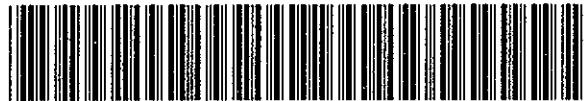


RECEIVED

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GEORGE J. DUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE



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06579 96 272-280

AMERICAN NATIONAL BANK
ATTN: DEAN OPS
P O Box 2146
Omaha, NE 68103-9735

ASSIGNMENT OF CONTRACTS

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(1)
THIS ASSIGNMENT OF CONTRACTS (the "Assignment") is dated as of May 29, 1996, by and between GRACE UNIVERSITY (f/n/a GRACE COLLEGE OF THE BIBLE), a Nebraska non-profit corporation, whose address is 1311 South 9th Street, Omaha, Nebraska 68108 ("Borrower"), and AMERICAN NATIONAL BANK, a national banking association ("Lender", such term to include subsequent holders, if any, of the Promissory Note which this Assignment secures).

Recitals of Fact

A. Lender has agreed to make a loan to Borrower in the amount of \$550,000.00 (the "Loan"), which is evidenced by that certain Promissory Note dated May 29, 1996 (the "Note"), executed by Borrower in favor of Lender in the aggregate principal amount set forth above.

B. The Loan is to be secured by certain collateral, as described in a Loan Agreement and other Loan Documents between Borrower and Lender of even date herewith. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

C. In order to induce Lender to make the Loan, Borrower has agreed to make the assignment herein, with respect to the Property described in Exhibit "A" hereto, as primary and not as secondary security for the Note.

Agreement

In order to induce Lender to make the Loan, and as a condition to the making of the Loan and in consideration thereof, Borrower hereby covenants, warrants and agrees as follows:

1. Assignment. Borrower hereby unconditionally assigns, transfers and sets over unto Lender all of its right, title and interest in any and all of the following, whether now or hereafter acquired: All of Borrower's right, title and interest in and to any and all contracts, agreements and permits relating to the ownership, management, operation and conduct of business on the Property, including without limitation any and all management agreements or contracts, franchise agreements or contracts, city or other governmental business operation licenses or permits, supply and service contracts, janitorial and maintenance contracts, agreements with utility companies or municipal utility departments, cable television agreements, satellite dish rental agreements, equipment leasing contracts, furniture leasing agreements, television or other electronic equipment leasing agreements, linen and towel supply agreements, laundry contracts, uniform rental

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contracts, collective bargaining agreements, union contracts, food service supply agreements, vending machine leasing or servicing agreements, easement agreements affecting the Property, including but not limited to the Easement between Borrower and Ronald S. Meredith, Jr. and Janice L. Meredith, dated October 24, 1989 with respect to the operation and maintenance of a radio broadcast tower, and any and all other contracts and agreements of any similar type or nature (collectively the "Contracts").

2. Term of Assignment. This Assignment shall remain in effect until (a) the Note is paid in full and all other Obligations are fully and completely satisfied, or (b) this Assignment is voluntarily released by Lender. If at any time payment of any amounts paid under any of the Loan Documents is rescinded or must otherwise be restored or returned by Lender upon the insolvency, bankruptcy or reorganization of Borrower or under any other circumstances, this Assignment shall continue to be effective or shall (if previously terminated) be reinstated, as the case may be, as if such payment had not been made, notwithstanding the release of this Assignment of public record. No judgment or decree which may be entered on any debt secured or intended to be secured by the Deeds of Trust or any other Loan Documents shall lessen the effect of this instrument. This Assignment shall remain in full effect during the pendency of any foreclosure proceedings under the Deeds of Trust or any of the other Loan Documents, both before and after sale, until the issuance of a deed to the foreclosure sale purchaser.

3. Rights of Borrower Prior to Default. As of execution of this Assignment and until Lender notifies Borrower or other parties as provided below, Lender elects not to exercise any rights under the Contracts. Rather, Lender agrees that Borrower may exercise all such rights. However, if a default occurs in the making of any payments due under the Loan Documents or such other Event of Default (as that term is defined in the Note or the Loan Documents) occurs, then Lender shall have the rights specified below.

4. Borrower's Covenants. Borrower covenants and agrees as follows:

4.1. Lender shall not in any way be responsible for the performance of any obligations of Borrower under the Contracts, or for any failure to do any or all of the actions for which rights, interests, powers and authority are herein granted. Borrower will make no claim against Lender respecting the Contracts and shall defend and indemnify Lender against any claims by third parties against Lender alleging any liability of Lender for any of the matters described in this Section 4.1. The failure of Lender to take any of the actions or exercise any of the rights, interest, powers and/or authority granted to Lender hereunder, shall not be construed

to be a waiver of any of the rights, interest, powers, or authority granted to Lender hereunder.

4.2. Borrower will execute upon the request of Lender any and all further documents, assignments or instruments which Lender deems appropriate or necessary to evidence or effectuate this Assignment or grant or confirm the right and authority assigned to Lender hereunder.

4.3. During the term of this Assignment, Borrower will not cancel or terminate any of the Contracts, amend or modify any terms of the Contracts, other than in the ordinary course of business, without the written consent of Lender, which shall not be unreasonably withheld.

4.4. Borrower specifically gives its consent and authorization to any court of competent jurisdiction to issue, by ex parte hearing, such order or orders as may be appropriate or necessary to enforce the terms of this Assignment, granting to Lender such powers, orders or authority as Lender shall need or desire to enforce this Assignment. Any such court is directed not to require any bond of Lender, the parties agreeing that time is of the essence to protect the interests of Lender and Borrower.

4.5. Borrower will, at Borrower's sole cost and expense, appear in and defend any action growing out of or in any manner connected with any of the Contracts or any of the obligations or liabilities of the Borrower or any persons in connection therewith.

4.6. Borrower will fulfill and perform each and every obligation which is incumbent upon Borrower under the Contracts.

4.7. In the ordinary course of business Borrower will enforce, at its sole cost and expense, short of termination of the Contracts, the performance or observance of each and every covenant and condition required of the other contracting party under the Contracts.

5. Representations and Warranties; Additional Covenants. Borrower makes the following representations and warranties to Lender, and enters into the following additional covenants, with the intention and expectation that Lender will rely upon the same in entering into this Assignment:

5.1. Borrower knows of no present material defaults in the performance of any of the terms and conditions contained in the Contracts, which would substantially affect the operation of the Property.

5.2. Borrower has not executed any prior assignments of any of the Contracts, and will not in the future execute any assignments of the same, other than this Assignment.

5.3. Borrower has not performed any acts or executed any other documents, and will not take any action or execute any other documents, which might prevent, limit or restrict Lender from enforcing any of the terms or conditions of this Assignment, exercising any of its rights or remedies hereunder, or functioning as the successor to Borrower under the Contracts.

6. Events of Default. An event of default shall exist under this Assignment upon the happening of any one or more of the following events (each an "Event of Default"):

6.1. Failure of Borrower to pay any principal of, interest on or other amount due under the Note when the same is due, whether at maturity, by acceleration or otherwise.

6.2. An Event of Default, as defined in the Note or any other Loan Document, occurs.

7. Lender's Remedies Upon Default.

7.1. Upon the occurrence of an Event of Default as defined above, Borrower's right to enjoy the privileges under the Contracts shall immediately terminate, and Lender's rights under the assignments created by this Assignment shall become fully effective. Lender will have the right at its option to enforce and to exercise any or all of its rights under this Assignment or otherwise, but Borrower expressly agrees that Lender's exercise of any rights hereunder shall not be a prerequisite or precondition to the full effectiveness and enforceability of Lender's rights hereunder.

7.2. In such event, and upon Lender's election, Borrower shall deliver to Lender all of the Contracts. Any oral Contracts shall be described in a writing delivered by Borrower to Lender.

7.3. Lender, at its option, and without any notice whatsoever to Borrower, shall have the right and is hereby authorized to: (a) notify the other party to the Contracts that Lender is exercising its rights under this Assignment; (b) take such further action as may be appropriate or necessary to take its position as the assignee of Borrower's rights under the Contracts; (c) sue to enforce the performance of the Contracts in the name of Borrower or Lender; (d) delegate any and all rights and powers given to Lender by this Assignment; (e) have a receiver appointed; and (f) use such measures, legal or equitable, as in its sole discretion may

carry out and effectuate the provisions of this Assignment. All such actions shall be taken at the sole expense of the Borrower, who agrees to reimburse Lender for all amounts expended, together with interest thereon from the date of expenditure at the default rate stated in the Note, upon demand.

8. Instructions to Other Contracting Parties. This Assignment constitutes an express direction and full authority to any other party to the Contracts to render any performance directly to Lender, upon Lender's request. No proof of default shall be required. Any such other contracting party is hereby irrevocably authorized to rely upon and comply with any notice or demand by the Lender for the rendering of any performance to the Lender under any of the Contracts. The other contracting party shall not be liable to Borrower, or any person claiming under Borrower, for rendering any performance to Lender. The other contracting party shall have no obligation or right to inquire whether any default has actually occurred or is then existing. By its execution of this Assignment, Borrower irrevocably joins in, consents to and makes and delivers the above instructions to all of the other parties under the Contracts.

9. Lender as Agent. Lender is and will be acting solely as an agent of Borrower in taking any actions in connection with the Contracts. Lender assumes no responsibility or liability in any other capacity. Lender shall not be obligated to perform any obligation or duty, or discharge any liability under any of the Contracts, or under or by reason of this Assignment.

10. Remedies Cumulative. The remedies provided in this Assignment and in the other Loan Documents are cumulative and not mutually exclusive. The remedies can be exercised successively or concurrently, as many times as and whenever the occasion may arise, and the exercise of any one or more remedies shall not be a waiver of or preclude the exercise of any one or more remedies at the same or any later time for the same or any later default.

11. Liability of Lender.

11.1. In Lender's exercise of the powers granted Lender by this Assignment, no liability shall be asserted or enforced against Lender, and Borrower expressly waives and releases Lender from all such liability.

11.2. Lender shall not be responsible for any failure to perform any covenants in any of the Contracts, either before or after the exercise of any assignments or remedies contained in this Assignment.

11.3. In accepting the assignments herein described, and in exercising any of the remedies provided herein or taking

any of the actions which are authorized herein, Lender will be acting solely and exclusively as agent for Borrower in attempting to realize the maximum return from the Property and in attempting to obtain payment to Lender of the amounts which Lender is to receive pursuant to the Note. The parties acknowledge that in so doing, Lender will not be or be deemed to be an "owner" or "operator" of the Property under any environmental statute, law, regulation or ordinance, and will not be assuming any obligations of Borrower to fully comply with all such statutes, laws, regulations or ordinances, as more particularly described in the Deed of Trust. Borrower will specifically defend and indemnify Lender against any such liability, cost, loss or expense.

12. Indemnity.

12.1. Borrower agrees to defend and indemnify the Lender from and against any and all liability, loss, damage and expenses (including all attorney's fees and expenses) which Lender may or might incur under any of the Contracts, or under or by reason of this Assignment, from any violation of law for which Borrower is responsible and from any and all claims and demands whatsoever which may be asserted against the Lender in connection with the Property or respecting any alleged obligations or undertakings to perform or discharge any terms, covenants or agreements contained in any of the Contracts, except for loss or demand resulting from willful or negligent actions of Lender. This indemnity shall include specifically but, without limitation, an indemnity against any of the matters described in Section 11 above.

12.2. Should Lender incur any such liability, loss or damage, the payment, the amount thereof, including costs, expenses and attorneys' fees, with interest from the date the cost or loss is incurred, at the Default Rate stated in the Note, shall be secured by this Assignment and by the other Loan Documents. Borrower shall pay all such amounts immediately upon demand.

13. Bankruptcy.

13.1. The parties agree that Borrower has substantial duties of performance apart from its mere financial obligations under this Assignment, the Note, and other Loan Documents, and that parties other than the Borrower could not adequately and fully perform the covenants to be performed by Borrower in this Assignment. The parties also agree that this Assignment is an agreement for the making of loans and for the extending of debt financing or financial accommodations. No assumption of or assignment of this Assignment shall be allowed in bankruptcy. Should an assumption of or assignment of this Assignment be permitted in violation of this covenant,

the parties agree that Lender will not have adequate assurance of performance unless and until Lender is allowed access to adequate financial and other information to satisfy itself that the trustee or proposed assignee is fully able to assume the financial and personal covenants of Borrower under this Assignment, in full accordance with its terms, and that sufficient collateral is pledged and sufficient bonds or letters of credit are posted by the bankruptcy trustee or proposed assignee to guarantee performance of such obligations. The parties further agree that the definition of the term "adequate assurance" as set forth in Section 365(b) (3) of the Bankruptcy Code of 1978, as amended, shall be applicable directly or by analogy to any determination of adequate assurance in connection with this Assignment.

13.2. In the event of Borrower's bankruptcy, the debtor in possession or trustee shall not be permitted to use, sell or lease the Property, Leases, Contracts, Rents or Profits, whether or not in the ordinary course of business, without providing adequate protection to Lender. The parties agree that the language in Section 361 of the Bankruptcy Code of 1978, as amended, shall be the exclusive definition of the term "adequate protection" in connection with any use or enforcement of the Contracts. The cash payment referred to in that section shall mean the full payment required under the Note and all other Obligations and other instruments of indebtedness which this Assignment secures, plus payment representing the full replacement value of the Contracts; the replacement liens referred to in that section shall mean liens on property the actual market value of which is equal to or greater than the replacement cost of the Contracts; and the term "indubitable equivalent" as used in that section shall mean protection afforded by either grants of administrative expense priority, grants to Lender of ownership interests in a continuing business surviving the bankruptcy, or grants to Lender of protected securities issued by a continuing business surviving the bankruptcy which completely compensate Lender for the loss of the present value (computed at the then market rate of interest for commercial loans) of its interest in the Contracts. For purposes of computation, the value of the Contracts is deemed to be the replacement cost.

13.3. The parties agree that because of the extreme financial importance to Lender of this transaction, and because of the nature of the Contracts, and the likelihood that their value will quickly decrease over time, Lender will be irreparably harmed by any stay of its collection efforts or the exercise of its remedies under this Assignment.

13.4. The parties agree that in the event a plan of reorganization is proposed under Chapter 11 of the Bankruptcy Code of 1978, as amended, the plan will be fair and equitable

to Lender, as a secured creditor, only if Lender realizes under the plan the indubitable equivalent of its interests in the Contracts. The term "indubitable equivalent" in such context shall have the same meaning as that given in Section 13.2 of this Assignment.

14. Waiver of Jury Trial. To the extent permitted by law, Borrower and Lender hereby irrevocably waive all rights to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Assignment or any of the Loan Documents.

15. Miscellaneous. This Assignment shall be binding upon Borrower and its heirs, successors and assigns and shall inure to the benefit of Lender and its successors, transferees and assigns, and all parties who may become holders of the Note. This Assignment is made and executed under and shall in all respects be governed and enforced by and construed in accordance with the internal laws of the State of Nebraska, including without limitation matters of construction, validity and performance. In the event any terms or provisions of this Assignment are held invalid or unenforceable, the remaining terms and conditions of this Assignment shall continue to be fully enforceable without change, and this Assignment shall be interpreted as if the invalid or unenforceable provision had not been a part hereof.

IN WITNESS WHEREOF, Borrower and Lender have executed or caused this Assignment to be executed by their duly authorized agents as of the day and year first above written.

BORROWER:

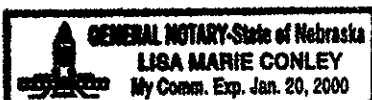
GRACE UNIVERSITY (f/n/a GRACE COLLEGE OF THE BIBLE), a Nebraska non-profit corporation

Wm R. Egan
V.P. BUSINESS & FINANCE By: *Paul F. Albend*
Title: PRESIDENT

LENDER:

AMERICAN NATIONAL BANK,
a national banking association

By: *John Beecher*
Title: VP



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Lisa M. Conley
NOTICE: ERROR HAS BEEN FOUND INASMUCH AS: no notary stamp for the acknowledgement of the Grace University, only notary's signature is present.

EXHIBIT "A"

LEGAL DESCRIPTION

24-12740

25-41

Lots ~~1 to 6~~, Block 3, and Lots ~~1 to 6~~, Block 4, Forest Hill Addition, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.

-and-

The South 180 feet of the West 1500 Feet of the South Half of the Northwest Quarter and the West 1500 feet of the North Half of the Southwest Quarter, all in Section 33, Township 13 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska.

~~33-13-11~~