

**After filing, please return to:**

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Lincoln, NE 68508  
(402) 475-5100

**Assumption Agreement and Ratification of  
Promissory Note, Deed of Trust and Guaranty**

THIS ASSUMPTION AGREEMENT AND RATIFICATION OF PROMISSORY NOTE, DEED OF TRUST AND GUARANTY ("Agreement") is made effective as of December 31, 2015, by ES VENTURES I, LLC, a Nebraska limited liability company ("ES Ventures"), E & S REAL ESTATE, LLC, a Nebraska limited liability company ("E&S Real Estate"), and GREGORY S. HACKER ("Hacker"), in favor of and for the benefit of Cornhusker Bank, a Nebraska banking corporation.

WHEREAS, E&S Real Estate is indebted to Cornhusker Bank pursuant to a certain Promissory Note dated October 16, 2013, in the original principal amount of \$147,228.00 identified as loan number 100019 (as now existing or hereinafter renewed, extended, amended, or modified, including but not limited to the renewal/modification described herein below and occurring contemporaneously herewith, the "Note");

WHEREAS, as of the date hereof there is now due and owing under the Note the principal amount of \$ 136,569.99, plus unpaid and accrued interest of \$ 342.73, and said debt amount shall increase after said date by virtue of (without limitation) additional principal, interest, advances, charges, fees, costs, expenses, and any and all such other liabilities as set forth in said Note and/or Deed of Trust (defined below) and/or as allowed by applicable law (all of said amount as now or hereinafter existing is referred to as the "Debt"). The parties agree that the obligations owing to Cornhusker Bank may be further evidenced by, without limitation, renewal and/or modified promissory notes.

WHEREAS, E&S Real Estate executed a Deed of Trust in favor of Cornhusker Bank as Trustee and as Beneficiary, dated October 16, 2013, which was filed on October 21, 2013, in the office of the Lancaster County, Nebraska Register of Deeds as Instrument No. 2013054493. The Deed of Trust secures the Debt per the Note and other debt and obligations as described in said Deed of Trust, which affects property legally described as follows:

Units 1, 2, 3, 4 and 5, in South XXV Condominium Property Regime, a Condominium organized under the laws of the State of Nebraska, in Lincoln, Lancaster County, Nebraska, pursuant to the Master Deed and Declaration recorded December 29, 1983 as Inst. No. 83-27489; amended by Amended Master Deed and Declaration recorded June 18, 1987 as Inst. No. 87-21158 in the office of the Register of Deeds of Lancaster County, Nebraska (the "Real Estate")

WHEREAS, Hacker executed a Guaranty dated July 29, 2014 in which he unconditionally guaranteed payment and performance of any and all liabilities and obligations of E&S Real Estate to Cornhusker Bank, including without limitation, payment and performance of the Debt.

WHEREAS, E&S Real Estate is going to be dissolved and ES Ventures is acquiring the Real Estate from E&S Real Estate subject to the liens, rights, and interests of Cornhusker Bank per the Deed of Trust and otherwise;

WHEREAS, ES Ventures is herewith assuming all Debt and other liabilities and obligations which are owing to Cornhusker Bank pursuant to the Note and under the Deed of Trust; and

WHEREAS, ES Ventures hereby assumes and ratifies and agrees to fully and completely perform all the agreements, obligations, promises, terms and conditions of the Note and the Deed of Trust in accordance herewith.

WHEREAS, Hacker hereby ratifies, agrees and consents to the transactions identified herein, including without limitation the transfer of the Real Estate to ES Ventures and the assumption by ES Ventures of the Debt and other liabilities of E&S Real Estate. Such transactions shall not affect, compromise, reduce, impair or modify the validity of Hacker's Guaranty, which shall remain in full force and effect.

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

1. The parties hereby acknowledge and agree to all of the recitals set forth herein as being true and correct and binding upon the parties.

2. ES Ventures hereby unconditionally and completely without reservation assumes, ratifies, accepts, and agrees to satisfy in full and completely perform all promises, obligations, covenants, terms, conditions, agreements, debts, and liabilities as set forth in the Note and in the Deed of Trust, including, but not limited to the obligations for repayment to Cornhusker Bank of the Debt and all amounts previously or hereinafter disbursed under the Note or per any other indebtedness now or hereafter existing, all of which is agreed to be secured by (without limitation) the Real Estate per said Deed of Trust. ES Ventures is hereby included and added with E&S Real Estate as Borrower under the Note, and as Trustor and as Borrower under the Deed of Trust.

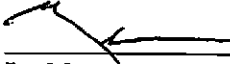
3. All parties agree and acknowledge that the Debt and all promises, obligations, covenants, terms, conditions, liabilities, indebtedness, and agreements per the Note and per the Deed of Trust are not in any way paid off, extinguished, or satisfied by virtue of this Agreement, and all of the foregoing remain outstanding and secured by (without limitation) the Deed of Trust.

NO  
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4. Hacker, as guarantor hereby unconditionally and without reservation consents to the assumptions, ratifications, acceptance, and agreements of ES Ventures as set forth herein.

IN WITNESS WHEREOF, this Agreement is dated effective as of the date first above written.

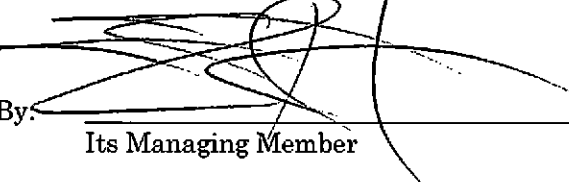
ES VENTURES I, LLC, a Nebraska limited liability company,

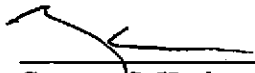
By:   
Its Managing Member

By:   
Its Managing Member

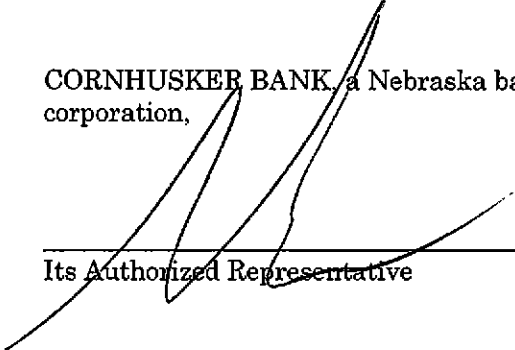
E & S REAL ESTATE, LLC, a Nebraska limited liability company,

By:   
Its Managing Member

By:   
Its Managing Member

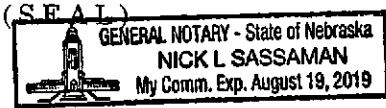
  
Gregory S. Hacker, Guarantor

CORNHUSKER BANK, a Nebraska banking corporation,

By:   
Its Authorized Representative

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

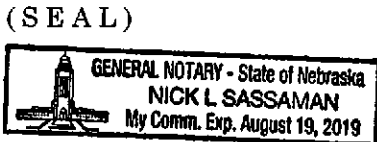
The foregoing instrument was acknowledged before me this 31 day of December, 2015, by Gregory S. Hacker, individually as Guarantor, and as a managing member of ES Ventures I, LLC and on its behalf, and as a managing member of E & S Real Estate LLC and on its behalf.



  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 31 day of December, 2015, by Steve Hansen as a managing member of ES Ventures I, LLC and on its behalf and as a managing member of E & S Real Estate LLC and on its behalf.

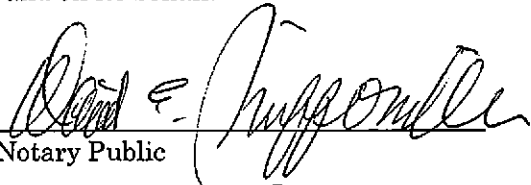


  
\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 31 day of December, 2015, by Nick Sassaman, Vice President of Cornhusker Bank and on its behalf.

(SEAL)

  
\_\_\_\_\_  
Notary Public

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4845-7969-4892, v. 1

