



MISC 2017060539



AUG 03 2017 07:31 P 3

Fee amount: 22.00
FB: 07-05674
COMP: PN

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
08/03/2017 07:31:41.00



2017060539

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

Jessica Marzullo, Esq.
CMB Nebraska, LLC
7819 42nd Street West,
Rock Island, IL 61201

Assessor's Parcel No. _____

(Space above this line for Recorder's use)

TO BE RECORDED IN THE
RECORDS OF
DOUGLAS COUNTY, NEBRASKA

COLLATERAL ASSIGNMENT

For the making of the Loan as defined in the Assignor/Assignee Loan Agreement defined below and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, The Capitol District, LLC, a Nebraska limited liability company ("Assignor") of 1111 N. 13th Street, Suite 101, Omaha, Nebraska 68102, hereby collaterally assigns and pledges to CMB Nebraska Infrastructure Investment Group 47, LP a Delaware limited partnership ("Assignee") of 7819 42nd Street West, Rock Island, Illinois 61201, all of its beneficial right, title, and interest in, to and under the Loan Documents (defined below), including that certain Deed of Trust hereinafter described, together with that certain Promissory Note (defined below), all of which the undersigned hereby endorses, the money due or to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

This assignment agreement ("Assignment") is made to secure any indebtedness now or hereafter owing by the Assignor to Assignee and its successors and assigns under that certain Loan Agreement by and between Assignor and Assignee, dated as of May 29, 2015 (together with all riders, amendments, restatements, extensions, renewals or modifications thereof, the "Assignor/Assignee Loan Agreement") and its related loan documents as defined in the Assignor/Assignee Loan Agreement. Upon any default of the Assignor, Assignee may enforce the rights of Assignor as set forth in the Promissory Note, Deed of Trust or any other Loan Document (defined below).

Assignee acknowledges and agrees that the assignment hereunder and the terms of the Deed of Trust (defined below), Promissory Note, and the below-described Building Loan Agreement, are all subject to the terms and conditions of that certain Intercreditor Agreement dated as of July 26, 2017 between Assignor and First National Bank of Omaha.

The following is a description of Deed of Trust:

That certain DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust") executed on July 26, 2017, by and among CAPITOL DISTRICT HOTEL, LLC, a Nebraska limited liability company ("Trustor"), whose address is 1111 N. 13th Street, Suite 101, Omaha, Nebraska 68102; THE CAPITOL DISTRICT,

LLC, a Nebraska limited liability company ("Beneficiary" or "Assignor"), whose address is 1111 N. 13th Street, Suite 101, Omaha, Nebraska 68102; and Mark B. Johnson, an attorney licensed in the state of Nebraska and a member of the Nebraska State Bar Association, whose address is 11440 West Center Road, Suite C, Omaha, Nebraska 68144, as Trustee ("Trustee"), and providing for repayment of the following indebtedness and obligations:

- (i) Payment of indebtedness evidenced by that certain Promissory Note dated of even date with the Deed of Trust (the "Promissory Note") in the original principal amount of \$4,000,000.00, executed by Trustor in favor of Beneficiary, bearing interest and being payable as provided therein, according to its terms, and all extensions, renewals and modifications thereof, presently scheduled to mature December 9, 2021;
- (ii) Payment of all other indebtedness and performance of all obligations and covenants of Trustor under each of the "Loan Documents," as hereinafter defined; and
- (iii) Payment of all of the principal of and interest on any future advances under the Loan Documents and all sums advanced by Beneficiary to protect the Mortgaged Property (as defined in the Deed of Trust), with interest thereon at the Default Rate provided by the Promissory Note from the date of advance by Beneficiary to the date of payment by Trustor.

The indebtedness secured by the Deed of Trust is further evidenced and secured by the Building Loan Agreement, executed by Trustor and Beneficiary, dated of even date with the Deed of Trust, the terms of which are incorporated in the Deed of Trust and which, with the Deed of Trust, the Promissory Note and any amendments or supplements thereto or modifications thereof are hereinafter referred to collectively as the "Loan Documents".

The Deed of Trust was recorded on AUGUST 1 2017 with the Douglas County, Nebraska Register of Deeds, Nebraska as Instrument No. 2017060218 and was indexed against the following described real property:

Lot 2, in THE CAPITOL DISTRICT REPLAT 1, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, together with part of the vacated Davenport Street adjacent thereto on the North;

Together with rights appurtenant thereto as established by Agreement for Skyway Construction, Operation, Maintenance, and Easements dated October 6, 2016 and recorded October 7, 2016, as Instrument No. 2016083555 of the Records of Douglas County, Nebraska;

And, together with rights appurtenant thereto as established by Parking License Agreement dated September 18, 2015, as amended by the First Amendment to Parking License Agreement dated September 19, 2016, a Memorandum of which was dated October 28, 2016 and recorded November 1, 2016, as Instrument No. 2016091179 of the Records of Douglas County, Nebraska.

To perfect the assignment and pledge of the Promissory Note set forth herein, Assignor has delivered the original Promissory Note to Assignee and indorsed over to Assignee concurrently with the execution of this Assignment. When all amounts owing by Assignor to Assignee under the Assignor/Assignee Loan Agreement and any related instrument, including the Promissory Note, have been paid in full, Assignee shall terminate this Assignment and reassign, without recourse, and return the original Promissory Note to Assignor. This Assignment may not be amended or modified orally. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Nebraska.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

