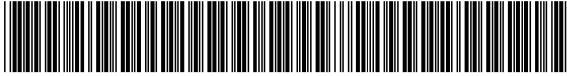




MISC 2015083455



OCT 02 2015 10:20 P 5

Fee amount: 34.00
FB: 01-06453
COMP: SB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/02/2015 10:20:20.00



2015083455

After recording return to: NEDCO, 4445 South 86th Street, Suite 200, Lincoln, NE 68526

ASSIGNMENT OF LEASES AND RENTS

Nebraska Title Company
5601 South 59th Street
Suite C
Lincoln, NE 68516

THIS ASSIGNMENT OF LEASES AND RENTS (as the same may be amended, modified or supplemented from time to time, the "Assignment"), dated as of the 18th day of September, 2015, from JOMD, LLC, a Nebraska limited liability company, and TAF, LLC, a Nebraska limited liability company (whether one or more in number hereinafter the "Assignor"), in favor of Nebraska Economic Development Corporation, a Nebraska corporation (the "Assignee"), for further assignment by Assignee to the UNITED STATES SMALL BUSINESS ADMINISTRATION, an agency of the United States (the "SBA"), evidences an assignment given and accepted on the following terms:

1. For valuable consideration, Assignor hereby grants, assigns, transfers and sets over a continuing security interest in, and conveys to Assignee, and any subsequent holder of the Promissory Note to be described below, all of Assignor's right, title and interest in and to the leases, all renewals and extensions thereof, rents, issues and profits, now or hereafter arising (the "Rents"), from the following described Property along with the improvements thereon (collectively, the "Premises"):

Lot Two (2), Cimarron Grove, a Subdivision in Douglas County, Nebraska.

2. This Assignment is given to secure (1) a loan, as the same may be amended, modified, or supplement from time to time (the "Note") to Assignor and payable to the order of Assignee in the principal amount of One Million Six Hundred Two Thousand and 00/100 Dollars (\$1,602,000.00) (the "Loan") and (2) performance of any and all obligations of Assignor under the Assignment and Related Documents.

3. Assignor agrees to pay Assignee all amounts secured by this Assignment as they become due and to strictly perform all of the Assignor's obligations under this Assignment and Related Documents. Upon the occurrence of an event of default and/or an election of Assignee to exercise its rights under this Assignment, Assignor shall have the right to collect and dispose of the Rents without restriction and to remain in possession and control of the Premises and to operate and manage the same. Provided, however, that the granting of the right to collect the Rents shall not constitute Assignee's consent to the use of cash collateral in a bankruptcy proceeding.

4. Assignor makes the following representations, warranties and covenants:

- a. Assignor, as Landlord under any Lease which prohibits assignment, hereby grants such consent, as may be required by any Lease, to the assignment, transfer, and encumbrance of the Lease to the Assignee.
- b. Assignor is entitled to receive the Rents free and clear and has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due.
- c. Assignor will not sell, assign, encumber, or otherwise dispose of any of Assignor's right in the Rents except as provided in this Assignment.
- d. Assignor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued income other than the security deposits provided for in the Leases.
- e. Assignor has not received any bona fide and acceptable offer to purchase the Premises or any part thereof which would in any way affect any right of option of first refusal to purchase all or any portion of the Premises now contained in any Lease.
- f. Assignor has not done anything which might prevent Assignee from or limit Assignee in operating under or enforcing any of the provisions hereof.
- g. Assignor has the unrestricted right, power and authority to assign and convey the Rents to the Assignee.
- h. Assignor has delivered all Leases currently in effect with respect to the Premises to Assignee, these Leases are in full force and effect as of the date of this Assignment, and neither Assignor nor any tenant is in default thereunder.
- i. Assignor shall not make any subsequent agreement for the lease of the Premises or any part thereof except in the ordinary course of business. All such subsequent Leases shall be subject to the prior written approval of Assignee, which approval shall not be unreasonably withheld.

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- j. Assignor shall not, without the prior written consent of Assignee, which consent shall not be unreasonably withheld: (i) Cancel, terminate or accept any surrender of the Leases; (ii) Accept any prepayments for more than (30) days of installments of rent under any of the Leases; (iii) Modify or abridge any of the terms, covenants and conditions of any of the Leases so as to reduce the terms thereof or the rental payments thereunder; or (iv) Change any renewal privileges contained in any of the Leases.
 - k. Assignor shall act in good faith to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by any tenants under all the Leases.
 - l. Assignor shall direct the tenants under the Leases upon demand and notice from Assignee, to pay to Assignee all Rents accruing or due under the Leases from and after the receipt of such demand and notice.
 - m. Each Lease of the Premises or of any part thereof signed by the Assignor shall provide that in the event of the enforcement by Assignee of the remedies provided for by law or by this Assignment, the tenant thereunder will, upon request of any person succeeding to the interest of Assignor as a result of such enforcement, automatically become the tenant of such successor-in-interest, without change in the terms or other provisions of such Lease; provided, however that the successor-in-interest shall not be bound by: Any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by the tenant of its obligations under the Lease; or (2) Any amendment or modification of the Lease made without the consent of Assignee or such successor-in-interest. Each Lease signed by Assignor shall also provide that, upon request by the successor-in-interest, the tenant shall execute and deliver an instrument or instruments confirming such attornment.
 - n. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all liabilities, losses, damages and expenses, including reasonable attorneys' fees, which it may incur under any of the Leases, or by reason of this Assignment or by reason of any action taken by Assignee or Assignor hereunder, and from and against any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Leases. Should Assignee incur any such liabilities, losses, damages or expenses, the amount thereof, together with interest thereon at the rate set forth in the Note, shall be payable by Assignor to Assignee immediately upon demand therefore, or at the option of Assignee, Assignee may reimburse itself therefor out of any Rents collected by Assignee. Nothing contained herein shall operate or be construed to obligate Assignee to perform any of the terms, covenants and conditions contained in any of the leases or otherwise to impose any obligation upon Assignee with respect to any of the Leases. This Assignment shall not operate to place upon Assignee any responsibility for the operation, control, care, management or repair of the Premises, and the execution of this Assignment by Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Premises is and shall be that of Assignor.
 - o. Assignor agrees to execute and deliver to Assignee, at any time or times during which this Assignment shall be in effect, such further instruments as Assignee may deem necessary to make effective or more effective this Assignment and the covenants of Assignor herein contained.
 - p. In the event a lawsuit is filed, Assignor agrees to submit to the jurisdiction of the Courts of ____ County, Nebraska.
5. Assignee shall have the right to collect and receive the Rents even if no default has occurred under this Assignment, the Note or Related Documents after delivering notice to the Assignor of its intention to do so. To preserve Assignee's ability to exercise this provision of this Assignment, the Assignee is granted the following powers and authority:
- a. Assignee may send such notices to tenants of the Premises as are necessary to advise them of the existence of the Assignment and directing Rents be paid to Assignee or Assignee's agent.
 - b. Assignee may enter and take possession of the Premises to collect from the tenants all Rents or to manage, operate, maintain, or alter the Premises and keep the same in repair or for any other lawful purpose.
 - c. Assignee may demand, collect, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all Rents that may then or may thereafter become due, owing or payable with respect to the Premises, or any part thereof, from any present or future lessees, tenants, subtenants or occupants thereof;
 - d. Assignee may initiate and prosecute to completion, compromise or settlement, any legal proceedings necessary for the preservation and protection of the Premises, collect Rents, enforce, enjoin or restrict any lease provisions or violations of lease provisions, or to seek performance of such other rights as might be conveyed to Assignee by the lease or this Assignment.
 - e. Assignee may pay from and out of the Rents collected or from or out of any other funds, the insurance premiums and any other taxes, assessments, water rates, sewer rates or other governmental charges levied, assessed or imposed against the Premises or any portion thereof, and also any and all other charges, costs and expenses which it may deem necessary or advisable for Assignee to pay in the management or operation of the Premises, including (without limiting the generality of any rights, powers, privileges and authorities conferred in this Assignment) the costs of such repairs and alterations, commissions for renting the Premises, or any portions thereof, and legal expenses in enforcing claims, preparing papers or for any other services that may be required.
 - f. Assignee may take all other actions as are necessary to execute and comply with the laws of the State of Nebraska and other laws, rules, ordinances and requirements of any government agency affecting the Premises.

- g. Assignee may lease any part of the Premises, or the entirety of the Premises, upon such terms and conditions as Assignee may deem proper.
 - h. Assignee may retain, employ, or engage such agents as Assignee may deem appropriate to rent, manage, maintain, and/or collect rents.
 - i. Assignee may do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Premises, Rents or Leases as fully as Assignor might do and to have all the powers of the Assignor for the purposes provided herein.
6. Each of the following, at the sole election of the Assignee, shall constitute an event of default under this Assignment:
- a. Assignor fails to make a payment when due under the Note.
 - b. Assignor fails to comply or to perform any term, obligation, condition, or covenant contained in this Assignment or in any of the Related Documents.
 - c. This Assignment or any of the Related Documents appears, at any time, not to be in full force and effect and/or is not recognized to be in its intended priority position.
 - d. Assignee's dissolution or termination of Assignee's existence as a going business, the insolvency of the Assignee or appointment of a receiver for any part of the Assignee's property, any assignment made for the benefit of Assignee's creditors, any workout agreement, or the commencement of any proceeding under any voluntary or involuntary petition in bankruptcy or insolvency laws.
 - e. Commencement of judicial, non-judicial, self-help, repossession or any other method by which a creditor may commence a forfeiture proceeding relating to the Premises or the Rents, including a garnishment of Assignor's accounts.
 - f. The loss, destruction or damage of the Premises.
 - g. Any of the foregoing events occurs with respect to any guarantor, endorser, surety or accommodation party of the Note.
 - h. A material adverse change occurs in Assignor's financial condition, or Assignee believes the prospect of payment or performance of the Assignment, Note or Related Documents is impaired or Assignee believes in good faith that it is insecure.
7. Upon the occurrence of an Event of Default, Assignee is hereby expressly and irrevocably authorized to exercise, at its sole discretion, any one or more of the following remedies, in addition to any other rights and remedies provided by law:
- a. Assignee may declare the entire indebtedness hereby secured due, payable, and collectible, regardless of maturity, and the same shall become due and payable without any presentment, demand, protest or notice of any kind.
 - b. Assignee shall have all of those rights provided for in this Assignment necessary for the collection of rents, without notice to Assignor. In the event Rents are collected by Assignee, then Assignor irrevocably designates Assignee as Assignor's attorney-in-fact to endorse instruments received in payment thereof in the name of Assignor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Assignee in response to Assignee's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed.
 - c. Assignee shall have all other rights and remedies provided by the Note and Related Documents.
8. Failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but in addition to, any other rights and remedies which Assignee shall have under or by virtue of the Assignment or Related Documents. Assignee's election to pursue any remedy shall not exclude Assignee's ability to pursue any other remedy. An election to make expenditures or to take any particular action or to perform any obligation of Assignor under this Assignment or Related Documents shall not affect Assignee's right to declare a default and exercise remedies.
9. If Assignee commences any lawsuit or action to enforce any of the terms of this Assignment, Assignee shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees. Regardless of whether a court action is involved, or the nature of Assignee's expenditure, and to the extent permitted by law, all reasonable expenses Assignee incurs as part of this paragraph or another of this Assignment, that in Assignee's opinion are necessary at any time for the protection of its interest or the enforcement or exercise of its rights under this Assignment shall become a part of the Note balance and payable on demand. Further those amounts advanced shall bear interest at the Note rate from the date of the expenditure until repaid and shall be secured by this Assignment and Related Documents. To the extent permitted by laws, Assignor shall also be responsible for any court costs and all other sums provided by law.
10. Assignee, in its sole discretion, may determine the application of any and all Rents received by it. In doing so, Assignee may first apply the amounts of any Rents received by it from the Premises to any costs, charges, and expenses incurred by Assignee in connection with the Premises. Any costs, charges or expenses incurred by Assignee in connection with the Premises not repaid from Rents received shall remain part of the Note balance and payable on demand until repaid.

11. Upon payment in full of the amounts due pursuant to the Note and Related Documents, Assignee shall execute and deliver to Assignee a Release of this Assignment.

12. This Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. Any holder of the Note shall have the right to assign to any subsequent holder of the Note, the right, title and interest of Assignor hereby assigned. In the event all the right, title and interest of Assignor in the Premises are barred or foreclosed or sold, no assignee of the interest of Assignor shall be liable to account to Assignor for any Rents thereafter accruing.

13. This Assignment, together with the Related Documents, constitute the entire understanding and agreement of the parties as to the matters stated in this Assignment. No change, amendment, modification, cancellation or discharge of this Assignment, or any part hereof, shall be valid unless signed by the party or parties sought to be charged or bound by the amendment.

14. This Assignment shall be governed by and construed in accordance with the laws of State of Nebraska, without reference to conflict of law principles, except that federal law shall govern when SBA is the holder of the Note as more fully set forth below.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, the under SBA regulations:

- a. When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b. Assignee or SBA may use local or state procedures for purposes such as filing paper, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

15. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Premises at any time held by or for the benefit of Assignor in any capacity, without the express written consent of Assignor.

16. If any provision of this Assignment, or the application hereof to any person, entity or circumstance, shall to any extent be invalid or unenforceable, the remainder of the provisions of this Assignment, or the application of such provision to other persons, entities or circumstances, shall not be affected thereby, and each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

17. Any Notices required to be given under this Assignment shall be given in writing and hand delivered or mailed United States mail, postage prepaid, certified, return receipt requested. Notice shall be effective when actually received. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties. Assignor agrees to keep Assignee informed at all times of its current mailing address. Any notice received by one Assignor shall be considered Notice to all Assignors. Assignee's address is 4445 S. 86th Street, Suite 200, Lincoln, Nebraska 68526. Assignor's address is _____.

18. The various agencies and powers of attorney conveyed by Assignor to Assignee pursuant to this Agreement are granted for purposes of security and shall not be revoked by Assignor until such time as the indebtedness evidenced by the Note and Related Documents is satisfied.

19. Time is of the essence in the performance of this Assignment.

20. Assignor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all obligations evidenced by this Assignment, the Note, and Related Documents.

21. Notwithstanding any provisions to the contrary, Assignor hereby waives any and all rights of redemption from sale under any order or judgment of foreclosure on Assignor's behalf and on behalf of each and every person, except judgment creditors of grantor, acquiring any interest in or title to the Premises subsequent to the date of this Assignment.

22. The term "Related Documents" refers to all loan document executed by the Assignor or other parties as part of the same SBA 504 Loan.

IN WITNESS WHEREOF, the undersigned has executed, on behalf of the Assignor, this Assignment, having read all provisions of this Assignment, as of the date first above written.

ASSIGNOR:

JOMD, LLC, a Nebraska
Limited Liability Company

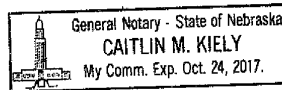
By: *Brandelyn L. Goldapp*
Brandelyn L. Goldapp, Member

By: *Steven D. Goldapp*
Steven D. Goldapp, Member

TAF, LLC, a Nebraska
Limited Liability Company

By: *Brandelyn L. Goldapp*
Brandelyn L. Goldapp, Member

By: *Steven D. Goldapp*
Steven D. Goldapp, Member



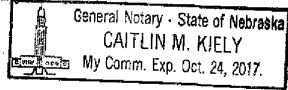
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on 18th day of September, 2015 by Brandelyn L. Goldapp, as Member, and Steven D. Goldapp, as Member, of JOMD, LLC, a Nebraska limited liability company on behalf of the limited liability company.

Caitlin M. Kiely
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on 18th day of September, 2015 by Brandelyn L. Goldapp, as Member, and Steven D. Goldapp, as Member, of TAF, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Caitlin M. Kiely
Notary Public

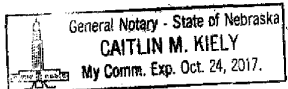
Assignee does hereby sell, assign and transfer unto SBA, all of its right, title and interest to this Assignment of Leases and Rents.

NEBRASKA ECONOMIC DEVELOPMENT
CORPORATION

By: *Todd Mulliner*
Todd Mulliner, Senior Vice President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on 18th day of September, 2015 in the above jurisdiction by Todd Mulliner, Senior Vice President of Nebraska Economic Development Corporation, on behalf of the corporation.



Caitlin M. Kiely
Notary Public