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ASSIGNMENT AGREEMENT

Agreement made this 30th day of November, 2000, by and between the Pinnacle Bank of Papillion, a Nebraska banking corporation (hereinafter "Bank"), as Assignor and K.C.L., Inc., a Nebraska corporation (hereinafter "K.C.L.") as Assignee.

RECITALS

A. The Bank, as tenant, is the Assignee of a ground lease by and between Whitehead Oil Company as owner and Vickers Petroleum Corporation, as Lessee, which Lease was dated February 16, 1976.

B. The Bank possesses all right, title and interest in and to the leased premises and desires to sell, assign and transfer the Lease to Assignee, and Assignee desires to accept said sale, assignment and transfer upon the terms and conditions herein set forth.

C. So far as is known, the Bank and Whitehead Oil Company have no claims or defenses one against the other by reason of said lease.

NOW, THEREFORE IN CONSIDERATION of the premises and of the mutual covenants set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed:

1. **Assignment.** The Bank does hereby assign, transfer and convey to K.C.L. all of the Bank's rights, title and interest in and to a Lease by and between the Whitehead Oil Company, as Lessor and Vickers Petroleum Corp., as Lessee, covering the following-described property.

The South 200 feet of the West 200 feet of Lot 1, Mockingbird Hills West, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska,

known as 10780 "Q" Street, Omaha, Nebraska. The foregoing assignment and transfer is made without any recourse whatsoever to the Bank and without any representation and warranties, express or implied of any nature whatsoever.

2. **Acceptance and Indemnification.** Assignee hereby accepts the foregoing assignment and transfer and promises to pay all rent and additional rent and to faithfully perform all covenants, stipulations, agreements, and obligations under the Lease from the date of closing forward. Assignee shall indemnify and save the Bank harmless from any and all claims, demands, actions, causes of action, of every nature whatsoever which relates to the Lease or to the premises demised thereunder.

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3. **Consent of Landlord.** In consideration of the foregoing, the Landlord and original Lessor hereby consents to the Assignment of the Lease by the Bank to K.C.L.

PINNACLE BANK OF PAPIILLION,  
Assignor

K.C.L., INC., Assignee

By: *Steve*  
Title: President

By: *Ricky D. Lee*  
Title: President

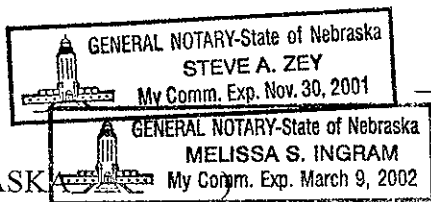
WHITEHEAD OIL COMPANY, Landlord

By: *Mark A. Whitehead*  
Mark A. Whitehead, President

STATE OF NEBRASKA )  
) ss.  
COUNTY OF SARPY )

On this 30<sup>th</sup> day of November, 2000, before me, a Notary Public in and for said county and state, personally came Steve A. Zey, President of Pinnacle Bank of Papillion, a Nebraska banking corporation, to me personally known to be the identical person whose name is affixed to the above Assignment Agreement and has acknowledged the execution to the above Assignment Agreement to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.

WITNESS my hand and Notary Seal the day and year last above written.



*Melissa S. Ingram*  
Notary Public

STATE OF NEBRASKA )  
) ss.  
COUNTY OF Sarpy )

On this 30<sup>th</sup> day of November, 2000, before me, a Notary Public in and for said county and state, personally came Ricky D. Lee, President of K.C.L., Inc., a Nebraska corporation, to me personally known to be the identical person whose name is affixed to the above Assignment Agreement and has acknowledged the execution to the above Assignment Agreement to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation.