

BOOK 641 PAGE 406

and

Sheldon J. Harris, Esq.
Harris, Feldman, Stumpf & Pavel
Suite 530
7100 West Center Road
Omaha, Nebraska 68106

If to Bondholder:

The Omaha National Bank
Farnam at 17th Street
Omaha, Nebraska 68106
Attn: Donald R. Sievers

By notice complying with this section, each party may from time to time change the address to be subsequently applicable to it for the purposes of this paragraph.

16. Amendments. This Assignment of Rents may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

17. Successors And Assigns. This Assignment of Rents and each and every covenant, agreement and other provision hereof shall be binding upon the Issuer and its successors and assigns, including, without limitation, each and every from time to time record owner of the Project or any other person having an interest therein, and shall inure to the benefit of the Bondholder, its successors and assigns.

18. Severability. The unenforceability or invalidity of any provision hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

19. No Mortgagee in Possession. Nothing herein contained, and no action taken pursuant to this Assignment of Rents, shall be construed as constituting the Bondholder as a "mortgagee in possession".

IN WITNESS WHEREOF, the Issuer and the Bondholder have caused this Assignment of Rents to be duly executed as of the date first above written.



THE COUNTY OF DOUGLAS, NEBRASKA

By: [Signature]
Vice Chairman of the Board of
Commissioners

THE OMAHA NATIONAL BANK

By: [Signature]
Donald R. Sievers, Vice President