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Sheryl J. Dowling

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ASSIGNMENT OF LEASES AND RENTS

City Centre 1, LLC
(Borrower)

to

UMB BANK, n.a.
(Lender)

Dated: SEPTEMBER 29, 2017

Location: La Vista City Centre
La Vista, Nebraska

Loan No.: _____

RECORD AND RETURN TO:

Polsinelli PC
c/o Michael B. Shteamer
900 West 48th Place, Suite 900
Kansas City, Missouri 64112

THIS ASSIGNMENT OF LEASES AND RENTS ("**Assignment**") is made as of SEPTEMBER 29, 2017, by City Centre 1, LLC, a Nebraska limited liability company ("**Borrower**"), having its mailing address at 905 Jones Street, Omaha, Nebraska 68102, in favor of UMB Bank, N.A. ("**Lender**"), having a mailing address at 1010 Grand Blvd., Kansas City, Missouri, 64106.

RECITALS:

THAT Borrower for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and absolutely and unconditionally assigns to Lender Borrower's entire interest in and to all current and future leases, reciprocal easement agreements and other agreements (together with any extensions or renewals of the same without further or supplemental assignment), now or hereafter made and affecting the use, enjoyment, or occupancy of all or any part of that certain real property more particularly described in Exhibit A attached hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (hereinafter collectively referred to as the "**Mortgaged Property**"), all of the same being hereinafter collectively referred to as the "**Leases**" and each individually as a "**Lease**";

TOGETHER WITH all rents (including, without limitation, percentage rents), income, issues, revenues, proceeds and profits arising from the Leases and all rents, income, issues, revenues, proceeds and profits (including, but not limited to, all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Mortgaged Property (hereinafter collectively referred to as the "**Rents**").

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. **Indebtedness Secured.** This Assignment is made for the purposes of securing:

(a) The payment of the Debt (hereinafter defined), including, without limitation, the principal sum, interest and all other sums evidenced by that certain Master Promissory Note (the "**Note**") in the amount of Fifty Eight Million Six Hundred Thousand and No/100 Dollars (\$58,600,000.00) executed by Borrower contemporaneously with this Assignment and payable to the order of Lender pursuant to the Construction Loan Agreement (as defined in the Note).

(b) The performance and discharge of each and every obligation, covenant and agreement of Borrower contained herein, in the Note, in the Construction Loan Agreement and the Deed of Trust (as defined in the Note) and in any of the Other Security Documents (as defined in the Note).

2. **Borrower's Warranties.** Borrower warrants that: (i) Borrower is the sole owner of the entire lessor's interest in the Leases; (ii) the Leases are in all material respects valid and enforceable and have not been altered, modified or amended in any manner since copies of same were last delivered to Lender; (iii) none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated; (iv) none of the Rents have been collected for more than

one (1) month in advance; (v) Borrower has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Borrower or the Mortgaged Property; (vi) to the best of Borrower's knowledge, there exist no offsets or defenses to the payment of any portion of the Rents; and (vii) other true and correct copies of all Leases in existence as of the date of this Assignment were delivered to Lender prior to the execution of this Assignment.

3. Present and Absolute Assignment. Borrower does hereby absolutely and unconditionally assign to Lender all of Borrower's right, title and interest in all current and future Leases and Rents, it being intended by Borrower that this Assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Nothing herein shall be construed to bind Lender to the performance of any of the covenants, conditions, or provisions contained in any of the Leases or otherwise to impose any obligation upon Lender. Borrower agrees to execute and deliver to Lender such additional instruments, in form and substance satisfactory to Lender, as Lender may hereinafter require to further evidence and confirm this Assignment. Lender is hereby granted the right to enter the Mortgaged Property for the purpose of enforcing Lender's interest in the Leases and the Rents, this Assignment constituting a present, absolute and unconditional assignment of the Leases and Rents. Nevertheless, subject to the terms hereof, Lender grants to Borrower a revocable license to operate and manage the Mortgaged Property and to collect the Rents. Borrower shall hold the Rents for use in the payment of all current sums due on the Debt. Upon an Event of Default (as defined in the Deed of Trust), the license granted to Borrower herein shall be automatically terminated and Lender shall be immediately entitled to receive and apply all Rents, whether or not Lender enters upon and takes possession or control of the Mortgaged Property. Lender is hereby granted the right, at its option, upon the termination of the license granted Borrower herein to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the termination of the license herein granted may be applied toward payment of the Debt in such order and manner as Lender, in its sole and absolute discretion, shall deem proper.

4. Performance of Leases. With respect to all Leases, Borrower shall: (i) observe and perform all the obligations imposed upon Borrower as landlord; (ii) not do or permit to be done anything to impair the value of any of the Leases as security for the Debt; (iii) except for the Residential Leases (as that term is defined herein) promptly send to Lender copies of all notices of default which Borrower shall send or receive thereunder relating to the "Leases"; (iv) enforce all of the material terms, covenants and conditions which are to be performed by any tenant short of termination thereof (except with respect to Residential Leases, which Borrower may in its discretion terminate upon any tenant default); (v) not collect any of the Rents more than one (1) month in advance; (vi) not execute any other assignment of Borrower's interest in any of the Leases or the Rents; (vii) execute and deliver at the request of Lender all such further assurances, confirmations and assignments in connection with the Mortgaged Property as Lender shall from time-to-time reasonably require; and (viii) except for Residential Leases (which Borrower may freely enter into, extend, and upon any tenant default, terminate, provided that all such Residential Leases (and extensions thereof) are made in the Approved Lease Form), not extend any Lease or enter into any new or renewal Lease affecting the Mortgaged Property except as allowed pursuant to this Assignment.

5. Acts Requiring Lender's Approval.

(a) Without obtaining Lender's prior written approval (which shall not be unreasonably withheld), Borrower shall not:

(i) extend any Lease or enter into any new or renewal Lease affecting the Mortgaged Property; provided, however, that no such approval is required if: (A) such Lease is written on a standard form of lease approved in writing by Lender (the "Approved Lease Form") with no material changes to such Approved Lease Form; (B) such Lease is an arm's-length transaction with an unrelated third party tenant; (C) an executed copy of such Lease (other than the residential leases ("Residential Leases"), unless requested by Lender) shall be furnished to Lender within ten (10) days after its execution; (D) such Lease (other than Residential Leases) provides that upon Borrower's request the tenant thereunder shall subordinate such Lease to the Deed of Trust and shall agree to attorn to Lender and such subordination and attornment shall be evidenced by a written agreement executed by such tenant in form and substance satisfactory to Lender;

(ii) other than Residential Leases, consent to any assignment of or subletting by any tenant under any of the Leases (except in accordance with the terms of such tenant's Lease);

(iii) other than Residential Leases, alter, modify, change, cancel or terminate any guaranty of any of the Leases;

(iv) other than Residential Leases, materially alter, modify, change the terms of, cancel, terminate or accept a surrender of any of the Leases; or

(v) transfer or permit a transfer of the Mortgaged Property or of any interest therein, even if such a transfer is permitted under the Deed of Trust, if such transfer would effect a merger of the estates and rights of, or a termination or diminution of the obligations of, tenants under any of the Leases.

(b) Notwithstanding anything to the contrary above, Borrower agrees that: (i) Borrower shall not modify, amend, supplement or replace the Approved Lease Form without Lender's prior written approval, which approval shall not be unreasonably withheld; and (ii) Borrower shall not enter into, materially modify, extend, renew or terminate any Lease in respect of twenty percent (20%) or more of the rentable space at the Mortgaged Property without Lender's prior written approval, which approval may be withheld or granted in Lender's sole discretion.

6. Remedies of Lender. Upon or at any time after an Event of Default, Lender may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Debt: (i) in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Mortgaged Property and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Lender may deem proper; (ii) with or without taking possession of the

Mortgaged Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and (iii) make from time to time all alterations, renovations, repairs or replacements to the Mortgaged Property as Lender deems proper. Lender may apply any Rents obtained by it to the payment of the following in such manner and order as Lender in its sole and absolute discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of securing, managing, operating and maintaining the Mortgaged Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable; all taxes, charges, claims, assessments, water charges, sewer rents and any other liens; premiums for all insurance which Lender may deem necessary or desirable; the cost of all alterations, renovations, repairs or replacements; and all expenses incident to taking and retaining possession of the Mortgaged Property; and (b) the Debt, together with all court costs and attorney fees, receiver fees and all other costs and expenses incurred by Lender. Upon the occurrence of an Event of Default, Lender, at its option, may either require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Borrower or may require Borrower to vacate and surrender possession of the Mortgaged Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise. Borrower grants to Lender its irrevocable power of attorney, coupled with an interest, to take any and all actions allowed hereunder and any or all other actions designated by Lender for the proper management and preservation of the Mortgaged Property. The exercise by Lender of any particular remedy or right hereunder and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default by Borrower.

7. No Liability of Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Mortgaged Property after an Event of Default or from any other act or omission of Lender in managing the Mortgaged Property after an Event of Default unless such loss is caused by the willful misconduct and bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment. Borrower hereby agrees to hold Lender harmless from any and all liability, loss or damage (including attorney fees and the costs of defense) from any and all claims and demands whatsoever asserted against Lender pursuant to the Leases or this Assignment, including, without limitation, any claims or demands related to any alleged obligations or alleged undertakings on Lender's part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Borrower shall reimburse Lender immediately upon demand for the amount of any such liability, loss or damage, the payment of which shall be secured by this Assignment, by the Deed of Trust and by the Other Security Documents. Upon the failure of Borrower to reimburse Lender, Lender may, at its option, declare the entire Debt immediately due and payable. This Assignment shall not obligate or make Lender liable for (i) the control, care, management or repair of the Mortgaged Property, (ii) the carrying out of any of the terms and conditions of the Leases, (iii) any waste committed on the Mortgaged Property by the tenants or any other parties, (iv) any dangerous or defective condition of the Mortgaged Property, including without limitation the presence of any Hazardous Material (as defined in the Environmental Indemnity Agreement executed contemporaneously herewith in favor of Lender), or (v) any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

8. Notice to Tenants. Borrower hereby authorizes and directs all tenants or occupants now or in the future possessing any rights in the Mortgaged Property pursuant to any of the Leases, upon receipt from Lender of written notice to the effect that Lender is then the holder of the Deed of Trust and that a default exists thereunder, under this Assignment, under the Note or under the Other Security Documents, to pay over to Lender all Rents and to continue to do so until otherwise notified by Lender in writing.

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

10. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to prejudice or waive Lender's rights and remedies under the Note, the Deed of Trust, or the Other Security Documents. Lender's right to collect the Debt and to enforce any other security held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

11. No Mortgagee-in-Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee-in-possession" or "beneficiary-in-possession" in the absence of the taking of actual possession of the Mortgaged Property by Lender. Borrower hereby expressly waives and releases all claims and liability against Lender in Lender's exercise of its rights and powers hereunder.

12. Notices. Except as otherwise specified herein, any notice, consent, request or other communication required or permitted hereunder shall be in writing and shall be deemed properly given if delivered in accordance with the notice requirements contained in the Note.

13. Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of either the Note or the Deed of Trust, the terms of the Note and the Deed of Trust shall prevail.

14. No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

15. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment (including pronouns) shall include the corresponding masculine, feminine or neuter forms, and the singular form of such words shall include the plural and vice versa. The word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Mortgaged Property or any part thereof or any interest therein"; the word "Lender" shall mean "Lender and any subsequent holder of the Note"; the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Deed of Trust"; the word "person" shall include an individual,

corporation, partnership, limited partnership, limited liability partnership, limited liability company, trust, unincorporated association, government, governmental authority and any other entity; the words "Mortgaged Property" shall include any portion of the Mortgaged Property and any interest therein; and the word "Debt" shall mean all amounts due and payable under the Note, together with all sums due under the Deed of Trust and the Other Security Documents, including applicable attorney fees and costs; and the words "attorney fees and costs."

16. Non-Waiver. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Deed of Trust, the Note or the Other Security Documents; (ii) the release, regardless of consideration, of the whole or any part of the Mortgaged Property, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Deed of Trust or the Other Security Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its sole and absolute discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

17. Inapplicable Terms, Covenants or Conditions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such term, covenant or condition.

18. Applicable Law; Jurisdiction. This Assignment shall be governed and construed in accordance with the laws of the state in which the real property encumbered by the Deed of Trust is located. Borrower hereby submits to personal jurisdiction in the state courts located in said state and the federal courts of the United States of America located in said state for the enforcement of Borrower's obligations hereunder and waives any and all personal rights under the law of any other state to object to jurisdiction within such state for the purposes of any action, suit, proceeding or litigation to enforce such obligations of Borrower.

19. Termination of Assignment. Upon payment in full of the Debt and the delivery and recording of a satisfaction, conveyance or discharge of the Deed of Trust duly executed by Lender, this Assignment shall be deemed null and void and of no further effect.

20. Successors and Assigns. Lender shall have the right to assign or transfer its rights under this Assignment without limitation. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Lender and any subsequent holder of the Note and beneficiary under the Deed of Trust and shall be binding upon Borrower, its heirs, executors, administrators, successors and assigns and any subsequent owner of the Mortgaged Property.

21. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same Assignment.

22. WAIVER OF JURY TRIAL. BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY, OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION IN CONNECTION WITH THIS ASSIGNMENT, THE NOTE, THE DEED OF TRUST OR ANY OF THE OTHER SECURITY DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF BORROWER OR LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER'S MAKING OF THE LOAN SECURED BY THE DEED OF TRUST AND THE OTHER SECURITY DOCUMENTS.

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EXHIBIT A
LEGAL DESCRIPTION

Parcel 1:

Lots 10, 14 and 15, La Vista City Centre, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.

Parcel 2:

Lot 2, La Vista City Centre Replat 1, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.

Parcel 3:

Access and Parking Easements in common areas for ingress and egress to lots as set forth in Declaration of Easements, Covenants, Conditions and Restrictions for La Vista City Centre, La Vista, Sarpy County, Nebraska, filed December 2, 2016 at Instrument No. 2016-31246, records of Sarpy County, Nebraska.