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**PARTIAL ASSIGNMENT AND ASSUMPTION OF
PERMANENT SUBSURFACE SEWER EASEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF PERMANENT SUBSURFACE SEWER EASEMENT ("Assignment") is made and entered into effective March 17, 2017 (the "Effective Date"), by and between 415 LEAVENWORTH STREET LIMITED LIABILITY COMPANY, a Nebraska limited liability company ("Assignor"), and CONAGRA FOODS PACKAGED FOODS, LLC, a Delaware limited liability company ("Assignee").

RECITALS:

- A. Assignor and Assignee are parties to that certain Real Estate Purchase Agreement dated December 9, 2016 (the "Purchase Agreement"), whereby Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, that certain real estate legally described in Exhibit "A" attached hereto and incorporated by reference herein (the "Real Estate").
- B. The Real Estate is encumbered by that certain Permanent Subsurface Sewer Easement dated February 23, 2015, by and between Assignor, as Grantor, and City of Omaha, Nebraska, as Grantee, and recorded March 13, 2015, as Instrument No. 2015017951, Official Records, Douglas County, Nebraska (the "Easement Agreement").
- C. In connection with Assignor's conveyance of the Real Estate to Assignee in accordance with the closing of the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, that portion of Assignor's right, title and interest in and to the Easement Agreement, that pertains to the Real Estate, all upon the terms and conditions set forth in this Assignment.

ASSIGNMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated by reference and made a contractual part hereof, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignment. Effective as of the Effective Date, Assignor hereby assigns, transfers and conveys unto Assignee, subject to the terms and conditions set forth herein, that portion of Assignor's right, title and interest in and to the Easement Agreement that pertains to the Real Estate. Assignor expressly retains that portion of its right, title and interest in and to the Easement Agreement that does not pertain to the Real Estate.
- 2. Acceptance and Assumption. Effective as of the Effective Date, Assignee hereby accepts the assignment from Assignor provided herein and assumes that portion of

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Assignor's right, title and interest in and to the Easement Agreement that pertains to the Real Estate, and hereby agrees to abide by and perform all of the terms and provisions required under the Easement Agreement with respect to the Real Estate.

3. Indemnification. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any loss, damage, claim, cost or expense arising from the failure of Assignor to perform any of the terms, conditions, covenants and obligations of Assignor under the Easement Agreement, but only as the same pertain to the Real Estate, which accrued prior to the Effective Date. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any loss, damage, claim, cost or expense arising from the failure of Assignee to perform any of the terms, conditions, covenants and obligations of Assignee under the Easement Agreement, but only as the same pertain to the Real Estate, which accrue on or after the Effective Date.

4. Further Assurances. Assignor and Assignee shall, after the Effective Date, take such additional actions as may be reasonably necessary to accomplish the assignment and assumption set forth herein.

5. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original document, and all of which shall constitute a single instrument.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Effective Date.

ASSIGNOR:

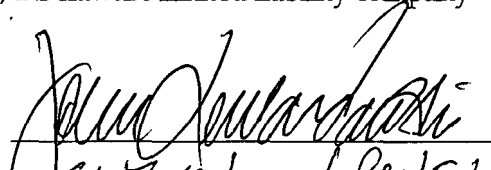
415 LEAVENWORTH STREET LIMITED
LIABILITY COMPANY, a Nebraska limited
liability company

By: Heistand Holdings Limited Liability
Company, a Nebraska limited liability
company, Manager

By: _____
Todd Heistand, Manager

ASSIGNEE:

CONAGRA FOODS PACKAGED FOODS,
LLC, a Delaware limited liability company

By: 

Its: John J. Vukobratovic

JV Director of Real Estate
& Facilities

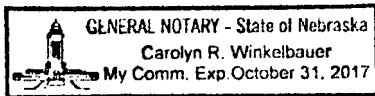
STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on March ____, 2017, by Todd Heistand, as Manager of Heistand Holdings Limited Liability Company, a Nebraska limited liability company, as Manager of 415 Leavenworth Street Limited Liability Company, a Nebraska limited liability company, on behalf of the company.

NOTARY PUBLIC

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on March 16, 2017, by John LEWANDOWSKI, as Sr. Director of Real Estate + Facilities of ConAgra Foods Packaged Foods, LLC, a Delaware limited liability company, on behalf of the company.



[Handwritten Signature]
NOTARY PUBLIC

Assignor's right, title and interest in and to the Easement Agreement that pertains to the Real Estate, and hereby agrees to abide by and perform all of the terms and provisions required under the Easement Agreement with respect to the Real Estate.

3. Indemnification. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any loss, damage, claim, cost or expense arising from the failure of Assignor to perform any of the terms, conditions, covenants and obligations of Assignor under the Easement Agreement, but only as the same pertain to the Real Estate, which accrued prior to the Effective Date. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any loss, damage, claim, cost or expense arising from the failure of Assignee to perform any of the terms, conditions, covenants and obligations of Assignee under the Easement Agreement, but only as the same pertain to the Real Estate, which accrue on or after the Effective Date.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment effective as of the Effective Date.

ASSIGNOR:

415 LEAVENWORTH STREET LIMITED
LIABILITY COMPANY, a Nebraska limited
liability company

By: Heistand Holdings Limited Liability
Company, a Nebraska limited liability
company, Manager

By: 
Todd Heistand, Manager

ASSIGNEE:

CONAGRA FOODS PACKAGED FOODS,
LLC, a Delaware limited liability company

By: _____

Its: _____

EXHIBIT "A"

Legal Description

(Attached)

EXHIBIT

LEGAL DESCRIPTION

THAT PART OF LOT 2, POWER STATION, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2;
 THENCE SOUTH 27°04'56" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF POWER STATION) FOR 60.92 FEET ON THE EAST LINE OF SAID LOT 2;

THENCE SOUTH 25°30'32" EAST FOR 43.89 FEET CONTINUING ON SAID EAST LINE;

THENCE SOUTH 87°38'14" WEST FOR 198.67 FEET TO THE NORTH LINE OF SAID LOT 2;

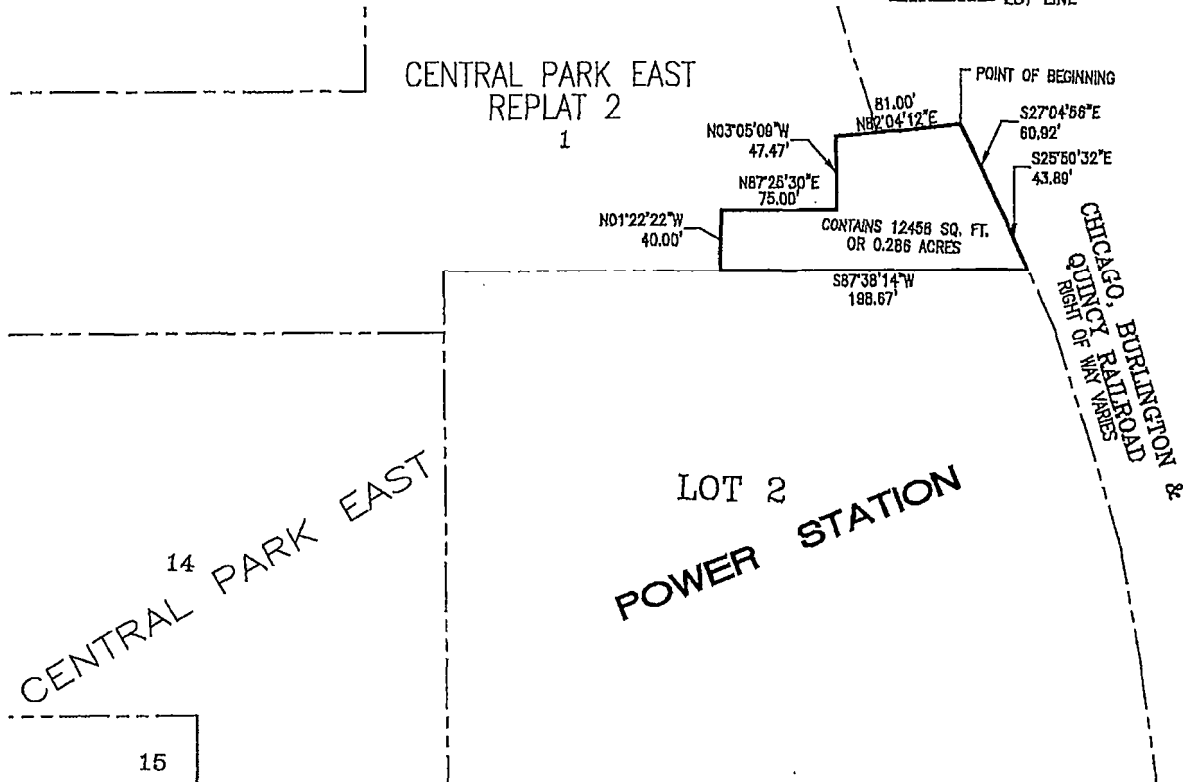
THENCE ON SAID NORTH LINE THE FOLLOWING FOUR (4) COURSES.


1. THENCE NORTH 01°22'22" WEST FOR 40.00 FEET;
 2. THENCE NORTH 87°25'30" EAST FOR 75.00 FEET;
 3. THENCE NORTH 03°05'09" WEST FOR 47.47 FEET;
 4. THENCE NORTH 82°04'12" EAST FOR 81.00 FEET TO THE POINT OF BEGINNING.
- CONTAINS 12,458 SQUARE FEET OR 0.286 ACRES.



LEGEND

- BOUNDARY LINE
- LOT LINE





**LAMP RYNEARSON
& ASSOCIATES**

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 Omaha, Nebraska 68154-2027 402.496.2730 | F
 www.LRA-Inc.com

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