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ASSUMPTION OF INDEBTEDNESS AGREEMENT (HOME LOAN)

THIS ASSUMPTION OF INDEBTEDNESS AGREEMENT (HOME LOAN) (the "Agreement") is made as of June 7, 2011 (the "Effective Date"), by and among **NCTHP, LIMITED PARTNERSHIP**, a Nebraska limited partnership (the "Assignor"), and **HOPE OF GLORY MINISTRIES, INC.**, a Nebraska nonprofit corporation ("Assignee").

WHEREAS, Assignor is the owner of that certain twenty-eight unit affordable housing development located at 4460-4468 Redman Avenue, Omaha, Nebraska (the "Project") and legally described as:

Lot 19, except the West 8 ½ feet thereof, and Lots 20 and 21, in Laurel Park, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

WHEREAS, the City of Omaha ("Lender") has previously made a \$217,875.00 loan to Assignor (the "HOME Loan"); and

WHEREAS, as of June 7, 2011, the total outstanding indebtedness owed to lender under the HOME Loan was \$217,875.00 (the "Indebtedness"); and

WHEREAS, the HOME Loan is evidenced by a HOME Program (HOME) Agreement dated October 22, 1998, approved by the City Council on October 27, 1998 by Resolution No. 2996, as amended, a Promissory Note dated December 18, 1998, and a Deed of Trust, Construction Security Agreement and Assignment of Rents, dated December 18, 1998 and filed with the Douglas County Recorder in Mortgage Book 5549 on Page 158, all by and between Assignor and Lender (together, the "Loan Documents") (the Indebtedness and all other liabilities and obligations of any kind or nature now owing from Assignee to Lender with respect to the HOME Loan and the Loan Documents are collectively referred to herein as the "Obligations"); and

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated the 7 day of June, 2011 (the "Contract"). As of the Effective Date, Assignor has sold and conveyed to Assignee, and Assignee has purchased and acquired from Assignor, the Project, all pursuant to the Contract; and

WHEREAS, in consideration of Assignor transferring the Project to Assignee, Assignor requires that Assignee assume the Assignor's Obligations under the HOME Loan.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

4827-4307-2521.1

City of Omaha Planning Dept.
Attn: Kit Diesing
1819 Farnam Street, Suite 1100
Omaha, NE 68183

Section 1. Assumption of the Obligations. As of the Effective Date, Assignee hereby assumes all of the Obligations and the Loan Documents and agrees to be bound by the terms of the Loan Documents with the same force and effect as if Assignee had originally executed the same. Assignee shall perform each and all of the Obligations. Assignee, for itself and its successors and assigns, hereby unconditionally acknowledges that it shall be bound by all covenants, obligations terms, provisions and conditions applicable to the Loan Documents. On and after the date hereof, Assignee shall be deemed to be the "Borrower" for all purposes of the Loan Documents. Assignee hereby agrees that the Obligations and liabilities of Assignor under or in connection with the Loan Documents shall be enforceable by Lender against Assignee.

Section 2. Authority and Enforceability. Assignee has the full corporate power and authority to enter into and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been approved by all proper and necessary action by Assignee. With the exception of Lender, no third party approval are necessary for Assignee to enter into this Agreement. This Agreement is enforceable against Assignee in accordance with its terms.

Section 3. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, except as otherwise provided herein.

Section 4. Further Assurances. The parties hereto shall cooperate with each other as reasonably necessary to give effect to the provisions of this Agreement, including using reasonable and good-faith efforts to each execute and deliver such additional instruments or documents which may be reasonably requested to accomplish the purposes and intent of this Agreement; provided, however, that nothing in this Section shall be deemed to enlarge the obligations of the parties hereunder or to require any party to incur any material expense or liability not otherwise required of it hereunder.

Section 5. Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto. Any counterpart of this Agreement, which has attached to it separate signature pages which together contain the signatures of all parties or is executed by an attorney-in-fact on behalf of some or all of the parties, shall for all purposes be deemed a fully executed instrument.

This Agreement may be executed as facsimile originals and each copy of this Agreement bearing the facsimile transmitted signature of any party's authorized representative shall be deemed to be an original.

Section 6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to principles of conflicts of laws.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement as of the date and year first above written.

ASSIGNOR:

NTCHP, LIMITED PARTNERSHIP

By Midwest Housing Assistance Corporation, as
general partner

By James K. Rieker
Name James K. Rieker
Title President

ASSIGNEE:

HOPE OF GLORY MINISTRIES, INC.

By [Signature]
Name Patricia Williams
Title U.D.

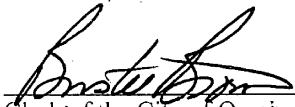
** FILED: AS IS

CONSENT

Lender hereby consents to the assumption of the Loan Documents and the Obligations by Assignee from Assignor as set forth above.

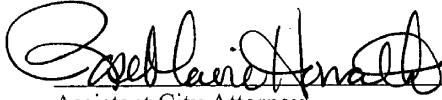
ATTEST:

CITY OF OMAHA, a Municipal Corporation


Clerk of the City of Omaha 6/8/11
Date


Mayor of the City of Omaha 6/8/11
Date

APPROVED AS TO FORM:


Assistant City Attorney 5.25.11
Date

ASSUMPTION OF INDEBTEDNESS AGREEMENT (TRUST FUNDS)

THIS ASSUMPTION OF INDEBTEDNESS AGREEMENT (TRUST FUNDS) (the "Agreement") is made as of June 7, 2011 (the "Effective Date"), by and among **NCTHP, LIMITED PARTNERSHIP**, a Nebraska limited partnership (the "Assignor"), and **HOPE OF GLORYMINISTRIES, INC.**, a Nebraska nonprofit corporation ("Assignee").

WHEREAS, Assignor is the owner of that certain twenty-eight unit affordable housing development located at 4460-4468 Redman Avenue, Omaha, Nebraska (the "Project") and legally described as:

Lot 19, except the West 8 ½ feet thereof, and Lots 20 and 21, in Laurel Park, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska

WHEREAS, the City of Omaha ("Lender") has previously made a \$40,000 grant to Assignor (the "Trust Funds Grant"); and

WHEREAS, as of June 7, 2011, the total outstanding indebtedness owed to lender under the Trust Funds Grant was \$40,000 (the "Indebtedness"); and

WHEREAS, the Trust Funds Grant is evidenced by a Rental Rehabilitation Program Agreement (Nebraska Affordable Housing Trust Fund) approved by the Omaha City Council on February 2, 2010, by Resolution No. 113, and an Acknowledgment of Covenant Running With the Land dated February 2, 2010, and filed with the Douglas County Recorder as document number 2010013826, all by and between Assignor and Lender (together, the "Loan Documents") (the Indebtedness and all other liabilities and obligations of any kind or nature now owing from Assignee to Lender with respect to the Trust Funds Grant and the Loan Documents are collectively referred to herein as the "Obligations"); and

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated the 7 day of June, 2011 (the "Contract"). As of the Effective Date, Assignor has sold and conveyed to Assignee, and Assignee has purchased and acquired from Assignor, the Project, all pursuant to the Contract; and

WHEREAS, in consideration of Assignor transferring the Project to Assignee, Assignor requires that Assignee assume the Assignor's Obligations under the Trust Funds Grant.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Assumption of the Obligations. As of the Effective Date, Assignee hereby assumes all of the Obligations and the Loan Documents and agrees to be bound by the terms of the Loan Documents with the same force and effect as if Assignee had originally executed the

same. Assignee shall perform each and all of the Obligations. Assignee, for itself and its successors and assigns, hereby unconditionally acknowledges that it shall be bound by all covenants, obligations terms, provisions and conditions applicable to the Loan Documents. On and after the date hereof, Assignee shall be deemed to be the "Borrower" for all purposes of the Loan Documents. Assignee hereby agrees that the Obligations and liabilities of Assignor under or in connection with the Loan Documents shall be enforceable by Lender against Assignee.

Section 2. Authority and Enforceability. Assignee has the full corporate power and authority to enter into and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been approved by all proper and necessary action by Assignee. With the exception of Lender, no third party approval are necessary for Assignee to enter into this Agreement. This Agreement is enforceable against Assignee in accordance with its terms.

Section 3. Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, except as otherwise provided herein.

Section 4. Further Assurances. The parties hereto shall cooperate with each other as reasonably necessary to give effect to the provisions of this Agreement, including using reasonable and good-faith efforts to each execute and deliver such additional instruments or documents which may be reasonably requested to accomplish the purposes and intent of this Agreement; provided, however, that nothing in this Section shall be deemed to enlarge the obligations of the parties hereunder or to require any party to incur any material expense or liability not otherwise required of it hereunder.

Section 5. Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto. Any counterpart of this Agreement, which has attached to it separate signature pages which together contain the signatures of all parties or is executed by an attorney-in-fact on behalf of some or all of the parties, shall for all purposes be deemed a fully executed instrument.

This Agreement may be executed as facsimile originals and each copy of this Agreement bearing the facsimile transmitted signature of any party's authorized representative shall be deemed to be an original.

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IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement as of the date and year first above written.

ASSIGNOR:

NTCHP, LIMITED PARTNERSHIP

By Midwest Housing Assistance Corporation, as
general partner

By James K. Rieker
Name James K. Rieker
Title President

ASSIGNEE:

HOPE OF GLORY MINISTRIES, INC.

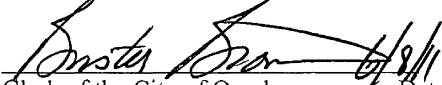
By [Signature]
Name Patricia S. Williams
Title U.P.


CONSENT

Lender hereby consents to the assumption of the Loan Documents and the Obligations by Assignee from Assignor as set forth above.

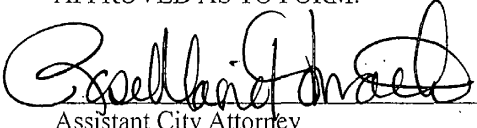
ATTEST:

CITY OF OMAHA, a Municipal Corporation


Clerk of the City of Omaha Date


Mayor of the City of Omaha Date

APPROVED AS TO FORM:


Assistant City Attorney Date