



MISC 2013002579



JAN 09 2013 11:17 P 4

Fee amount: 28.00  
FB: 24-12740  
COMP: MB

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
01/09/2013 11:17:22.00



2013002579

#### **ASSIGNMENT OF FIRST AND LAST RIGHT OF REFUSAL AGREEMENT**

This Assignment of First and Last Right of Refusal Agreement (this "**Assignment**") is made as of the 19 day of November, 2012, by Andrew MacCashland ("**Assignor**"), to Value Investors Partnership, LLC, a Nebraska limited liability company ("**Assignee**"), and this Assignment is executed in connection with the following facts:

WHEREAS, Assignor holds certain rights under that certain First and Last Right of Refusal Agreement (the "**ROFR Agreement**") by and between Jean Marie Davidson, Trustee, and Andrew MacCashland ("**MacCashland**"), dated as of December 29, 2006, and recorded with the Douglas County Register of Deeds (the "**Land Records**") on January 3, 2007 as Document No. 2007001047 covering the property which is listed on **Exhibit "A"** attached hereto and incorporated herein by reference.

WHEREAS, Assignor is a member of Assignee.

WHEREAS, Assignor desires to assign to Assignee all Assignor's rights and obligations under the ROFR Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this document, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all its rights and obligations under the ROFR Agreement.
2. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nebraska.

4. Counterparts. This Assignment may be executed in one or more counterparts which, when executed, shall constitute one Assignment.

5. WAIVER OF TRIAL BY JURY; VENUE. ASSIGNOR AND ASSIGNEE WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. ASSIGNOR AND ASSIGNEE AGREE THAT ANY SUCH CLAIM SHALL BE ADJUDICATED WITHOUT A JURY. EITHER PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE OTHER PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

The parties agree that proper venue for any action arising under or in connection with this agreement shall be where the Property is located and any such action shall only be brought only in the state or federal court having jurisdiction in Douglas County, Nebraska.

- No further text on this page -

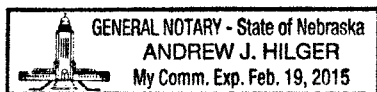
IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

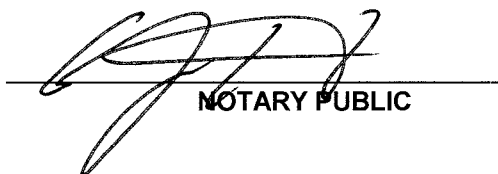
**ASSIGNOR:**

  
ANDREW MacCASHLAND

State of Nebraska       )  
                                      ) ss  
County of Douglas       )


The foregoing Assignment was acknowledged before me by Andrew MacCashland this 19 day of NOV, 2012 in said County and State.



  
NOTARY PUBLIC

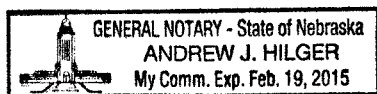
**ASSIGNEE:**

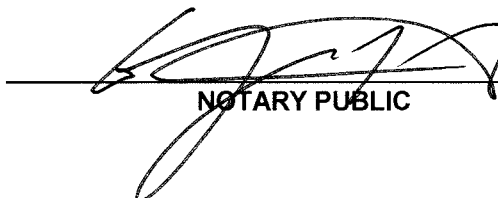
**VALUE INVESTORS PARTNERSHIP, LLC**, a  
Nebraska limited liability company

By:   
Name: Andrew MacCASHLAND  
Title: Managing Partner

State of Nebraska       )  
                                      ) ss  
County of Douglas       )

The foregoing Assignment was acknowledged before me by the said ANDREW B. McCASHLAND, as Managing Partner of Value Investors Partnership, LLC, this 19 day of NOV, 2012 in said County and State.



  
NOTARY PUBLIC

**Exhibit "A"**

The West 25 Feet of Lot 3, and the East 40 Feet of Lot 4, Block 7, Forest Hill, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.