

11118

AMENDMENT OF LEASE AGREEMENT

This Agreement made this 22nd day of December, 1982 is by and between Dorothy C. Heumann, as assignee of Northeast Investment Company, hereinafter called "Landlord" and James Michael Barker, as assignee of Clayton Drake and Leslie Hansen, hereinafter called "Tenant."

On the 4th day of June, 1975 the original landlord and the original tenant entered into a lease agreement on the following property to-wit:

The North 142 Feet of Lot 1, Block One, Amos Subdivision, except the North 7 Feet Thereof;

The North 142 Feet of the former O.L. & B. Railroad Right-of-Way, as measured by a line parallel to and 142 Feet South of the South Line of Holdrege Street, except the North 7 Feet Thereof;

Lot 1, Block 1, Cone's Subdivision, except the North 7 Feet Thereof and except the West 69 Feet of the South 20 Feet Thereof;

The North 40 Feet of Lot 2, Block 1, Cone's Subdivision.

In consideration of mutual acceptance of the other's position as assignee of the original parties, and in consideration of the assistance given to James Michael Barker in concluding his transactions with the original tenants of the contract signed on the 4th day of June, 1975 between the assignors of the present parties, the said lease agreement shall be amended as follows:

1. That the fifth paragraph of paragraph 1. "Lease of Property" presently reads as follows:

"Landlord agrees not to rent or permit a similar type of food service establishment in East Campus Square Development."

and shall be amended to read as follows:

"Landlord hereby agrees that she will not, on land she owns in the East Campus Square Development either rent to a tenant who proposes to make use of any premises within the East Campus Square Development as an American menu family food service establishment, nor permit a present tenant or any future tenant in the East Campus

1118

Square Development to alter the use of any premises leased from the landlord to provide for use thereof as an American menu family food service establishment, during the term of this lease. The parties agree that the term "American menu family food service establishment" does not include any establishment whose primary business consists of that type of food service referred to as "fast food service", such as McDonalds, Wendys, and Burger King, nor to ethnic food service establishments, and such other service establishments as are represented by the type of food service offered by the previous named entities."

The premises leased by the landlord to the tenant is by this amendment limited to the description as set forth to-wit:

The North 138.7 Feet of Lot One, Block One,
of East Campus Square Subdivision of Lincoln,
Lancaster County, Nebraska,

and excludes certain portions of the original premises leased by the document of the 4th day of June, 1975 so as to eliminate the South 60 feet of the East 100 feet of Lot 1, Block 1, East Campus Square Addition to Lincoln, Lancaster County, Nebraska, and the deleted property shall no longer be considered a part of the property included in the lease of the 4th day of June, 1975.

As a part of this amendment the landlord and tenant hereby grant to each other and to the other owners and lessees of all parcels in the East Campus Square Addition, for the benefit of any and all other owners and lessees, their respective successors, assigns, tenants, employees, agents, customers, and invitees, and the customers, employees, and invitees of such tenants, and for the benefit of each parcel belonging to the other owners and other parties as grantees, the right in common with each other of mutual nonexclusive ingress and egress by vehicular and pedestrian traffic and the right of vehicular parking upon, over and across the private roadways and designated parking areas in all of the East Campus Square Addition.

The lessee agrees to fully cooperate in the execution of any and all documents required by the City of Lincoln for planning,

zoning, or development. The lessee agrees that such restrictions and reciprocal easements, when finally adopted, shall automatically be incorporated into this amendment as though they were a part hereof at the time of the signing of this amendment.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the year and date set forth above.

LANDLORD:

Dorothy C. Heumann
Dorothy C. Heumann

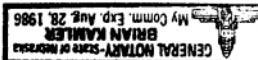
TENANT:

James Michael Barker
James Michael Barker

STATE OF NEBRASKA)
) ss
LANCASTER COUNTY)

On this _____ day of December, 1982, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Dorothy C. Heumann, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Brian Kamler
Notary Public

STATE OF NEBRASKA)
) ss
LANCASTER COUNTY)

On this 2/5 day of December, 1982, before me, the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came James Michael Barker, to me known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.



Brian Kamler
Notary Public

LANCASTER COUNTY, NEBR.

Dan Jalo
REGISTER OF DEEDS

1982 JUN 15 PH 3:55

ENTERED ON
NUMERICAL INDEX
FILED FOR RECORD AS:

11.118

misc
40-139

\$9.25