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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 4/19/2010 14:22:34.73



2010033063

**THIS PAGE INCLUDED FOR INDEXING**  
**PAGE DOWN FOR BALANCE OF INSTRUMENT**

LOTS 1, 2, 3, 4, 5 AND 6, EXCEPT THE WEST 73 FEET OF LOT 1 AND THE WEST 73 FEET OF THE NORTH 18.5 FEET OF LOT 2, BLOCK 20, WILCOX 2<sup>ND</sup> ADDITION, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA

Return To: Abdiaziz. Mohamed  
219 S 25th St  
Omaha NE 68131

Check Number

\_\_\_\_\_

**ADDENDUM TO BUSINESS PROPERTY LEASE  
WITH OPTION TO PURCHASE**

This Addendum shall be a part of the Business Property Lease with Option to Purchase dated the 31<sup>st</sup> day of March 2010 between Jung Seu and Landlord, and Abdiaziz Mohamed and Mohamud Jama as Tenants for the premises located at 2902 South 20<sup>th</sup> Street, Omaha, Nebraska 68108 and legally described as:

~~Wilcox 2<sup>nd</sup> Addition, Lot 6, Block 20 – Ex W 73Ft – LT 1 & Ex  
W 73 Ft – LT 1 & Ex W 73N 48.5 Ft – LT 2 & all Lots 3, 4, 5,  
6, Blk 20 Irreg~~

AM See first page

1. Tenants shall obtain fire damage and extended coverage insurance on the Leased Premises. Tenants shall name Landlord as an additional insured on such insurance.

2. Tenants shall pay for all utilities and other insurance coverage including but not limited to, liability and contents insurance.

3. Tenants shall reimburse Landlord for the sum of Four Hundred Eighty Three Dollars and 94/100 (\$483.94) per month during the term of the Lease from August 1, 2010 to be applied to the real property taxes for the above described premises.

4. Tenants shall be responsible for yard care, trash, and snow removal and up keep of the above described property.

5. Tenants understand that Tenants are leasing the property "as is", and that the property does not have working heating and/or air conditioning. It shall be Tenants' responsibility to provide a heating and air conditioning system at Tenants' option.

6. Tenants shall have the right at the end of the term of the Lease to renew the Lease for an additional three year term from April 1, 2013 through March 31, 2016. Rental for this period shall be Three Thousand Two Hundred <sup>AM</sup> Dollars and 00/100 <sup>AM</sup> (\$3,200.00) per month. Tenants must give written notice of Tenants' desire to exercise this option <sup>AM</sup> within ninety (90) days before the end of the original Lease term. If Tenant elects to exercise Tenants' right for the first option through March 31, 2016, then Tenant shall have an additional four year option for the period of April 1, 2016 through March <sup>AM</sup>

31, 2020 for the above described Premises. Rent during such period shall be Three Thousand ~~Five~~<sup>SIX</sup> Hundred Dollars and 00/100 (\$3,600.00) per month. Tenants shall give written notice ninety (90) days before the end of the first option of Landlord of Tenants' election of the second option.

7. As additional consideration for this Business Property Lease with Option to Purchase, such consideration which is acknowledged by both Tenants and Landlord, Tenants shall have the option to purchase the above described premises any time during the first three years of the term of the Lease, and if Tenants elect to exercise Tenants' first option, during the first two years of said option (for a total period of five years). Purchase price for the above described property shall be Three Hundred Thousand Dollars and 00/100 (\$300,000.00), however, Tenants shall be allowed up to Seventy Two Thousand Dollars and 00/100 (\$72,000.00) credit toward the purchase price if, during the term of the Lease, Tenants shall have made improvements to the property and provide proof of payment of such improvements. Such improvements may include, but not be limited to repairs, painting, heating and air conditioning costs, plumbing repairs, and any other expenses paid by Tenants in connection with improvements to the above described premises. Landlord agrees that during the term of the original Lease herein, and for an additional period of up to two years should Tenants elect to use Tenants' right to extend the Lease for the first option, or for a total of five years, to keep the above described premises off the market and will not sell the property to any other person or entity.

In the event Tenants elect to exercise this option to purchase, then Landlord shall furnish marketable title to the above described property and convey the same to Tenants by good and sufficient Warranty Deed, free and clear of all liens or encumbrances of record. In the event of the election by Tenants to purchase, the parties agree that Tenants shall pay the costs of the preparation of the Deed, Landlord shall pay the costs of any documentary stamp tax and recording fees for the release of any encumbrances against the property, and Tenants and Landlord shall split equally the cost of title insurance, and/or escrow fees. Each party shall pay their own attorney's fees associated with Tenants' election to purchase said property. The parties agree that the real estate taxes due and payable in the year in which Tenants exercise

Tenants' option to purchase shall be pro-rated through the date of closing. Tenants may exercise Tenants' right of option to purchase by giving Landlord thirty (30) days written notice during the term of Tenants' option to purchase.

8. Landlord and Tenants agree that this Business Property Lease with Option to Purchase shall be recorded with the Douglas County Register of Deeds Office.

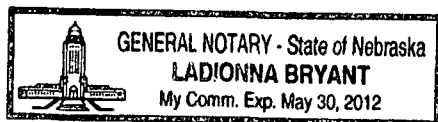
9. Landlord agrees that during the term of the Lease, and during the first two years of Tenants' first option, if Tenants elect to exercise such option, that Landlord shall not place any encumbrance against the building in excess of Two Hundred Twenty Five Thousand Dollars and 00/100 (\$225,000.00).

Date: March 31, 2010

LANDLORD,

By: [Signature]  
Jung Seu, Landlord

2010. SUBSCRIBED AND SWORN to before me this 31 day of March.



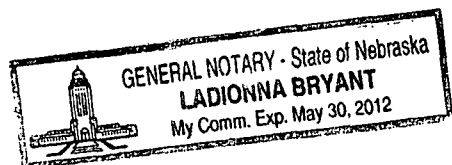
[Signature]  
Notary Public

Date: 03-31-10, 2010

TENANT,

By: [Signature]  
Abdiaziz Mohamed, Tenant

2010. SUBSCRIBED AND SWORN to before me this 31 day of March.



[Signature]  
Notary Public

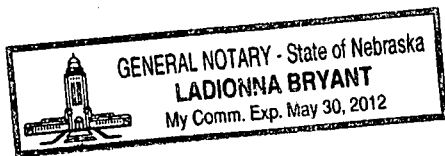
Date: 03 - 31 -, 2010

TENANT,

By: Jama  
Mohamud Jama, Tenant

2010.

SUBSCRIBED AND SWORN to before me this 31 day of March.



[Signature]  
Notary Public