, overnight courier, or certified mail, postage prepaid, addressed to the parties as specified in the Deed of Trust.

13. Governing Laws; Severability. This Assignment shall be governed by and construed under the laws of the state where the Trust Property is located. In case any of the provisions of this Assignment shall at any time be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Assignment, and this Assignment shall be construed and enforced as if all such illegal, invalid or unenforceable provisions had never been inserted herein.

IN WITNESS WHEREOF, Borrower has executed this Assignment on the date set forth in the acknowledgement attached hereto and effective as of the date first above written.

RIVERFRONT PARTNERS LLC, a Nebraska limited liability company, Maker

By:

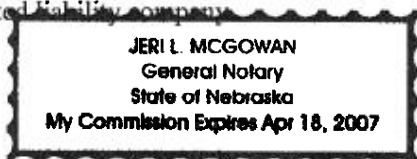
John C. Kinnear III
John C. Kinnear III, Manager

By:

Kim R. McGuire
Kim R. McGuire, Manager

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 1st day of June, 2005, by John C. Kinnear III, Manager of Riverfront Partners LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Jeri L. McGowan
Notary Public
My Commission Expires: 4/18/07

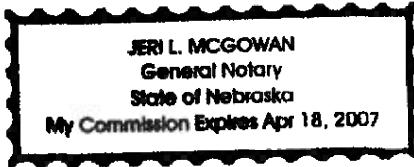
STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 1st day of June, 2005, by Kim R. McGuire, Manager of Riverfront Partners LLC, a Nebraska limited liability company, on behalf of the limited liability company.

Jeri L. McGowan

Notary Public

My Commission Expires: 4/18/07



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EXHIBIT "A"**Legal Description**

Lot 1 and Outlots A and B, Riverfront Place, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

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