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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT made this 1<sup>st</sup> day of April, 2011, by Fifty Joint Venture LLC, a Nebraska limited liability company, having an address and principal place of business at c/o PDM, 1111 No. 102<sup>nd</sup> Court, Suite 325, Omaha, Nebraska 68114, (hereinafter called the "Assignor") to The State Life Insurance Company, an Indiana corporation, having its principal offices at Indianapolis, Indiana and an address at One American Square, Post Office Box 368, Indianapolis, Indiana 46206-0368 (hereinafter called the "Assignee").

WITNESSETH, THAT, FOR VALUE RECEIVED, the Assignor hereby absolutely, directly and unconditionally grants, transfers, assigns and sets over to the Assignee all of the right, title and interest of the Assignor in and to all the leases (hereinafter the "Leases") now existing, or existing during the term hereof, on all or any part of the land and improvements situated in the County of Douglas, State of Nebraska, described as follows, to-wit:

Lots 1 and 4, Spring Valley Plaza, an addition to the City of Omaha, Douglas County, Nebraska, together with rights of ingress and egress as contained in the Declaration recorded June 14, 1991 in Book 967 at Page 23 of the Miscellaneous Records of Douglas County, Nebraska.

(herein called the "Conveyed Property"); together with all rents, income, termination fees, purchase proceeds and all other income and sums payable thereunder or otherwise for the use and occupation of the Conveyed Property, including, without limitation, all options, amendments, extensions or renewals and guarantees of lessee's obligations under the Leases.

This Assignment is given as security for (a) payment of all sums due under a certain promissory note and all amendments, extensions or renewals thereof, in the original principal sum of Three Million Two Hundred Fifty Thousand and 00/100 Dollars (\$3,250,000.00), made by the Assignor to the Assignee, dated of even date herewith (hereinafter called the "Note") and secured by a Deed of Trust, Security Agreement, and Fixture Filing on the Conveyed Property (hereinafter called the "Deed of Trust"); (b) payment of all other sums with interest becoming due and payable to the Assignee under the provisions of this Assignment or the Note or the Deed of Trust; and (c) the performance and discharge of each obligation, covenant and agreement of the Assignor contained herein and in the Note and the Deed of Trust. Acceptance of this Assignment shall not impair, affect or modify any of the terms or conditions of the Note or the Deed of Trust.

The Assignor covenants and agrees with the Assignee as follows:

1. The Assignor will:

- (a) fulfill and perform each and every obligation, condition and covenant of the Leases by lessor to be fulfilled and performed;
- (b) at the sole cost and expense of the Assignor, enforce the performance and observance of each and every covenant and condition of the Leases and of any guarantee of any lessee's obligations thereunder by the lessee or guarantor to be performed or observed; and
- (c) from time to time, execute any and all instruments requested by the Assignee to carry this Assignment into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment or the Conveyed Property, including, without limitation, specific assignments of the Leases and any guarantee thereof or any agreement relating to use or occupancy of the Conveyed Property or any part thereof now or hereafter in effect.

2. The Assignor will not, without first securing the written consent of the Assignee: (i) execute any other assignment of lessor's interest in the Leases or in any guarantee of lessee's obligations thereunder or execute any other assignment of rents arising or accruing from the Leases or from the Conveyed Property; or (ii) collect rentals from the Conveyed Property more than thirty (30) days in advance of the date due under any of the Leases.

3. At the sole cost and expense of the Assignor, the Assignor will appear in and defend any action growing out of or in any manner connected with the Leases or the obligations or liabilities of the lessor, the lessees, or any guarantors thereunder.

4. Should the Assignor fail to do any act as herein provided, then the Assignee, but without obligation so to do and without notice to or demand on the Assignor and without releasing the Assignor from any obligation herein, may make or do the same, including specifically, without limiting its general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of the Assignee and performing any obligation of the lessor in the Leases contained, and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorney's fees; and the Assignor will pay immediately upon demand all sums expended by the Assignee under the authority hereof. Any such sums together with interest from the date of any expenditure by Assignee at the rate of eight and 75/100 per cent (8.75%) per annum (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall be so much additional indebtedness secured hereby and by the Deed of Trust.

5. This Assignment includes all of the right, title and interest of the Assignor in and to the said Leases and in and to the right to the use and possession of the Conveyed Property, including any and all of the rents, issues, profits and avails now due, which may hereafter become due under and by virtue of any of the Leases,

whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Conveyed Property which may have been heretofore or may be hereafter made or agreed to between the Assignor or any other present, prior or subsequent owner of the Conveyed Property or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns, under the powers herein granted, and any tenant or occupant of all or any part of the Conveyed Property.

6. The Assignor represents, warrants and agrees that (a) the Assignor is entitled to receive all of the rents, issues and profits and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (b) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Assignor or by any person or persons whomsoever except subject to this Assignment; (c) Assignor has not collected rental from the Conveyed Property more than thirty (30) days in advance of the date due under any of the Leases; and (d) that the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interests, powers and/or authorities herein granted and conferred.

7. The Assignor will, from time to time, execute upon request of the Assignee, any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment or the Conveyed Property, including, without limitation, specific assignments of any of the Leases or agreements relating to use or occupancy of the Conveyed Property or any part thereof now or hereafter in effect.

8. This Assignment shall in no way operate to restrict or prevent the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Deed of Trust and/or the Note.

9. The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, powers and/or authorities are herein granted it; and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under the Leases or other agreements with respect to the Conveyed Property.

10. The Assignee shall be accountable only for such cash as it actually receives under the terms hereof.

11. Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.

12. The Assignee shall have the right to further assign this Assignment of Rents and Leases and any and all rights accruing hereunder to any subsequent assignee of the interest of the Assignee under the Deed of Trust and the Note.

13. It is understood that this Assignment is an absolute, unconditional, direct assignment, currently perfected, which is effective as at the date hereof and, upon demand by the Assignee to the tenant under any of the Leases or to any person liable for any of the rents, issues and profits of and from the Conveyed Property or

any part thereof, such tenant or person liable for any of such rents, issues and profits shall, and is hereby authorized and directed to, pay to or upon the order of the Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing under the Leases or any other instrument or agreement, oral or written, giving rights to an obligation to pay rents, issues or profits in connection with the Conveyed Property.

14. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured hereby or by the Deed of Trust, or in the performance of any term, provision, condition, obligation, covenant or agreement herein or in the Note or the Deed of Trust contained, and the expiration of the period of grace, if any, with respect to any such default as provided for in the Note or the Deed of Trust, the Assignee may declare all sums secured hereby immediately due and payable and may, at the option of the Assignee without notice either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Conveyed Property and each and every part and parcel thereof; and in connection therewith, the Assignee may make, cancel, enforce or modify Leases, fix or modify rents, repair, maintain and improve the Conveyed Property, employ contractors, subcontractors and workmen in and about the Conveyed Property, obtain and evict tenants, in its own name sue for or otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of the rights of the Assignee hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which the Assignee may deem necessary or appropriate in and about the Conveyed Property for the protection thereof or the enforcement of the rights of the Assignee hereunder or under the Note or the Deed of Trust; and any and all amounts expended by the Assignee in connection with the foregoing together with interest thereon from date of payment of any such expense at the rate of eight and 75/100 per cent (8.75%) per annum (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall constitute so much additional indebtedness secured hereby and by the Deed of Trust. The Assignee shall apply any monies collected by the Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as the Assignee may determine. The entering upon and taking possession of the Conveyed Property, the collection of rents, issues and profits, the exercise of any of the rights hereinabove specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default or notice of default hereunder or under the Note or the Deed of Trust.

15. Any tenants or occupants of any part of the Conveyed Property are hereby authorized to recognize the claims and demands of the Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Note or the Deed of Trust or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Conveyed Property. Checks for all or any part of the rentals collected under this Assignment shall be drawn to the exclusive order of the Assignee.

16. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases, nor shall this Assignment operate to place upon

the Assignee responsibility for the control, care, management or repair of the Conveyed Property or the carrying out of any of the terms and conditions of the said Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Conveyed Property by the tenant under any of the Leases or any other party, or for any dangerous or defective condition of the Conveyed Property, or for any negligence in the management, upkeep, repair or control of the Conveyed Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

17. The Assignor shall and does hereby agree to indemnify and to hold the Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees, together with interest thereon from date of any such payment at the rate of eight and 75/100 per cent (8.75%) per annum (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall be secured hereby and by the Deed of Trust; and the Assignor shall reimburse the Assignee therefor immediately upon demand and upon the failure of the Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable.

18. In case of any conflict between the terms of this Assignment and the terms of the Deed of Trust, the terms of the Deed of Trust shall prevail.

19. The Assignor has not, and will not, accept rent in advance under the Leases excepting only monthly rents for current months which may be paid in advance and security deposits, if any.

20. The term "Leases" as used herein means the Leases and agreements heretofore defined and hereby assigned, all options, amendments, extensions or renewals thereof now or hereafter executed and all leases existing during the term of this Assignment covering the Conveyed Property or any part thereof.

21. The Assignor shall cause this Assignment to be served upon the tenants under the Leases and, at the sole cost and expense of the Assignor to cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Conveyed Property.

22. This Assignment may not be amended or waived except by an instrument in writing executed by the party against whom enforcement of such amendment or waiver is sought. If any clauses or provisions herein contained would invalidate this Assignment in whole or in part, such clauses or provisions only shall be invalid, and the remainder of this Assignment will remain in full force and effect.

23. All notices or demands which are required or permitted to be given or served hereunder shall be in writing and sent by U.S. Postal Service certified or registered mail, or by recognized national overnight

courier service, postage prepaid, to the address first above set out or to such other address as any party hereto shall designate to the other in writing.

24. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

25. Upon payment in full of all indebtedness secured hereby and by the Deed of Trust, this Assignment shall become and be void and of no effect.

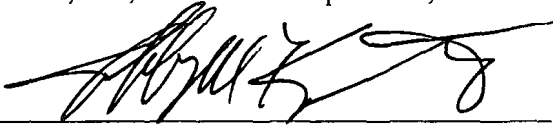
26. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of the Assignee and any subsequent holder of the Note and the Deed of Trust and shall be binding upon the Assignor, his heirs, executors, administrators, successors, and assigns and any subsequent owner of the Conveyed Property. If more than one person or entity has executed this Assignment as the Assignor, the term "Assignor" shall include all such persons and the obligations of all such persons shall be joint and several. In this Assignment, whenever the context so requires, the masculine, feminine or neuter genders shall include the other genders and the singular number includes the plural and the plural the singular.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGES]

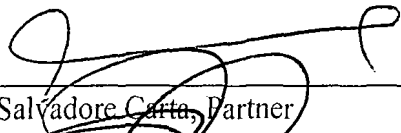
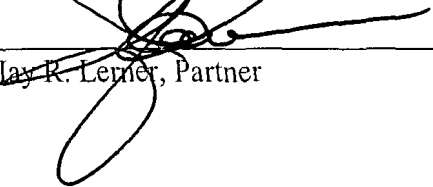
IN WITNESS WHEREOF, the Assignor has executed this Assignment on day and year first above written.

Fifty Joint Venture LLC, a Nebraska limited liability company

By: Venture-50, Inc., a Nebraska corporation, Member

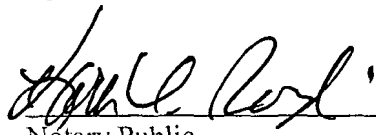
By:   
Jeffrey M. Keating, Vice President

By: Lerner Fifty, a Nebraska general partnership, Member

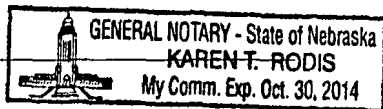
By:   
Salvadore Carta, Partner  
By:   
Jay R. Lerner, Partner

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 30th day of MARCH, 2011, by Jeffrey M. Keating, Vice President of Venture-50, Inc., a Nebraska corporation, member of Fifty Joint Venture LLC, a Nebraska limited liability company, on behalf of such limited liability company.

  
Notary Public

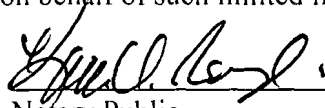
My commission expires: 10/30/14



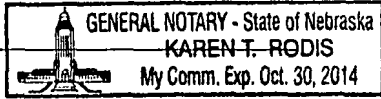


STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of MARCH, 2011, by Salvadore Carta, Partner of Lerner Fifty, a Nebraska general partnership, member of Fifty Joint Venture LLC, a Nebraska limited liability company, on behalf of such limited liability company.

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

My commission expires: 10/30/14



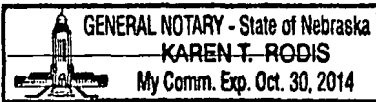
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 30th day of MARCH, 2011, by Jay R. Lerner, Partner of Lerner Fifty, a Nebraska general partnership, member of Fifty Joint Venture LLC, a Nebraska limited liability company, on behalf of such limited liability company.



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

My commission expires: 10/30/14



This Document Prepared By:

Tonya L. Lengar  
Attorney at Law  
American United Life Insurance Company  
Post Office Box 368  
Indianapolis, Indiana 46206-0368  
(317) 285-1877