

FIRST ADDENDUM TO  
UNIVERSITY SQUARE REDEVELOPMENT AGREEMENT

This First Addendum to the University Square Redevelopment Agreement is entered into by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "City"; Commercial Federal Savings and Loan Association, a federal association ("CFSL"); Larry Price and Associates, Inc., a Nebraska corporation ("Price"); Nebraska Higher Education Loan Program, a Nebraska nonprofit corporation, and its nominee, Foundation for Educational Funding, Inc., a Nebraska nonprofit corporation (collectively "NebHelp"), Christopulos Realty, Inc., a Nebraska corporation ("CR"); Jan Eric Pusch and Beverly Elaine Pusch, husband and wife ("Pusch"); and PMK Joint venture, a Nebraska partnership ("PMK"), as of this 30 day of May, 1989.

In order to correct the original Redevelopment Agreement to reflect the full understandings and intentions of the parties, the following amendments to provisions of the University Square Redevelopment Agreement are mutually agreed to by and between the parties:

- 1. Section 101.B.11. is amended to read as follows:

City shall convey the Retail Parcel 1 to CR who shall lease said Retail Parcel 1 to Pusch. In turn, PMK shall cause the construction of approximately 10,875 net square feet of retail/commercial space thereon. City shall also convey Retail Parcel 2 to Pusch, and PMK shall cause the construction of approximately 3,625 net square feet of retail/commercial space thereon. The construction in Retail Parcel 1 and Retail Parcel 2 shall be completed at a construction value of not less than \$450,000, as shown on the Mixed-Use Facilities Schematic Drawings. PMK shall be the redeveloper specifically and solely responsible for completion of the construction described in this subparagraph.

- 2. Section 505 is amended to read as follows:

Section 505. Monthly Parking; Private Sector's Right of First Refusal.

So long as the Parking Garage is in operation, the Private Sector shall have the following rights of first refusal to lease, for the use with private parcels on Block 39, parking permits at the then current monthly rates:

- |   |     |
|---|-----|
| A. The record owner of CFSL Building    | 90  |
| B. The record owner of NebHelp Building | 145 |
| C. The record owner of University Tower | 66  |

Such right of first refusal may be exercised by each or any of the Private Sector, or their successors and assigns which touch and concern Block 39,

subject to availability of monthly parking permits at the time of the exercise of such right, it being understood that the City shall not be required at any time to issue more than 301 permits in the parking garage for monthly parking; provided however, that the City, through its Director of Transportation or other official as designated by the Mayor, may, upon the request of the Private Sector, approve an assignment of some or all of such rights of first refusal to an entity located within 300 feet of Block 39 or involved in an activity related to the activities of the Private Sector for the amounts of parking described above.

Except as stated herein, the rights granted to the Private Sector under this Section shall be similar to the monthly parking rights granted to monthly parkers in other City garages. However, in the event the Private Sector does not initially exercise all of the 301 first rights, the balance may be exercised by the Private Sector at any time by placing its rights at the top of a waiting list, if any, compiled by the City. The Private Sector and the City agree that the sixty-six (66) stalls for University Towers or its successors and assigns are for Residential Parking and shall be marked "Residential Parking" as needed based upon the timing of sales of individual condominium units in University Towers. However, the City shall not enforce any such restriction.

Except for Residential Parking, monthly parking spaces will not be assigned within the Parking Garage by the City, but the City may, at its option, segregate the location of those spaces devoted primarily to monthly parking from those devoted primarily to hourly parking and the City may designate the most convenient spaces or areas for hourly parking.

3. Section 707.M. is amended to read as follows:

A nonexclusive easement for the benefit of and appurtenant to Lots 4 and 5 on and through Lot 3 for the purpose of storing trash receptacles and air-handling equipment under an entrance/exit ramp (such area to be included in the Mixed-Use Facility Construction Documents) and for ingress and egress for the purpose of removing the trash so stored. All architectural fees and added construction costs required to locate a trash storage area under the entrance/exit ramp shall be the responsibility of and be paid by PMK prior to the initiation of the change order for such change. The trash area in Lot 3 shall be totally enclosed at the sole cost and expense of the owner or operator of the improvements on Lots 4 and 5. The owner or operator of Lots 4 and 5 shall have an easement for and be obligated to maintain said trash area. Such

easements shall be used in the least disruptive manner to the improvements on Lot 3, and subject to and in compliance with all security precautions of the owner or operator of the improvements on Lot 3. In using the easements for such purposes, the owner or operator of the improvements on Lots 4 and 5 shall not leave any litter or other trash, not stored in trash receptacles, on Lot 3 and shall not damage the improvements on Lot 3, and in the event of any damage shall promptly cause the same to be repaired at no cost or expense to the City.

4. Section 707.CC. is amended to read as follows:

A nonexclusive easement for the benefit of Lot 4 from Lot 3 four feet (4') west of the south twenty feet (20') of the west line of Lot 4 for use as an emergency exit and trash removal purposes and to enable Lot 4 to meet the building requirements of the Uniform Building Code.

5. Section 707.DD. is amended to read as follows:

A nonexclusive easement for the benefit of Lot 4 from Lot 3 four feet south of the south wall of Lot 4 for use as an emergency exit through Lot 3 to enable Lot 4 to meet the building requirements of the Uniform Building Code.

6. Sections 707.EE. and 707.FF. are deleted in their entirety.

7. The parties agree that all other terms and conditions of said Redevelopment Agreement shall remain in full force and effect except as specifically amended by this Addendum or future amendment.

8. The definition of "CFSL Building" in paragraph 6 of the recitals is amended to read as follows:

"CFSL" Building" - Following the filing of the plat of the University Square Addition, the CFSL Building shall be that structure located on that part of Lot 10 east of a north-south line commencing at a point 75.51 feet east of the northwest corner of Lot 7, running south to a point 75.53 feet east of the southwest corner of Lot 7, and Lot 11, Block 39, Original Plat and Lot 6, University Square Addition, Lincoln, Lancaster County, Nebraska owned by CFSL.

ATTEST:

  
City Clerk

"City"  
CITY OF LINCOLN, NEBRASKA  
A Municipal Corporation

  
Mayor

"CFSL"

COMMERCIAL FEDERAL SAVINGS  
AND LOAN ASSOCIATION

BY: Robert M. Williams  
First Vice President

"Price"

LARRY PRICE & ASSOCIATES

BY: L. Price  
Larry Price, President

"NebHelp"

NEBRASKA HIGHER EDUCATION  
LOAN PROGRAM, INC. and its  
nominee, Foundation for Edu-  
cational Funding, Inc.

BY: Guy L. Saunders  
Guy L. Saunders, President

"CR"

CHRISTOPULOS REALTY, INC.

BY: George Christy  
George Christy, President

"Pusch"

BY: \_\_\_\_\_  
Jan Eric Pusch

BY: \_\_\_\_\_  
Beverly Elaine Pusch

"PMK"

PMK JOINT VENTURE

BY: \_\_\_\_\_  
Jan Eric Pusch

BY: \_\_\_\_\_  
Jerry E. Kelley

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 1989, by Bill Harris, Mayor of the City of Lincoln, Nebraska.



Cheryl Eno  
Notary Public

~~"CFSL"~~  
COMMERCIAL FEDERAL SAVINGS AND  
LOAN ASSOCIATION

BY: \_\_\_\_\_  
Richard Fitzgerald  
First Vice President

"Price"  
LARRY PRICE & ASSOCIATES

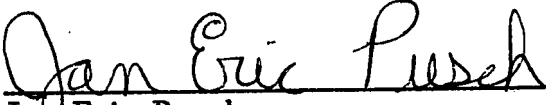
BY: \_\_\_\_\_  
Larry Price, President

"NebHelp"  
NEBRASKA HIGHER EDUCATION LOAN  
PROGRAM, INC. and its nominee,  
Foundation for Educational  
Funding, Inc.


BY: \_\_\_\_\_  
Guy L. Saunders, President

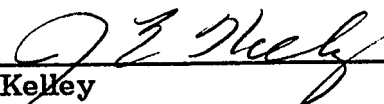
"CR"  
CHRISTOPULOS REALTY, INC.

BY: \_\_\_\_\_  
George Christy, President

"Pusch"  
  
\_\_\_\_\_  
Jan Eric Pusch

  
\_\_\_\_\_  
Beverly Elaine Pusch

"PMK"  
PMK JOINT VENTURE  
  
\_\_\_\_\_  
Jan Eric Pusch

  
\_\_\_\_\_  
Jerry E. Kelley

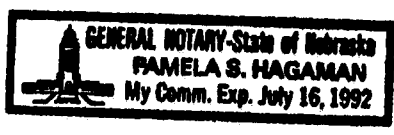
STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by Bill Harris, Mayor of the City of Lincoln, Nebraska.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

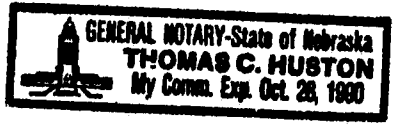
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 1989, by Robert M. Williams, First Vice President of Commercial Federal Savings and Loan Association, a federal association, on behalf of the association.



Pamela S. Hagaman  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

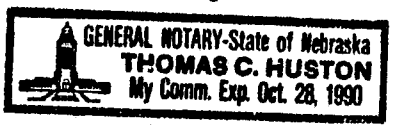
The foregoing instrument was acknowledged before me this 30 day of May, 1989, by Larry Price, President of Larry Price & Associates, a Nebraska corporation, on behalf of the corporation.



Thomas C. Huston  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this 30 day of May, 1989, by Guy L. Saunders, as President of Nebraska Higher Education Loan Program, Inc., a Nebraska nonprofit corporation and of its nominee Foundation for Educational Funding, Inc., a Nebraska nonprofit corporation, on behalf of the corporation.



Thomas C. Huston  
Notary Public

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Adams )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of May, 1989, by George Christy, President of Christopulos Realty, Inc., a Nebraska corporation, on behalf of the corporation.

Linda L. Olson  
Notary Public

My Commission Expires November 3, 1990

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 1989, by Jan Eric Pusch, an individual, on behalf of himself.

\_\_\_\_\_  
Notary Public

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STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1989, by Beverly Elaine Pusch, an individual, on behalf of herself.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1989, Jan Eric Pusch, a general partner of PMK Joint Venture, a Nebraska Partnership.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1989, by Jerry E. Kelley, a general partner of PMK Joint Venture, a Nebraska Partnership.

\_\_\_\_\_  
Notary Public

TCH/Adden2

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by Richard Fitzgerald, First Vice President of Commercial Federal Savings and Loan Association, a federal association, on behalf of the association.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by Larry Price, President of Larry Price & Associates, a Nebraska corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by Guy L. Saunders, as President of Nebraska Higher Education Loan Program, Inc., a Nebraska nonprofit corporation and of its nominee Foundation for Educational Funding, Inc, a Nebraska nonprofit corporation, on behalf of the corporations.

\_\_\_\_\_  
Notary Public

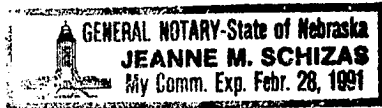
STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by George Christy, President of Christopulos Realty, Inc., a Nebraska corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF ~~LANCASTER~~ )

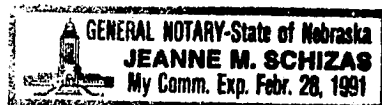
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 1989, by Jan Eric Pusch, an individual, on behalf of himself.



Jeanne M. Schizas  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF ~~LANCASTER~~ )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 1989, by Beverly Elaine Pusch, an individual, on behalf of herself.



Jeanne M. Schizas  
Notary Public



