



MISC 2005019186



FEB 22 2005 08:12 P 3

msc
19.50 FB 07-33028
SK: _____ C/O _____ COMP *[initials]*
DEL _____ SCAN _____ FV _____

*Ground
Lease Terminated.*

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/22/2005 08:12:19.20

2005019186

When recorded, return to:
John S. Katelman, Esq.
Blackwell Sanders Peper Martin LLP
1620 Dodge Street, Suite 2100
Omaha, NE 68102

Space Above for Recorder's Use Only

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease ("Assignment"), dated as of 2-14-05, 2005, is entered into by and between Riverfront Campus Developers II, LLC, a Nebraska limited liability company ("Assignor"), and The City of Omaha, Nebraska, a municipal corporation ("Assignee").

RECITALS

Assignor's predecessor in interest, Riverfront Campus Developers, LLC ("RCD"), 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"). By Assignment and Assumption of Lease dated October 3, 2004, RCD assigned its rights and interests in the Ground Lease to Assignor. 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 (set forth below), all of Assignor's right, title and interest in, to and under the Ground Lease. The Ground Lease shall remain in full force and effect and the leasehold interest of Assignee shall not merge with Assignee's fee title to the real estate which is the subject of the Ground Lease unless and until Assignee executes and records in the office of the Register of Deeds of Douglas County, Nebraska, a notice of termination of 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 on or after the Effective Date, agrees to

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Box 38 *OTW 9/10/81 Record*
5th

indemnify, defend and hold Assignor harmless from any and all loss, liability, damage, or expense, including, without limitation, reasonable attorneys' fees, originating on or after the Effective Date and arising out of the tenant's or Assignee's default under the Ground Lease, and further, as the landlord under the Ground Lease, hereby releases and discharges Assignor from any and all liability whatsoever as the tenant under the Ground Lease arising or accruing on or after the Effective Date.

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.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on the dates set forth below, effective as of Feb 18, 2005 (the "Effective Date").

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

THE CITY OF OMAHA, NEBRASKA,
a municipal corporation

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

By:

Mike Fahey
Mike Fahey, Mayor

By:

Printed Name:

Title:

James D. Wright
CEO

Date:

2/14/05

Date:

2/18/05

ATTEST:

Bonnie Brown
City Clerk

APPROVED AS TO FORM:

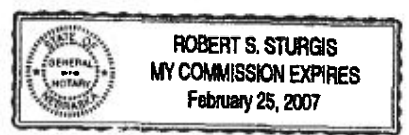
[Signature]
City Attorney

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on FEB 8th, 2005, by James R. Krieger, Chief Financial Officer of Gallup, Inc., a Delaware corporation, Manager of Riverfront Campus Developers II, LLC, a Nebraska limited liability company, on behalf of the limited liability company.


Notary Public

My Commission Expires: FEB. 25, 2007

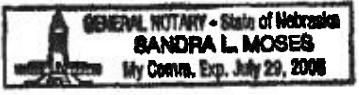


STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on February 14, 2005, 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: July 29, 2008



ADD. *Now known as Lots 1 through 6, inclusive
 and outlots A through C Riverfront Place