

UNIVERSITY SQUARE
CONSTRUCTION AND OPERATING AGREEMENT
(Skywalk and Outlot A)

This Agreement entered into by and between Nebraska Higher Education Loan Program, Inc., a Nebraska nonprofit corporation, and its nominee Foundation for Educational Funding, Inc., a Nebraska nonprofit corporation (collectively "NebHelp"); Commercial Federal Savings and Loan Association, a federal association ("CFSL"); and Larry Price & Associates, Inc., a Nebraska corporation ("Price"), (NebHelp, CFSL, and Price hereafter collectively referred to as the "Private Sector").

RECITALS

A. NebHelp is the owner of the fee interest of that certain tract of land and the structure constructed thereon described as:

Lots 7, 8, 9, and all of that part of Lot 10 situated west 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, Block 39, Original Plat, Lincoln, Lancaster County, Nebraska ("NebHelp Building").

B. CFSL is the owner of the fee interest in that certain tract of land and the structure constructed thereon described as:

All of that part of Lot 10 situated 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 Lots 11 and 12, Block 39, Original Plat, Lincoln, Lancaster County, Nebraska ("CFSL Building").

C. Price is the owner of the fee interest in that certain tract of land and the structure constructed thereon (except for individual condominium units sold to third-party owners) described as:

University Towers Condominium Property Regime, as filed with the Register of Deeds of Lancaster County, on May 7, 1986, as Instrument No. 86-12905, located on property formerly known as Lots 4, 5, and 6, Block 39, Original Plat, Lincoln, Lancaster County, Nebraska ("University Towers").

D. The Private Sector shall cooperate in the establishment, construction, reconstruction, use, operation, and maintenance of a skywalk for the movement of pedestrians above the street level between their said real properties located on Block 39, Original Plat, Lincoln, Lancaster County, Nebraska, and the Mixed-Use

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Facility located on Lots 1-5, University Square Addition, a Replat of Block 39, Original Plat, Lincoln, Lancaster County, Nebraska ("Parking Garage").

E. The plan for the proposed location of the Skywalk between the Private Sector's buildings is shown on the architectural schematic drawing as prepared by The Clark-Enersen Partners, dated November 18, 1988, on file in the office of the City Clerk, Third Floor, County-City Building, 555 South 10th Street, Lincoln, Nebraska 68508, and the plan is hereby incorporated by this reference. For the purposes of this Agreement, when the term "University Square Skywalk" is used, it shall mean the Skywalk corridor over the vacated alley in Block 39, now known as Outlot A, University Square Addition, a Replat of Block 39, Original Plat, Lincoln, Lancaster County, Nebraska.

F. It is the Private Sector's desire that this Agreement provide for the construction, reconstruction, operation, maintenance, and repair of University Square Skywalk in an efficient and equitable manner.

G. Pursuant to a petition to vacate the west half of the east-west alley located on Block 39 presented by the Private Sector, the City of Lincoln, Nebraska (the "City") has vacated the west half of the east-west alley without reserving title. The City and the Private Sector will replat the west half of the alley as Outlot A, University Square Addition, Lincoln, Lancaster County, Nebraska ("Outlot A") and convey to the City a nonexclusive ground-level public pedestrian easement and temporary construction and utility easement over Outlot A and a nonexclusive underground utility easement under Outlot A. Title in Outlot A shall be held by CFSL as nominee for the Private Sector as tenants in common and shall run with the ownership of University Towers, NebHelp Building, and CFSL Building in the following percentages:

University Towers	50%
NebHelp Building	25%
CFSL Building	25%

H. It is the Private Sector's desire that this Agreement provide for the maintenance and repair of Outlot A in an efficient and equitable manner.

I. Commercial Federal Corporation, a Nebraska corporation, Price and NebHelp have previously executed the Centerpointe Joint Venture Agreement, dated the 18th day of July, 1988, and said parties desire to supersede that Agreement with the execution of this University Square Construction and Operating Agreement.

SECTION 1

TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the date this Agreement is executed by the Private Sector for the useful life of the Parking Garage.

SECTION 2

CONSTRUCTION OF SKYWALK SYSTEM

As soon as reasonably possible, the following actions shall be taken toward construction of the University Square Skywalk:

(a) NebHelp, at its cost and expense, including architectural fees, shall provide and construct a door and passageway to connect the NebHelp Building with the University Square Skywalk between the NebHelp Building and the Parking Garage. The door and passageway will be located in the NebHelp Building and will be constructed in substantial accordance with the plans and specifications therefor, which shall have been approved by the Private Sector.

(b) CFSL, at its cost and expense, including architectural fees, shall provide and construct a door and passageway to connect the CFSL Building with the University Square Skywalk between CFSL Building and the Parking Garage. The door and passageway will be located in the CFSL Building and will be constructed in substantial accordance with the plans and specifications therefor, which shall have been approved by the Private Sector.

(c) Price, at its cost and expense, including architectural fees, shall provide and construct a door and passageway to connect University Towers with the University Square Skywalk between University Towers and the Parking Garage. The door and passageway will be located in University Towers and will be constructed in substantial accordance with the plans and

specifications therefor, which shall have been approved by the Private Sector.

(d) The Private Sector shall cause those parts of the University Square Skywalk designated as the corridor over Outlot A to be constructed in substantial accordance with plans and specifications therefor, which shall have been approved by the Private Sector. The cost and expenses, including architectural fees, of constructing the University Square Skywalk shall be apportioned by and to the Private Sector as provided in Section 6.

SECTION 3

ARCHITECTURAL SERVICES

The Private Sector agrees that the firm of The Clark-Enersen Partners of Lincoln, Nebraska, hereafter referred to as the "Architect", shall be retained under such separate and reasonable architectural services agreement with the Private Sector as shall be necessary in order for the Architect to perform required architectural services in connection with design and construction of the University Square Skywalk. The cost of architectural services in connection with design and construction of the University Square Skywalk shall be paid by the Private Sector and included in the costs to be apportioned to the Private Sector as provided in Section 6. The Architect, as part of its services, shall further be given the responsibility to coordinate the design and construction of the University Square Skywalk by the Private Sector in order to assure that construction is accomplished in an efficient manner and in accordance with the plans and specifications approved by the parties.

SECTION 4

EASEMENT IN SKYWALK SPACE

(a) NebHelp, CFSL, and Price hereby grant to each other and their successors, agents, employees, and invitees, the right and easement to construct, connect, support, operate, repair, maintain, and use that part of the University Square Skywalk located on their respective properties as a private pedestrian walkway during the continuance of this Agreement.

(b) NebHelp, CFSL, and Price hereby grant to each other a temporary construction easement to use and temporarily occupy during the construction of the University Square Skywalk and appurtenances thereto for the accommodation of construction equipment, construction activity, and materials over and across Outlot A, NebHelp Building, CFSL Building, and University Towers. The grant of the construction easement shall be at no cost to any party and shall terminate upon completion of the University Square Skywalk, final inspection, and acceptance thereof by the parties.

(c) NebHelp, CFSL, and Price, as owners of Outlot A, hereby grant to each other, their successors, agents, employees, and invitees, the right and easement to maintain and use that part of the University Square Skywalk located in the air space above Outlot A, University Square Addition, as a private pedestrian walkway during the continuance of this Agreement.

(d) NebHelp, CFSL, and Price hereby grant to the City of Lincoln, d/b/a Lincoln Electric System, a nonexclusive easement within the University Square Skywalk for the purpose of installing and maintaining such meters and utility conduits as may be required in connection with providing electric service to the Skywalk. The installation shall be implemented in accordance with the construction documents prepared by the Architects for the Mixed-Use Facility. The maintenance shall be undertaken, to the extent reasonably practical, in the least disruptive manner with respect to the use and improvements of the University Square Skywalk, and such improvements shall promptly be restored to their original condition at no cost to NebHelp, CFSL, and Price.

(e) NebHelp, CFSL, and Price hereby grant to Minnegasco a nonexclusive easement within the University Square Skywalk for the purpose of installing and maintaining such meters and utility conduits as may be required in connection with gas service to the University Square Skywalk, it being expressly understood that the utility conduits on the customer side of the meters shall be owned and maintained by NebHelp, CFSL, and Price. The installation shall be implemented in accordance with the

construction documents prepared by the Architects for the Mixed-Use Facility. The maintenance shall be undertaken, to the extent reasonably practical, in the least disruptive manner with respect to the use and improvements of the University Square Skywalk, and such improvements shall be promptly restored to their original condition at no cost to NebHelp, CFSL, and Price.

SECTION 5

USE OF SKYWALK

From and after the date the University Square Skywalk is substantially complete, it shall be used by the Private Sector, their successors, agents, employees, and invitees, as a private pedestrian walkway subject to the terms and conditions of this Agreement.

SECTION 6

METHOD OF APPORTIONMENT

The Private Sector agree that all costs and expenses, including architectural fees as provided in Section 3, in connection with the construction of the University Square Skywalk as provided in Section 2, shall be apportioned against the following described real properties which the Private Sector agree reasonably reflects the proportionate benefits received by each described parcel of real property resulting from such Skywalk improvements:

<u>Percentage of Total Costs and Expenses to be Apportioned</u>	<u>Land to be Subject To Apportionment</u>
80%	NebHelp Building
10%	CFSL Building
10%	University Towers

SECTION 7

TITLE OF OUTLOT A

Following the vacation of the west half of the east-west alley on Block 39, the east half of Block 39, Original Plat, will be replatted as University Square Addition and the west half of the alley will be replatted as Outlot A. Outlot A is subject to a nonexclusive ground level public pedestrian easement, and temporary construction and temporary utility easement, and a

nonexclusive underground utility easement in favor of the City. Title to Outlot A shall be held by the Private Sector as tenants in common and shall run with the ownership of University Towers, NebHelp Building, and CFSL Building in the following percentages:

University Towers	50%
NebHelp Building	25%
CFSL Building	25%

To facilitate the maintenance and repair of Outlot A and for the purpose of preventing partition of Outlot A, title to Outlot A shall be conveyed to and be held by CFSL, as nominee for the CFSL, NebHelp, and Price.

SECTION 8

PARTY RESPONSIBLE FOR MAINTENANCE OF SKYWALK AND OUTLOT A

(a) After the construction of the University Square Skywalk is completed, CFSL or its successor in interest shall be responsible for the maintenance, minor repairs, and cleaning of the University Square Skywalk and Outlot A, the same to be done in a good and workmanlike manner in accordance with all laws, ordinances, rules, and regulations of any governmental authority applicable thereto. Such responsibility shall include, without limitation, paying all bonding fees, insurance premiums, common utility costs, and other charges arising out of or incidental to the maintenance and operation of the University Square Skywalk and Outlot A.

Not later than sixty (60) days before the completion of the University Square Skywalk and not later than sixty (60) days before the first day of each calendar year thereafter, CFSL shall prepare and furnish to Price and NebHelp a budget ("Budget") covering the estimated costs of maintaining, repairing, and cleaning the University Square Skywalk and Outlot A, including also, without limitation, the cost of usual repairs and maintenance, bonding fees, insurance premiums, and common utility expenses during the next ensuing calendar year (the first budget shall cover the remaining period of the then current calendar year). The Budget will, in each instance, stand as submitted by CFSL, unless Price and/or NebHelp within thirty days (30) days after receipt thereof makes an objection to such Budget in

writing to CFSL. Within thirty days (30) days after receipt of any such objection, CFSL, Price, and NebHelp shall meet for the purpose of discussion of the Budget. The Budget will thereafter be confirmed as submitted by CFSL or as modified by agreement of the Private Sector.

Price and NebHelp shall each pay to CFSL on the first day of January, April, July, and October of each year an amount equal to one-fourth (1/4) of its proportionate share of the costs of maintaining, repairing, and cleaning the University Square Skywalk and Outlot A, as such costs are estimated in the Budget and apportioned in accordance with the cost sharing percentages provided in Section 16.

Within thirty (30) days after the close of the first, second, and third calendar quarters of each calendar year, CFSL shall deliver to Price and NebHelp an itemized statement of the actual costs of operating, maintaining, and repairing the University Square Skywalk and Outlot A for the current year up to the close of each such calendar quarter. Within thirty (30) days after the close of each calendar year, CFSL shall submit to Price and NebHelp an itemized statement of the actual costs of maintaining, repairing, and cleaning the University Square Skywalk and Outlot A during the preceding calendar year, and promptly after such submission a cost adjustment shall be made by CFSL and each Private Sector party shall pay its proportionate percentage share of such costs in accordance with the cost sharing percentages provided in Section 16.

For the purposes of this Agreement, "usual repairs" shall be those repairs the costs of which are included in the then current Budget approved in accordance with the provisions of this section, and "unusual repairs" shall include all other repairs. No unusual repairs, except those made under emergency conditions, shall be made until approved by each Private Sector party.

CFSL shall keep and maintain a separate and accurate set of books and records for the operation, maintenance, repair, and cleaning of the University Square Skywalk and Outlot A, which books and records shall be made available to inspection by Price

and NebHelp after receipt of reasonable written notice requesting the same.

The Private Sector may agree to relieve CFSL or any successor of CFSL from the maintenance, repair, and cleaning responsibilities under this subsection, and designate a new party to perform such responsibilities in accordance with the provisions of this Agreement. The City shall be given written notice of the designation of any new party to perform such maintenance, repair, and cleaning responsibilities.

CFSL or any other party performing the maintenance, repair, and cleaning responsibilities under this subsection shall provide adequate worker's compensation insurance for all labor contracted or otherwise provided in performing such maintenance, repair, and cleaning responsibilities as required by the Nebraska Worker's Compensation Law. A certificate or certificates of such insurance shall be provided to each Private Sector by CFSL. All such policies of insurance and the certificates therefor shall provide that such insurance cannot be cancelled until after thirty (30) days written notice of such cancellation shall have been provided to each Private Sector.

(b) NebHelp, CFSL, and Price shall maintain, repair, and clean, at their sole cost and expense and in a good and workmanlike manner, the door and passageway located on their respective properties connecting those properties with the Skywalk corridor.

SECTION 9

PUBLIC LIABILITY INSURANCE

(a) CFSL as nominee for the Private Sector shall obtain liability insurance for the University Square Skywalk, including the corridor and easements thereof, and Outlot A with a reliable insurance company or companies authorized to do business in the State of Nebraska, in the minimum aggregate amount of One Million Dollars (\$1,000,000) against the hazards of injury or damage to persons or property. The policy or policies of such insurance shall cover NebHelp, CFSL, and Price as named insureds, and shall provide that such insurance cannot be cancelled until after

thirty (30) days written notice of such cancellation shall have been given to all insureds.

(b) The insurance required by this section shall be secured when the construction of the University Square Skywalk has been substantially completed and shall be kept throughout the term of this Agreement.

(c) The cost of such insurance attributable to the University Square Skywalk and Outlot A shall be included in the Budget provided in Section B and charged according to the cost sharing percentages provided in Section 16.

SECTION 10

FIRE AND EXTENDED COVERAGE INSURANCE

(A) From and after the date that University Square Skywalk is substantially completed, CFSL shall keep the University Square Skywalk and Outlot A insured against loss or damage by fire, with the usual extended coverage endorsements, in an amount at least equal to eighty percent (80%) of the full replacement value thereof, excluding the cost of excavation and of foundations, piers, or other supports which are below the surface or the cellar of the various buildings. Such insurance shall name CFSL, Price, and NebHelp as insureds as their interest may appear. Such insurance shall be written by an insurance company or companies authorized to do business in the State of Nebraska, and shall include a provision that it shall not be invalidated should any named insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property covered by such insurance. All policies of insurance and certificates therefor required by this section shall provide that such insurance cannot be cancelled until after thirty (30) days written notice of such cancellation shall have been given to all insureds.

SECTION 11

RECONSTRUCTION OF SKYWALK

In the event any part of the University Square Skywalk or Outlot A shall be damaged or destroyed by fire or other casualty, CFSL shall, as soon as reasonably possible after occurrence of

any event causing such damage or destruction, cause any such part of the University Square Skywalk or Outlot A to be reconstructed, repaired, and restored to the same general condition in which it existed at the time of the occurrence of each event.

SECTION 12

UTILITY SERVICES

The Private Sector shall contract and pay for all water, gas, electricity, and other utility services required for use within the University Square Skywalk.

SECTION 13

HOURS OF OPERATION - ACCESS ROUTES

(a) The hours of operation for the University Square Skywalk shall be:

Monday through Saturday except holidays	7:30 a.m. to 6:30 p.m.
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However, Price and the individual condominium owners of University Towers shall have access to and from the parking garage 24 hours a day, seven days a week. The Private Sector may also from time to time establish additional hours of operation to accommodate the needs of the public and the business hours of the Private Sector who are operating and maintaining the University Square Skywalk. Such additional hours of operation shall be subject to the provisions of subparagraph (b) hereof.

(b) The hours of operation prescribed above shall be periodically reviewed by the parties to this Agreement and may be changed from time to time by unanimous decision of the Private Sector.

SECTION 14

DIRECTIONAL SIGNS AND GRAPHICS

During the continuance of this Agreement, the Private Sector shall jointly install and maintain within the Skywalk directional signs and graphics to give direction and information to persons using the Skywalk.

SECTION 15

APPOINTMENT OF AGENT FOR PRIVATE SECTOR

(a) The Private Sector hereby appoints and designates CFSL to act as their agent.

(b) CFSL shall keep and maintain a separate and accurate set of books and records for all funds received and disbursed under this section, and shall deliver to the Private Sector an annual written statement of all such funds received and disbursed. The books and records required to be kept under this section shall be open to inspection by the Private Sector. In the event any Private Sector party shall have been overcharged or undercharged its proportionate share of the costs and expenses provided by this Agreement, CFSL shall refund to such party the amount of any overcharge or assess such party the amount of any undercharge within thirty (30) days after discovery of the same.

SECTION 16

COST SHARING FORMULA

The Private Sector agrees that all costs and expenses in connection with the general operation, maintenance, repair, capital repairs, and cleaning (including utility costs) of the University Square Skywalk and Outlot A as provided in Section 8 shall be shared by the Private Sector in accordance with the following cost sharing formula:

<u>Private Sector</u>	<u>Percentage Share of Costs & Expenses</u>
NebHelp	25%
CFSL	25%
Price	50%

SECTION 17

DEFAULT IN PAYMENTS

If a Private Sector party fails to make any payment required by this Agreement when the same is due, the other Private Sector parties may pay on behalf of the defaulting party the amount in default to the party entitled to receive the same. Any such advance on behalf of a defaulting party shall be immediately repayable by the defaulting party without further notice of any kind and shall bear interest, from and after the date of such advance, at the rate of twenty percent (20%) per annum, but in no event in excess of the maximum interest rate permitted by applicable law, and the defaulting party shall further be liable for all costs of collection, including reasonable attorneys' fees. The Private Sector party making any such advance on behalf

of a defaulting party is hereby authorized and empowered to take such actions as may be necessary, including employment of attorneys, to commence and prosecute litigation, to effectuate the prompt collection of all amounts so in default, including all interest and attorneys' fees.

SECTION 18

WAIVER

No waiver of any default by any party to this Agreement shall be implied from any omission of any other party to take any action on account of such default if such default persists or is repeated. No expressed waiver shall affect any default other than that default specified in the expressed waiver, and that only for the time and to the extent therein stated.

SECTION 19

NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be by personal delivery or certified mail, postage prepaid and return receipt requested, to the parties to be notified at the address set forth below or at such other addresses as any party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein.

- (a) Nebraska Higher Education Loan Program, Inc., and its nominee Foundation for Educational Funding, Inc.
4732 Calvert Street
Lincoln, Nebraska 68506
Attention: President
- (b) Commercial Federal Savings and Loan Association
1314 "O" Street
Lincoln, Nebraska 68508
Attention: Branch Manager
- (c) Larry Price & Associates, Inc.
128 North 13th Street, Suite 206
Lincoln, Nebraska 68508
Attention: President

SECTION 20

GOVERNING LAW - SEVERABILITY

The laws of the State of Nebraska shall govern the validity, performance, and enforcement of this Agreement. The invalidity

and unenforceability of any provision of this Agreement shall not invalidate or impair any other provisions herein.

SECTION 21

FILING OF AGREEMENT

A fully executed counterpart original of this Agreement shall be filed of record in the office of the Register of Deeds for Lancaster County, Nebraska

SECTION 22

SECTION HEADINGS FOR CONVENIENCE ONLY

The section headings used herein are for convenience only and shall not be resorted to for purposes of interpretation or construction hereof.

SECTION 23

AMENDMENTS TO BE IN WRITING

This Agreement constitutes the complete Agreement between the parties and may be modified or amended only by a writing duly authorized and executed by all Private Sector parties and the City.

SECTION 24

PROPERTY SUBJECT TO JUDICIAL PROCESS

Anything contained in this Agreement to the contrary notwithstanding, each party to this Agreement agrees that it will look only to the interest of any Private Sector parties in the real property described in the Recitals of this Agreement for the collection of any judgment or any other judicial process requiring the payment of money by one party to another resulting from any default or breach with respect to any of the terms and provisions of this Agreement.

SECTION 25

WAIVER OF SUBROGATION

Each party to this Agreement hereby releases every other party hereto from any claim for recovery for any loss or damage to any of its property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance.

SECTION 26

PARTIES BOUND - AGREEMENT TO RUN WITH LAND

(a) The covenants, terms, and conditions of this Agreement shall be binding upon and inure to the benefit of heirs, personal representatives, lessees, sublessees, successors, and assigns of the parties hereto.

(b) The covenants, terms, and conditions of this Agreement shall run with the land comprising the NebHelp Building, CFSL Building, and University Towers, the legal descriptions of which are set forth in paragraphs A, B, and C of the Recitals of this Agreement, and shall further be binding upon and inure to the benefit of the owners in fee of said parcels of real estate and their respective heirs, personal representatives, successors, and assigns.

(c) Each Private Sector party may, along with a conveyance or assignment of all of its respective interest in those real properties described in paragraphs A, B, and C of the Recitals beginning on page 1 hereof, assign its interest in this Agreement, and shall, from and after the effective date of such assignment, be free of any further liability under this Agreement. An assignment by a Private Sector party of its interest in this Agreement shall not be effective until written notice thereof shall have been given to the other Private Sector parties.

(d) "Private Sector Party" or "Private Sector Parties" where used in this Agreement shall mean those members of the Private Sector named in the first paragraph on page 1 hereof and any successor or assign to any of the real property interests described in paragraphs A, B, and C of the Recitals of this Agreement.

(e) This Agreement shall be construed to create a Joint Venture for the sole purpose set forth herein, and shall not create the relationship of principal and agent, or partner, for any other purpose or with relationship to any other project.

SECTION 27

SUPERSEDE CENTERPOINTE JOINT VENTURE AGREEMENT

Commercial Federal Corporation, a Nebraska corporation, Price and NebHelp have previously executed the "Centerpointe Joint Venture Agreement" dated July 18, 1988, used to memorialize each party's commitment to and obligations for the University Square Redevelopment Project. For the purposes of this Agreement and the Centerpointe Joint Venture Agreement, CFSL shall assume the obligations of Commercial Federal Corporation, Inc. stated in the Joint Venture Agreement and CFSL shall be the Managing Joint Venturer and Managing Agent. However, except for paragraph 3 of the Joint Venture Agreement which is incorporated by this reference which shall remain in full force and effect, upon execution, this Agreement shall supersede the Joint Venture Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lincoln, Nebraska, as of the dates indicated below.

Executed this 30 day of May, 1989.

NEBRASKA HIGHER EDUCATION LOAN PROGRAM, INC., and its nominee FOUNDATION FOR EDUCATIONAL FUNDING, INC.

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

COMMERCIAL FEDERAL SAVINGS AND LOAN ASSOCIATION

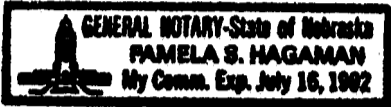
BY: Robert M. Williams
Title: FIRS' VICE PRES.

LARRY PRICE & ASSOCIATES, INC.

BY: Larry Price
Larry Price
President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

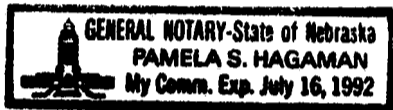
The foregoing instrument was acknowledged before me this 30 day of May, 1989, by Guy L. Saunders, President of Nebraska Higher Education Loan Program, Inc., a Nebraska non-profit corporation, and its nominee Foundation for Educational Funding, Inc., a Nebraska nonprofit corporation, on behalf of the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



Pamela S. Hagaman
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

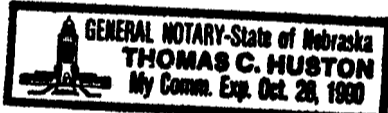
The foregoing instrument was acknowledged before me this 30 day of May, 1989, by Robert M. Williams, 1st Vice President of Commercial Federal Savings and Loan Association, a federal association, on behalf of the association.



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, Inc. a Nebraska corporation, on behalf of the corporation.



Thomas C. Huston
Notary Public

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