



MISC 2003204151

RICHARD M. TAKECHI
REGISTERED FEES
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RECEIVED

When recorded, return to:

John S. Katelman, Esq.

Blackwell Sanders Peper Martin LLP

1620 Dodge Street, Suite 2100

Omaha, NE 68102

FEE 20.50 Space Above for Recorder's Use Only

BKP C/O COMPC

DEL SCAN

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease ("Assignment"), dated as of October 3, 2003, is entered into by and between Riverfront Campus Developers, LLC, a Delaware limited liability company, formerly a Nebraska limited liability company ("Assignor"), and Riverfront Campus Developers II, LLC, a Nebraska limited liability company ("Assignee").

RECITALS

Assignor, as tenant, and the City of Omaha, Nebraska, as landlord, entered into that certain Ground Lease dated as of August 28, 2002, whereby Assignor leased Lot 16, Gallup University Riverfront Campus, a subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska (the "Ground Lease"). Assignor desires to assign its rights and interests in the Ground Lease to Assignee, and Assignee desires to accept the assignment thereof, both on the terms and conditions herein contained.

AGREEMENT

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

1. Assignor hereby transfers and assigns to Assignee, as of the effective date of this Assignment (the "Effective Date"), all of Assignor's right, title and interest in, to and under the Ground Lease.
2. As of the Effective Date, Assignee hereby assumes all of Assignor's duties and obligations as the tenant under the Ground Lease arising after the Effective Date, and agrees to indemnify, defend and hold Assignor harmless from any and all loss, liability, damage, or expense, including, without limitation, reasonable attorneys' fees, originating subsequent to the Effective Date and arising out of the tenant's or Assignee's default under the Ground Lease.
3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Nebraska.

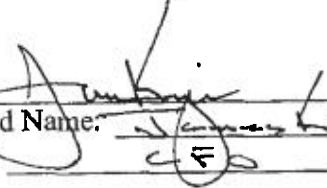
5. This Assignment may be executed in counterparts. Upon execution, the signature pages from each Assignment may be assembled into complete Assignments, each of which shall constitute a single and complete Assignment.

6. The Effective Date of this Assignment shall be the date of execution of the Consent to this Assignment by the City of Omaha, Nebraska, on the following page.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the day and year first above written.

RIVERFRONT CAMPUS DEVELOPERS, LLC,
a Delaware limited liability company

By: Gallup, Inc., a Delaware corporation, Manager

By: 
Printed Name: James H. Hays
Title: CF

Date: October 3, 2003

RIVERFRONT CAMPUS DEVELOPERS II, LLC,
a Nebraska limited liability company

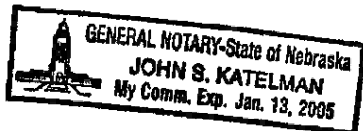
By: Pacific Associates Capital Corp., a Nebraska
corporation, Manager

By: 
Jay B. Nodile, President

Date: October 1, 2003

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 3rd day of October, 2003, by James R. Krieger, Chief Financial Officer of Gallup, Inc., a Delaware corporation, Manager of Riverfront Campus Developers, LLC, a Delaware limited liability company, on behalf of the limited liability company.

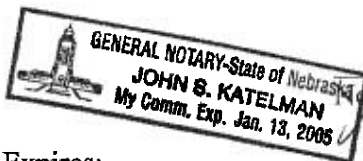


John S. Katelman
Notary Public

My Commission Expires: _____

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 1st day of October, 2003, by Jay B. Noddle, President of Pacific Associates Capital Corp., a Nebraska corporation, Manager of Riverfront Campus Developers II, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



John S. Katelman
Notary Public

My Commission Expires: _____

**CONSENT TO ASSIGNMENT AND
ASSUMPTION OF GROUND LEASE**

The City of Omaha, Nebraska, hereby consents to the above and foregoing Assignment and confirms to the Assignor and the Assignee named therein that as of the date hereof, the Ground Lease is in full force and effect, has not been modified or amended, and that to the best knowledge of the City of Omaha, the tenant is not in default under the Ground Lease and the City of Omaha has no claim against the tenant arising under the Ground Lease.

THE CITY OF OMAHA, NEBRASKA,
a municipal corporation

By: _____

Mike Fahey, Mayor

Date: _____

10/20/03

ATTEST:

City Clerk

APPROVED AS TO FORM:

Special Projects Attorney - City

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on Oct. 20, 2003, by Mike Fahey, who is Mayor of the City of Omaha, Nebraska, on behalf of the City of Omaha, Nebraska.



Notary Public

My Commission Expires: _____