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FILED SARPY CO. NE.
INSTRUMENT NUMBER

2015-27969

2015 Nov 13 11:17:26 AM

Lloyd J. Dowding

REGISTER OF DEEDS



THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

**THIS PAGE INCLUDED
FOR INDEXING**

LLOYD J. DOWDING
SARPY COUNTY REGISTER OF DEEDS
STEVEN J. STASTNY, DEPUTY
1210 GOLDEN GATE DRIVE, STE. 1109
PAPILLION, NE 68046-2895
402-593-5773

Return to: Max Burbach, 1125 S. 103 #800 Omaha NE 68124

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made effective as of the 13 day of November, 2015, by and between TNT HOLDINGS, LLC, a Nebraska limited liability company ("Assignee") and SIMMONDS PROPERTIES, LTD, a Nebraska limited partnership ("Assignor").

WITNESSETH:

WHEREAS, Assignor and Burger King Corporation, a Florida corporation ("BKC") are parties to that certain Shared Access Driveway Use and Maintenance Agreement dated October 13, 2008 and filed October 28, 2008 as Instrument No. 2008-29636 in the Records of the Sarpy County, Nebraska Register of Deeds Office, as amended by that certain Amendment to Shared Access Driveway Use and Maintenance Agreement dated November 13, 2015 and filed November 13, 2015 as Instrument No. 2015-27961 in the Records of the Sarpy County, Nebraska Register of Deeds Office (collectively, the "Agreement"), pursuant to which Assignor and BKC agreed to terms and conditions relating to the common driveway serving the Simmonds Property and the Simmonds/BKC Property, each as defined on Exhibit "A" attached hereto; and

WHEREAS, Assignee has purchased the Simmonds Property from Assignor and, as contemplated in and allowed by the Agreement, including specifically Sections 4, 10 and 11 thereof, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all rights, duties and obligations under the Agreement as the owner of the Simmonds Property, according to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby assigns to Assignee all of Assignor's rights, duties and obligations in and to the Agreement relating to the Simmonds Property and the Simmonds/BKC Property. This Assignment is made in conjunction with the transfer of Assignor's interest in the Simmonds Property to Assignee.

2. **Assumption.** Assignee hereby accepts the assignment described in Paragraph 1 above and assumes and undertakes to pay, perform and discharge each and every one of the obligations of the Assignor under the Agreement from and after the date hereof.

3. **Indemnification.** Assignee hereby indemnifies and agrees to hold harmless Assignor of and from any and all claims, actions and damages (including court costs and reasonable attorneys' fees) arising by reason of any default or breach by Assignee of the obligations so assumed subsequent to the date of this Assignment. Assignor hereby indemnifies and agrees to hold harmless Assignee of and from any and all claims, actions and damages (including court costs and reasonable attorneys' fees) arising by reason of any default or breach by Assignor of the obligations imposed upon Assignor under the Agreement arising and accruing prior to the date of this Assignment.

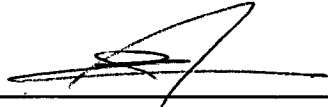
4. **Miscellaneous.** This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by the laws of the State of Nebraska. The parties hereto agree to execute and deliver, or cause or to be executed and delivered, such further instruments or documents and take such other actions as may be required to carry out effectively the transactions Assignee contemplated herein. This Agreement may be executed in two or more counterparts, each of which counterpart signature shall be deemed an original, but all of which together shall constitute one and the same instrument.

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

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

ASSIGNEE:

TNT HOLDINGS, LLC,
a Nebraska limited liability company

By: 

Name: Takanari Miyamoto

Title: Manager

ASSIGNOR:

SIMMONDS PROPERTIES, LTD,
a Nebraska limited partnership

By: _____

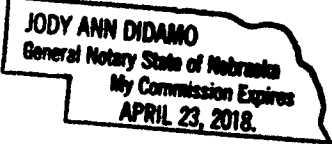
Name: _____

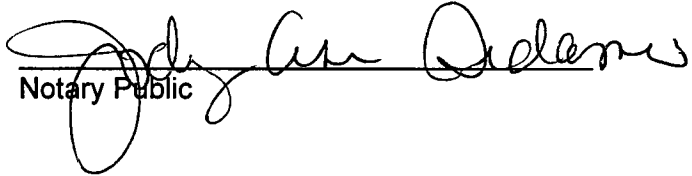
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF Sarpy)

The foregoing instrument was acknowledged before me this 12 day of November, 2015, by Takanari Miyamoto, Manager of TNT Holdings, LLC, a Nebraska limited liability company on behalf of said limited liability company.

[Notary Seal]




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, _____ of Simmonds Properties, Ltd, a Nebraska limited partnership on behalf of said partnership.

[Notary Seal]

Notary Public

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

ASSIGNEE:

TNT HOLDINGS, LLC,
a Nebraska limited liability company

By: _____

Name: _____

Title: _____

ASSIGNOR:

SIMMONDS PROPERTIES, LTD,
a Nebraska limited partnership

By: PK Glissman

Name: Paulak Glissman

Title: Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____ of TNT Holdings, LLC, a Nebraska limited liability company on behalf of said limited liability company.

[Notary Seal]

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 12 day of November, 2015, by Paula K. Glissman, manager of Simmonds Properties, Ltd, a Nebraska limited partnership on behalf of said partnership.

[Notary Seal]

Debra J. Saxton

Notary Public

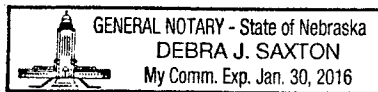


EXHIBIT A

Simmonds Property

Lot 6, Southport East Replat 6, an Addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.

Simmonds/BKC Property

Lot 7, Southport East Replat 6, an Addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.