

ASSIGNMENT OF LESSEE'S INTEREST  
IN LEASE

---

THIS ASSIGNMENT, made this 21st day of September, 1981, by THE RECORD SHOP, INC., a Minnesota corporation, having a place of business at 6800 France Avenue South, Edina, Minnesota 55435 (hereinafter called "Assignor") in favor of NORMAN LEVITT (hereinafter called "Assignee").

W I T N E S S E T H:

FOR VALUE RECEIVED, Assignor does hereby SELL, ASSIGN, TRANSFER, SET OVER and DELIVER unto the Assignee, the lease more particularly identified in Exhibit "A" attached hereto, and more particularly described in the Security Agreement hereinafter identified.

TOGETHER with any and all extensions and renewals thereof and any and all further leases (including subleases thereof, tenancies following attornment and oil and gas leases) upon all or any part of the said premises (all such leases, subleases and tenancies heretofore mentioned are hereinafter collectively included in the designation "said lease(s)").

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated.

FOR THE PURPOSE OF SECURING the payment of the indebtedness evidenced by that certain Term Loan Note dated September 21, 1981, in the principal sum of One Hundred Thousand Dollars (\$ 100,000) made by Assignor payable to the order of NORMAN LEVITT and presently held by Assignee, including any extensions and renewals thereof and any supplemental note or notes increasing such indebtedness as well as the payment, observance, performance and discharge of all other obligations, covenants, conditions and warranties contained in the Security Agreement entered into on the 21st day of September, 1981, by THE RECORD SHOP, INC. (Debtor) and NORMAN LEVITT (Secured Party). NORMAN LEVITT may accept assignment to all or any combination of the Leases described in Exhibit A. This Assignment shall not be construed to require NORMAN LEVITT to accept assignment to any of the Leases. The decision to accept or reject all or any combination of the Leases shall be in the total discretion of NORMAN LEVITT.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, IT IS COVENANTED AND AGREED AS FOLLOWS:

1 That Assignor represents and warrants: That Assignor has good title to the identified lease(s) hereby assigned and good right to assign the same, and that no other person, firm or

corporation has any right, title or interest therein; that Assignor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the identified lease(s) on Assignor's part to be kept, observed and performed; that the identified lease(s) is (are) valid and unmodified except as indicated herein and in full force and effect.

2. That Assignor covenants and agrees as follows: To observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, conditions and warranties of the said Term Loan Note and Security agreement, of the identified lease (s) and of all future leases, on the part of the Assignor to be kept, observed and performed, and to give prompt notice to Assignee of any failure on part of Assignor to observe, perform and discharge same.

3. That in the event any representation or warranty herein of Assignor shall be found to be untrue or Assignor shall default in the observance or performance of any obligation, term, covenant, condition or warranty herein, then, in each such instance, the same shall constitute and be deemed to be a default under the said Term Loan Note and Security Agreement thereby entitling Assignee to declare all sums secured thereby and hereby immediately due and payable and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law.

4. That the failure of the Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times, shall not be construed or deemed to be a waiver of any such right, and nothing herein contained, nor anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under said Term Loan Note and Security Agreement, or under the laws of the state in which the said premises are situate. The right of the Assignee to collect the said indebtedness and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder.

5. That upon payment in full of all the indebtedness secured by said Term Loan Note, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm or corporation, may and is hereby authorized to rely thereon.

6. That all notices, demands or documents of any kind which Assignee may be required or may desire to serve upon Assignor hereunder shall be sufficiently served by delivering same to

Assignor personally or by leaving a copy of same addressed to Assignor at the address appearing hereinabove, or by depositing a copy of same in the United States mail, postage prepaid and addressed to Assignor at said address.

7. That the terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all lessees, sub-tenants and assigns of same, and all subsequent owners of the said premises, and all subsequent holders of the same Term Loan Note. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. All obligations of each Assignor hereunder shall be joint and several.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Assignor the day and year first above written.

THE RECORD SHOP, INC.

By Mary Ann Levitt  
Mary Ann Levitt, President

By Elizabeth J. Levitt  
Elizabeth J. Levitt, Secretary

ACKNOWLEDGMENT

STATE OF Iowa )  
 ) SS.  
 COUNTY OF Polk )

On this 21<sup>st</sup> day of Sept., 1981, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Mary Ann Levitt and Elizabeth G. Levitt, to me known personally, who, being by me duly sworn, did say that they are the President and Secretary respectively of THE RECORD SHOP, INC., the corporation executing the within and foregoing instrument to which this is attached; that the instrument was signed on behalf of said corporation; and that the said Mary Ann Levitt and Elizabeth G. Levitt as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Diane Colwell  
 Notary Public

Lease dated the 5th day of May, 1978, by and between The Record Shop, Inc., Tenant, and Management, Inc. (managing agent for Prudential Insurance Co. of America), Landlord. The parcel of real property upon which the leasehold is located is described as follows:

All of Block Three (3), Westroads, an Addition in Douglas County, Nebraska, as surveyed, platted and recorded, except Tract 1 of Parcel A of said Block 3, and except Tracts 1 and 2 of Parcel C of said Block 3; and said Block, Parcels and Tracts are legally described as follows:

Block Three (3): Commencing at the South Quarter corner of Section 16, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska, thence North  $00^{\circ}00'15''$  East (Assumed Bearing) along the quarter section line a distance of 610.70 feet to a point; thence  $S89^{\circ}59'45''E$  along a line perpendicular to the Quarter Section line, a distance of 119.00 feet to the point of beginning, thence  $N00^{\circ}00'15''E$ , a distance of 1,194.57 feet to a point, thence on a curve to the right, having a radius of 200 feet, a distance of 313.64 feet to a point; thence  $N89^{\circ}51'24''E$ , a distance of 1,239.50 feet to a point, thence on a curve to the right, having a radius of 200 feet, a distance of 314.12 feet to a point; thence  $S00^{\circ}09'15''E$  a distance of 724.59 feet to a point; thence on a curve to the right having a radius of 640 feet, a distance of 857.24 feet to a point; thence  $S76^{\circ}35'24''W$ , a distance of 420.66 feet to a point, thence on a curve to the right having a radius of 1,900 feet, a distance of 444.83 feet to a point, thence on a curve to the right having a radius of 300 feet a distance of 471.24 feet to the point of beginning.

Parcel A: (A parcel of land lying wholly within said Block 3) Beginning at a point on the West line of Block 3 and said point being the intersection of the West line of Block 3 and the point of tangency of the 300 foot radius curve located at the southwest corner of Block 3; thence  $N00^{\circ}00'15''E$  (Assumed Bearing) along the West line of Block 3 a distance of 820.85 feet to a point; thence  $N69^{\circ}30'15''E$  a distance of 409.26 feet to a point; thence  $S20^{\circ}29'45''E$  a distance of 1,271.91 feet to a point on the southerly line of Block 3; thence  $S76^{\circ}35'24''W$  along the southerly line of Block 3 a distance of 90.46 feet to a point; thence in a southwesterly direction along the southerly line of Block 3 which is curving to the right and said curve having a radius of 1,900.00 feet a distance of 444.83 feet to a point; thence continuing along the southwesterly line of Block 3 which is curving to the right, and said curve having a radius of 300.00 feet, a distance of 471.24 feet to the point of beginning.

Tract 1 of Parcel A: (A tract of land lying wholly within Parcel A of said Block 3) Beginning at a point on the easterly line of Parcel A and said point being 261.00 feet southeast of the northeast corner of Parcel A; thence  $S20^{\circ}29'45''E$  (Platted Bearing) along the easterly line of said Parcel A a distance of 450.00 feet to a point; thence  $S69^{\circ}30'15''W$  a distance of 236.00 feet to a point; thence  $N20^{\circ}29'45''W$  a distance of 190.00 feet to a point; thence  $S69^{\circ}30'15''W$  a distance of 43.00 feet to a point, thence  $N20^{\circ}29'45''W$  a distance of 77.00 (feet) to a point; thence  $S69^{\circ}30'15''W$  a distance of 192.00 feet to a point; thence  $N20^{\circ}29'45''W$  a distance of 74.00 feet to a point; thence  $N69^{\circ}30'15''E$  a distance of 192.00 feet to a point; thence  $N20^{\circ}29'45''W$  a distance of 17.00 feet to a point; thence  $N69^{\circ}30'15''E$  a distance of 43.00 feet to a point; thence  $N20^{\circ}29'45''W$  a distance of 92.00 feet to a point; thence  $N69^{\circ}30'15''E$  a distance of 236.00 feet to the point of beginning.

Parcel C: (A parcel of land lying wholly within Block 3) Beginning at a point on the East line of Block 3 and said point being the intersection of the East line of Block 3 and the point of tangency of the 200 foot radius curve located at the northeast corner of Block 3. thence S00°09'15"E (Assumed Bearing) along the East line of Block 3 a distance of 724.59 feet to a point; thence along the southeasterly line of Block 3 which is curving to the right, and said curve having a radius of 640.00 feet, a distance of 581.65 feet to a point; thence N20°29'45"W a distance of 947.61 feet to a point; thence N69°30'15"E a distance of 72.00 feet to a point thence N20°29'45"W a distance of 550.27 feet to a point on the North line of Block 3; thence N89°51'24"E along the North line of Block 3 a distance of 499.83 feet to a point; thence continuing along the northeasterly line of Block 3 which is curving to the right, and said curve having a radius of 200.00 feet, a distance of 314.12 feet to the point of beginning.

Tract 1 of Parcel C: (A tract of land lying wholly within Parcel C of said Block 3) Beginning at a point on the westerly line of Parcel C and said point being 571.61 feet northwest of the southwest corner of Parcel C; thence N20°29'45"W (Platted Bearing) along the westerly line of said Parcel C a distance of 376.00 feet to a point; thence N69°30'15"E a distance of 72.00 feet to a point; thence N20°29'45"W a distance of 10.00 feet to a point; thence N69°30'15"E a distance of 256.00 feet to a point; thence S20°29'45"E a distance of 100.00 feet to a point; thence S69°30'15"W a distance of 30.00 feet to a point; thence S20°29'45"E a distance of 156.00 feet to a point; thence S69°30'15"W a distance of 70.00 feet to a point; thence S20°29'45"E a distance of 130.00 feet to a point; thence S69°30'15"W a distance of 228.00 feet to the point of beginning.

Tract 2 of Parcel C: (A tract of land lying wholly within Parcel C of said Block 3) Commencing at the southwest corner of Parcel C; thence N20°29'45"W (Platted Bearing) along the westerly line of Parcel C a distance of 282.61 feet to a point; thence N69°30'15"E a distance of 21.5 feet to the point of beginning; thence N69°30'15"E a distance of 335.00 feet to a point on the easterly line of Parcel C; thence in a southwesterly direction along the easterly line of Parcel C and said line is curving to the right, and said curve having a radius of 640.00 feet, a distance of 158.78 feet to a point; thence S69°30'15"W a distance of 237.75 feet to a point; thence N20°29'45"W along a line parallel to the westerly line of Parcel C a distance of 125.00 feet to the point of beginning.

And

A tract of land located in the Southeast Quarter (SE 1/4) of Section 16, Township 15 North, Range 12 East of the 6th P.M., Douglas County, Nebraska more particularly described as follows:

Commencing at the Southeasterly corner of Westroads, a subdivision located in said Southeast Quarter (SE 1/4) of Section 16; thence North 81°13'52" West, a distance of 286.13 feet, along the South line of said Westroads to the point of beginning; thence North 81°29'34" West, a distance of 440.1 feet; thence along a 160 foot radius curve with its chord bearing being North 62°03'00" East, an arc distance of 81.21 feet, to a point of tangency; thence North 76°35'24" East, a distance of 272.3 feet to a point of curvature; thence along a 101.5 foot radius curve to the right, an arc distance of 256.53 feet to the point of beginning.

Together with and subject to the nonexclusive easements for ingress, egress, passage, and parking purposes over common areas granted by and defined in Agreement dated April 27, 1965, by and between Westroads, Inc., and Montgomery Ward Realty Corporation, recorded October 8, 1965, in Miscellaneous Records Book 430, at page 273.

Together with and subject to the nonexclusive easements for ingress, egress, passage and parking purposes and for construction and maintenance of footings granted by and defined in Agreement dated September 23, 1965, by and between Westroads, Inc., and J. C. Penney Company, recorded October 18, 1965, in Miscellaneous Records Book 430, at page 447.

This Exhibit A, consisting of three typewritten pages, is attached to and made a part of that certain Warranty Deed dated March 1, 1977 of Westroads, Inc., as grantor to The Prudential Insurance Company of America, as grantee.

FEBRUARY 18, 1977

76-135  
16-15-12

17 Mar

RECEIVED  
1981 NOV 20 AM 9:12  
C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

2002 663  
2-20 182  
02. 1977

2/21/50  
Index  
Copied  
16-15-12  
76-148