

**ASSIGNMENT OF PROMISSORY NOTE AND
BENEFICIARY'S INTEREST IN DEED OF TRUST**

This Assignment of Promissory Note and Beneficiary's Interest in Deed of Trust (this "Assignment") is executed and delivered effective as of December 1, 2016 by BYB Investments I, LLC, a Nebraska limited liability company ("Assignor"), in favor of Andy Reetz, as agent ("Agent") for Joe D'Amico, Dale Roehrs, Mark Ogle and Rick Erickson, each as to an undivided twenty-five percent (25%) interest therein (each, a "Beneficiary" and collectively, "Beneficiaries").

WITNESSETH

WHEREAS, S&H Luo, LLC, a Nebraska limited liability company ("Borrower"), previously executed and delivered to Assignor that certain Promissory Note dated August 11, 2016, in the original principal sum of \$108,333.00 (the "Note"), which Note is secured by, among other things:

(a) that certain Deed of Trust dated August 11, 2016 and recorded as Instrument No. 2016032583 in the Mortgage Records of the Register of Deeds of Lancaster County, Nebraska (the "Deed of Trust"), covering the following described property:

Lot One (1), Appian Way 4th Addition, a subdivision as surveyed, platted and recorded in Lancaster County, Nebraska

and

(b) that certain Deed of Trust dated August 11, 2016 and recorded as Instrument No. 2016-2002 in the Mortgage Records of the Register of Deeds of Sarpy County, Nebraska (the "Sarpy County Deed of Trust"), covering the following described property:

The North 10 feet of Lot 12 and the South 41 feet of Lot 11, in Block 123, together with all vacated portions of streets, avenues, and alleys adjacent thereto, in the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska

NO
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WHEREAS, Assignor desires to transfer and assign all of its right, title and interest in and to the Note and all other loan documents and as beneficiary under the foregoing Deeds of Trust to Agent, for and on behalf of Beneficiaries, in equal parts, as tenants in common (*i.e.*, an individual twenty-five percent (25%) interest to each Beneficiary); and

WHEREAS, this Assignment is intended to be annexed to and made a part of the Note, as the Note may be amended, modified and extended from time to time.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey and deliver unto Agent, for and on behalf of Beneficiaries, free and clear of all liens, security interests, restrictions, conditions and encumbrances of any kind, nature or character, all rights, title and interest of Assignor in and to the Note, and as Beneficiary under the said Deeds of Trust, and in each and every right of Assignor to the payment of money under the Note and the Deeds of Trust (including all rights and remedies against the maker of the Note and the Trustee under the Deeds of Trust, whether as a result of any default under the Note, the Deeds of Trust or otherwise), and all rights under any other security agreements, trust deeds or guaranties securing the Note, whether such rights now exist or hereafter arise.

Assignor agrees and covenants, from time to time on or after the date hereof, upon the reasonable request of Agent or Beneficiaries, to execute and deliver to Agent or Beneficiaries, such further documents or instruments of assignment, conveyance, transfer and confirmation and to take such action as may be necessary in order to more effectively transfer the Note or the beneficial interest under the Deeds of Trust conveyed hereby to, and vest and confirm title to such Note and such beneficial interest in, Agent on behalf of Beneficiaries. The execution and delivery of any such additional documents or instruments shall not affect the validity of this Assignment.

The following provisions shall govern the relationship of Agent with Beneficiaries:

(a) Each Beneficiary appoints and authorizes Agent to take such action as Agent on its behalf and to exercise all powers under the Note and Deeds of Trust as could be taken by Beneficiaries thereunder, together with such powers as are reasonably incidental thereto, including without limitation the right to act for and on behalf of Beneficiaries with respect to the Note and Deeds of Trust. Agent shall not be liable for any action taken or omitted to be taken by it under or in connection with the Note and Deeds of Trust, except for Agent's own gross negligence or willful misconduct. Agent shall act as an independent contractor in performing Agent's obligations as Agent hereunder. The duties of Agent shall be mechanical and administrative in nature and nothing herein contained shall be deemed to create any fiduciary relationship among or between Agent, Borrower or Beneficiaries. Except as may otherwise be expressly stated in this Agreement, Agent shall be entitled to use Agent's discretion with respect to exercising or refraining from exercising any rights which may be vested in Agent by, or with respect to taking or refraining from taking any action or actions which it may be able to take under or in respect of, the Note and Deeds of Trust.

(b) Each Beneficiary agrees to indemnify Agent, as agent (to the extent not reimbursed by Borrower), ratably according to such Beneficiary's pro rata share from and

against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on or incurred by Agent in any way relating to or arising out of the Note and Deeds of Trust or any action taken or omitted by Agent under the Note and Deeds of Trust, provided that no Beneficiary shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from Agent's gross negligence or willful misconduct. No payment by any Beneficiary under this Section shall relieve Borrower of any of its obligations under the Note or Deeds of Trust.

(c) After any event of default has occurred, all funds received by Agent, whether as payments by Borrower or as realization on collateral or on any guaranties, shall (except as may otherwise be required by law) be distributed by Agent in the following order: (i) first to Agent or any Beneficiary who has incurred unreimbursed costs of collection with respect to any obligations of Borrower, ratably to Agent and each Beneficiary in the proportion that the costs incurred by Agent or such Beneficiary bear to the total of all such costs incurred by Agent and all Beneficiaries; (ii) next to Agent for the account of Beneficiaries (in accordance with their pro rata shares) for application to interest on the Note; and (iii) next to Agent for the account of Beneficiaries (in accordance with their pro rata shares) for application to principal on the Note.

(d) If at any time Agent shall deem it advisable, in Agent's sole discretion, Agent may submit to each of Beneficiaries and Borrower, a written notification of Agent's resignation as Agent under this Agreement, such resignation to be effective upon the appointment of a successor Agent, but in no event later than 30 days from the date of such notice. Upon submission of such notice, Beneficiaries may appoint a successor Agent.

This Assignment and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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Dale Roehrs

Dale Roehrs, Beneficiary

The foregoing instrument was acknowledged before me this 14 day of December, 2016, by Dale Roehrs.

Shirley L. Beers
Notary Public



My Commission Expires: May 5, 2017

Mark Ogle
Mark Ogle, Beneficiary

The foregoing instrument was acknowledged before me this 14 day of December, 2016, by Mark Ogle.

Shirley L. Beers
Notary Public

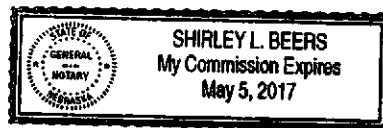


My Commission Expires: May 5, 2017

Rick Erickson
Rick Erickson, Beneficiary

The foregoing instrument was acknowledged before me this 14 day of December, 2016, by Rick Erickson.

Shirley L. Beers
Notary Public



My Commission Expires: May 5, 2017