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RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

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**ASSIGNMENT OF LESSOR'S INTEREST IN LEASE**

THIS ASSIGNMENT, made as of the 1st day of December, 2002, by **PHILLIPS REALTY, LLC**, a Nebraska limited liability company whose mailing address is 4601 South 76<sup>th</sup> Circle, Omaha, Nebraska 68127 (herein called "Assignor"), to **WELLS FARGO BANK, NATIONAL ASSOCIATION**, having its principal office at 1919 Douglas Street, Omaha, Nebraska 68102 (herein called "Assignee").

**WITNESSETH:**

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to the Assignee all of the right, title and interest of Assignor in and to that certain Sublease Agreement described on Schedule A hereof, covering real property located in Douglas County, State of Nebraska (the "Leased Premises") and covering certain equipment located at, and used in connection with the Leased Premises (the "Leased Equipment"), TOGETHER WITH ANY AND ALL EXTENSIONS AND RENEWALS THEREOF AND ALSO TOGETHER WITH ANY AND ALL GUARANTEES OF THE LESSEE'S OBLIGATIONS THEREUNDER AND UNDER ANY AND ALL EXTENSIONS AND RENEWALS THEREOF. Such Sublease Agreement together with any and all guarantees, modifications, extensions, and renewals thereof is hereinafter referred to as the "Sublease":

FOR PURPOSES OF SECURING:

ONE: Payment of all sums now or at any time hereafter due to the Assignee and secured by a certain Combination Deed of Trust, Security Agreement, and Fixture Financing Statement dated as of December 1, 2002 and recorded or to be recorded at or prior to the recording of this Assignment (the "Deed of Trust") and payment of all sums now or at anytime hereafter due to the Assignee and secured by a certain Security Agreement dated as of December 1, 2002 (the "Security Agreement").

TWO: Performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein, in the Deed of Trust, in the Security Agreement or any agreement, bond, or other indebtedness, obligation or liability secured thereby.

THREE: The payment of each and every debt, liability and obligation of every type and description which Assignor may now or at any time hereafter owe to Assignee under that certain Letter of Credit and Reimbursement Agreement dated as of December 1, 2002 (the "Reimbursement Agreement")(whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, or liquidated or unliquidated).

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT ASSIGNOR AGREES, WITH RESPECT TO THE SUBLEASE:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Sublease by Assignor to be performed, to give prompt

14

notice to the Assignee of any notice of default on the part of Assignor with respect to the Sublease received from Sublessee or guarantor, together with an accurate and complete copy of any such notice; at the sole cost and expense of Assignor, to enforce or secure the performance of each and every obligation, covenant, condition, and agreement of the Sublease by the Sublessee to be performed, not to modify or in any way alter the terms of the Sublease; not to terminate the term of the Sublease and not to accept a surrender thereof unless required to do so by the terms of the Sublease; not to anticipate the rents thereunder, or to waive, excuse, condone, or in any manner release or discharge the Sublessee thereunder of or from the obligations, covenants, conditions and agreements by the Sublessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein, and Assignor does by these presents expressly release, relinquish and surrender unto the Assignee all Assignor's right, power and authority to modify or in any way alter the terms or provisions of the Sublease, or to terminate the term or accept a surrender thereof, and any attempt on the part of the Assignor to exercise any such right without the written authority and consent of the Assignee thereto being first had and obtained shall constitute a breach of the terms hereof entitling the Assignee to declare all sums secured hereby immediately due and payable.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Sublease or the obligations, duties or liabilities of Assignor, Sublessee or guarantor thereunder, and to pay all costs and expenses of the Assignee, including attorney's fees in a reasonable sum, in any such action or proceeding in which the Assignee may be required to appear.

3. That should Assignor fail to make any payment or to do any act as herein provided, then the Assignee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor in the Sublease contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

4. To pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at the maximum rate allowed by law, and the same shall be added to the said indebtedness and shall be secured hereby, by the Deed of Trust, and by the Security Agreement.

5. That Assignor will not transfer or convey to the Sublessee the fee title to the Leased Premises or the Leased Equipment unless Assignee consents to such transfer and the Sublessee assumes in writing and agrees to pay the debt secured hereby, provided, however, that the foregoing shall not prohibit the transfer of the Leased Equipment to Sublessee as provided in the Sublease and permitted by the Deed of Trust.

6. Assignor hereby covenants and warrants to the Assignee that Assignor has not executed any prior Assignment of the Sublease or of its right, title and interest therein or the rentals to accrue thereunder; Assignor has not performed any act or executed any instrument which might prevent the Assignee from operating under any of the terms and conditions hereof, or which would limit the Assignee in such operation; Assignor has not accepted rent under the Sublease for any period subsequent to the current period for which rent has already become due and payable; there is no default now existing under the Sublease; and Assignor has not executed or granted any modification or amendment whatever of the Sublease either orally or in writing except as set forth in Schedule A, and that the Sublease is in full force and effect.

B. IT IS MUTUALLY AGREED WITH RESPECT TO THE SUBLEASE THAT:

1. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in the Deed of Trust, Security Agreement, Sublease or Reimbursement Agreement, Assignor shall have the right to collect upon but not prior to accrual, all rents, issues and profits from the Leased Premises and the Leased Equipment and to retain, use and enjoy the same.

2. Upon or at any time after the occurrence of an event of default in accordance with the Reimbursement Agreement, the Assignee may declare all sums secured hereby immediately due and payable, and may, at its option, without notice, exercise all rights and remedies contained in the Deed of Trust, the Security Agreement, the Nebraska Uniform Commercial Code, and other applicable law, and without regard for the adequacy of security for the indebtedness hereby secured, 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, manage and operate the Leased Premises or any part thereof, take possession of the Leased Equipment, proceeding without judicial process or by judicial process (without a prior hearing or notice thereof which Assignor hereby expressly waives), and may sell, lease, or otherwise dispose of any or all of the Leased Equipment (and in connection therewith, Assignee may require Assignor to make the Leased Equipment available to Assignee at a place to be designated by Assignee), make, enforce, modify, and accept the surrender of, Subleases, obtain and evict tenants, fix or modify rents, and do any acts which the Assignee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the Assignee may determine. The entering upon and taking possession of the Leased Premises, and the taking of possession of the Leased Equipment, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under the Deed of Trust or invalidate any act done pursuant to such notice.

3. 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 Sublease, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the Sublease 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 obligation or undertaking on its part to perform or discharge any of the terms, covenants, or agreements contained in the Sublease; should the Assignee incur any such liability, loss, or damage under the Sublease or under or by reason of this Assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees, together with interest thereon at the default rate agreed to in the Reimbursement Agreement, shall be secured hereby and by the Deed of Trust and the Security Agreement, and Assignor shall reimburse the Assignee therefor immediately upon request, and upon the failure of the Assignor so to do the Assignee may declare all sums secured hereby immediately due and payable.

C. IT IS FURTHER MUTUALLY AGREED THAT:

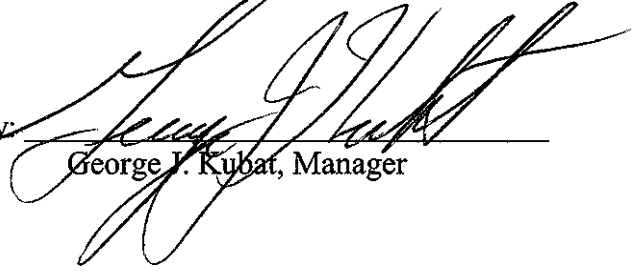
1. Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to keep leased at a good and sufficient rental all the Leased Premises described in the Deed of Trust and all the Leased Equipment and upon demand to transfer and assign to the Assignee any and all subsequent leases upon all or any part of such Leased Premises and any and all subsequent leases upon all or any part of the Leased Equipment upon the same or substantially the same terms and conditions as are herein contained, and to make, execute, and deliver to the Assignee, upon demand, any and all instruments that may be necessary or desirable therefor, but the terms and provisions of this Assignment shall apply to any such subsequent lease whether or not so assigned or transferred.

2. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Deed of Trust and the filing of an instrument terminating the financing statement filed in connection with the Security Agreement, unless there shall have been recorded another mortgage or deed of trust or financing statement in favor of the Assignee covering the whole or any part of the Leased Premises or the Leased Equipment, this Assignment shall become null and void and of no effect.

3. This Assignment inures to the benefit of the named Assignee and its successors and assigns, and binds the Assignor and Assignor's heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Sublease" as used herein means not only the Sublease hereby assigned or any extension or renewal thereof, but also any lease or sublease subsequently executed by Assignor covering the Leased Premises or any part thereof or the Leased Equipment, or any part thereof. In this Assignment, whenever the context so requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural, and conversely.

4. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and sent by registered mail to the parties at the addresses set forth in the Deed of Trust or such other address as may be designated by either party in a writing properly delivered to the other party.

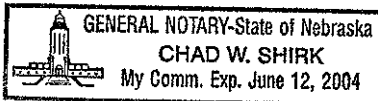
**PHILLIPS REALTY, LLC, a Nebraska  
limited liability company**

By:   
George J. Kubat, Manager

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 12<sup>th</sup> day of December, 2002, before me, a notary public in and for said County, personally came the above-named George J. Kubat, Manager of **PHILLIPS REALTY, LLC**, who is personally known to me to be the identical person whose name is affixed to the above instrument as Manager of said company, and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said company.

WITNESS my hand and notarial seal the date last aforesaid.



  
Notary Public

**SCHEDULE A**

1. SUBLESSOR:           **PHILLIPS REALTY, LLC**, a Nebraska limited liability company
2. SUBLESSEE:           **PHILLIPS MANUFACTURING CO.**, a Nebraska corporation
3. DATE OF SUBLEASE:    December 1, 2002
4. TERM:                Beginning December 1, 2002 and ending on December 1, 2018 (as to Real Estate)  
                          Beginning December 1, 2002 and ending on the date the principal amount of the Bonds (as defined in the Lease and Agreement between Sublessor and the County of Douglas, Nebraska dated as of December 1, 2002) is \$3,565,000.00 or less.
5. ADDRESS OF LEASED PREMISES:    30<sup>th</sup> Street and Edward "Babe" Gomez Avenue, in Omaha, Nebraska
6. LEGAL DESCRIPTION OF LEASED PREMISES:  
  
                          Lots 10, 11, and 12 in Stockyards Business Park, a subdivision of the City of Omaha, as surveyed, platted, and recorded in Douglas County, Nebraska.
7. LOCATION OF LEASED EQUIPMENT:  30<sup>th</sup> Street and Edward "Babe" Gomez Avenue, in Omaha, Nebraska
8. DESCRIPTION OF LEASED EQUIPMENT:  
  
                          All equipment, furniture, fixtures, and other personal property as may be acquired in accordance with existing or modified capital budget plans of the Sublessor as shall be requisitioned from the Construction and Acquisition Fund (as defined in that certain Indenture of Trust dated as of December 1, 2002 between the County of Douglas in the State of Nebraska and Wells Fargo Bank Nebraska, National Association), and all substitutions and replacements thereof.