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REC'D
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REGISTRY

THIS INSTRUMENT WAS DRAFTED BY
AND UPON RECORDING RETURN TO:
Joel W. VanderVeen, Esq.
Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102

misc
7 FEE 152.00 FB See attached
234 BKP _____ C/O _____ COMP Bco
DEL _____ SCAN _____ FV _____

AMENDMENT NO. 3 TO LEASE AGREEMENT
AND
MEMORANDUM OF LEASE

THIS AMENDMENT NO. 3 TO LEASE AGREEMENT AND MEMORANDUM OF LEASE, dated as of the 20th day of October, 2003, is hereby entered into by and between **NEBRASKA HEALTH SYSTEM d/b/a THE NEBRASKA MEDICAL CENTER**, a Nebraska nonprofit corporation (the "Lessee"), and the **BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA**, a public body corporate, for and on behalf of the University of Nebraska Medical Center (the "Board of Regents"), and **CLARKSON REGIONAL HEALTH SERVICES, INC.** (as successor to the former BISHOP CLARKSON MEMORIAL HOSPITAL and its corporate member CLARKSON REGIONAL HEALTH SERVICES, INC., Nebraska nonprofit corporations) (collectively, the "Lessors"), to document the provisions set forth in a written lease agreement between the Lessee and the Lessors dated as of October 1, 1997 (the "Original Lease Agreement"), as amended by the First Addendum to Lease Agreement dated May 12, 1999 (the "First Addendum"), the Amendment to Lease Agreement dated October 1, 2000 (the "Amendment No. 1"), the Second Addendum to Lease Agreement dated December 30, 2001 (the "Second Addendum") and the Amendment No. 2 to Lease Agreement dated as of June 1, 2003 (the "Amendment No. 2") (collectively the Original Lease Agreement, First Addendum, Amendment No. 1 Second Addendum and the Amendment No. 2 being the "Lease Agreement").

WITNESSETH:

Section 1. Lease Agreement Amendment. The Lease Agreement is hereby amended to include in Exhibit A of the Lease Agreement, the legal description of the property on which the portion of the Leased Premises (as defined in the Lease Agreement) owned by the Board of Regents is located, which legal description is attached hereto as Schedule A.

★ -41-

Section 2. Leased Premises. Pursuant to the Lease Agreement, Lessors have leased and demised to Lessee, and Lessee has leased and rented from Lessors, certain Leased Premises (as defined in the Lease Agreement) located in Douglas County, Nebraska on the real estate described on Schedule A and Schedule B attached hereto.

Section 3. Term of Lease. The term of the Lease Agreement commenced on October 1, 1997, and ends at midnight on October 1, 2037.

Section 4. The Lease Agreement. The provisions set forth in the written Lease Agreement are hereby incorporated in this Memorandum of Lease as if fully set forth herein, and the provisions of this Memorandum of Lease are subject in all respects to the provisions of the Lease Agreement. In the event of any discrepancy or inconsistency between the terms and conditions of this Memorandum of Lease and the Lease Agreement, the terms and conditions of the Lease Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to Lease Agreement and Memorandum of Lease as of the date first written above.

LESSEE:

NEBRASKA HEALTH SYSTEM d/b/a
THE NEBRASKA MEDICAL CENTER

By: 

Glenn A. Fosdick
President/Chief Executive Officer

LESSORS:

BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

By: _____

L. Dennis Smith
President

CLARKSON REGIONAL HEALTH
SERVICES, INC.

By: 

Bruce R. Lauritzen
Chairman

Section 2. Leased Premises. Pursuant to the Lease Agreement, Lessors have leased and demised to Lessee, and Lessee has leased and rented from Lessors, certain Leased Premises (as defined in the Lease Agreement) located in Douglas County, Nebraska on the real estate described on Schedule A and Schedule B attached hereto.

Section 3. Term of Lease. The term of the Lease Agreement commenced on October 1, 1997, and ends at midnight on October 1, 2037.

Section 4. The Lease Agreement. The provisions set forth in the written Lease Agreement are hereby incorporated in this Memorandum of Lease as if fully set forth herein, and the provisions of this Memorandum of Lease are subject in all respects to the provisions of the Lease Agreement. In the event of any discrepancy or inconsistency between the terms and conditions of this Memorandum of Lease and the Lease Agreement, the terms and conditions of the Lease Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to Lease Agreement and Memorandum of Lease as of the date first written above.

LESSEE:

NEBRASKA HEALTH SYSTEM d/b/a
THE NEBRASKA MEDICAL CENTER

By: _____
Glenn A. Fosdick
President/Chief Executive Officer

LESSORS:

BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA

By: L. Dennis Smith
L. Dennis Smith
President

By: Kim M. Robak
Kim M. Robak
Corporation Secretary

CLARKSON REGIONAL HEALTH
SERVICES, INC.

By: _____
Bruce R. Lauritzen
Chairman

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2003, by L. Dennis Smith, President, of the Board of Regents of the University of Nebraska, on behalf of the board.

(Seal, if any)

Signature of Notary

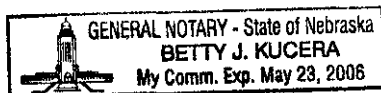
Title (and Rank)

My Commission Expires

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on October 20, 2003, by Glenn A. Fosdick, President/Chief Executive Officer of Nebraska Health System, on behalf of the corporation.

(Seal, if any)



My Commission Expires

Betty J. Kucera
Signature of Notary
Manager, Executive Office
Title (and Rank)
May 23, 2006

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me on October 20, 2003, by Bruce R. Lauritzen, Chairman of Clarkson Regional Health Services, Inc., on behalf of the corporation.

(Seal, if any)



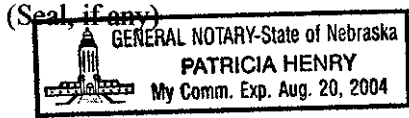
My Commission Expires

Betty J. Kucera
Signature of Notary
Manager Executive Office
Title (and Rank)
May 23, 2006

ACKNOWLEDGMENT

STATE OF NEBRASKA)
)ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on Nov. 19, 2003, by L. Dennis Smith, President, and Kim M. Robak, Corporation Secretary, of the Board of Regents of the University of Nebraska, on behalf of the board.



Patricia Henry
Signature of Notary
Paralegal
Title (and Rank)
8-30-2004
My Commission Expires

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2003, by Glenn A. Fosdick, President/Chief Executive Officer of Nebraska Health System, on behalf of the corporation.

(Seal, if any)

Signature of Notary
Title (and Rank)

My Commission Expires

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2003, by Bruce R. Lauritzen, Chairman of Clarkson Regional Health Services, Inc., on behalf of the corporation.

(Seal, if any)

Signature of Notary
Title (and Rank)

My Commission Expires

SCHEDULE A

Legal Description

Lots 1 through 16 inclusive, in Block 1, Lots 1 through 16 inclusive, in Block 2, Lots 1 through 16 inclusive, in Block 3, and Lots 1 through 16 inclusive in Block 4, all in McCormicks Second Addition to the City of Omaha, Douglas County, Nebraska, (64)
15-24680

AND

Lots 1 through 4 inclusive, and Lots 13 through 16 inclusive, in Block 2, and the West ½ of Block 2, and Lots 1 through 16 inclusive, Block 3, all in Ralph Place, an Addition to the City of Omaha, Douglas County, Nebraska, (24)
15-31960

AND

Those portions of the vacated streets and alleys adjoining the above described premises which were vacated in the following Ordinances: Book 58 at Page 3, Book 75 at Page 1, Book 86 at Page 2, Book 295 at Page 89, Book 893 at Page 711, Book 918 at Page 478, and Book 1452 at Page 167, and together with that portion of Jackson Street and the alleys conveyed to the titleholder by Quitclaim Deed filed in Book 356 at Page 322.

EXCEPTING THEREFROM those portions conveyed to the City of Omaha, in Deed filed in Book 930 at Page 688, in Deed filed in Book 936 at Page 206, and in Book 944 at Page 41; and that portion conveyed in the Exchange of Various Properties filed February 14, 1913, in Book 30 at Page 566.

SCHEDULE B

Legal Description

Lots 1 through 26, inclusive, Block 1, Ralph Place, an Addition to the City of Omaha, Douglas County, Nebraska, ⁽²⁶⁾
15-31960

Lots 31 through 33, Block 5, Kilby Place, an Addition to the City of Omaha, Douglas County, Nebraska, ⁽³⁾
15-20340

Lots 1 and 2, Block 6; Lots 1 through 5 inclusive, and Lots 9 through 15 inclusive, the East 18 feet of Lot 19, and all of Lots 20 through 30 inclusive, Block 5; Lots 1 through 28 inclusive and Lot 30, Block 10; Lots 4 through 14 (except the West 26.5 feet of Lot 14), inclusive, and the East 21.5 feet of Lot 17, Lots 18 through 30 inclusive, all in Block 11; Lot 38, Block 9; Lots 10 through 15 inclusive and 27 through 31 inclusive, Block 12, all in Briggs Place, an Addition to the City of Omaha, Douglas County, Nebraska, ⁽⁹²⁾
15-04560

The West ½ of Lot 24, and the South 1 foot of the West ½ of Lot 25, all Lots 27 through 29 inclusive, all in Block 6, Jerome Park, an Addition to the City of Omaha, Douglas County, Nebraska, ⁽³⁾
15-18780

Lots 9 through 12 inclusive, Block 15, Highland Place, an Addition to the City of Omaha, Douglas County, Nebraska, ⁽⁴⁾
15-16340

Lots 17 through 32, inclusive, Block 16, Highland Place, an Addition to the City of Omaha, Douglas County, Nebraska, ⁽¹⁶⁾
15-16340

Together with those portions of the vacated Streets and alleys adjoining the above described premises, which were vacated in the following Ordinances: Book 32 at Page 73, Book 79 at Page 20, Book 161 at Page 478, Book 263 at Page 17, Book 354 at Page 498, Book 354 at Page 499, Book 445 at Page 279, Book 445 at Page 287, Book 447 at Page 409, Book 487 at Page 727, Book 515 at Page 561, Book 615 at Page 24, Book 615 at Page 26, Book 629 at Page 306, Book 640 at Page 715, Book 685 at Page 173, Book 1109 at Page 586, Book 1132 at Page 727, and Book 1452 at Page 167,

AND EXCEPTING THEREFROM those portions granted by Plat and Dedications filed in Book 622 at Page 48, Book 635 at Page 417, Book 635 at Page 419, and Book 699 at Page 631,

ALSO EXCEPTING THEREFROM those portions taken or used for road purposes and those portions conveyed to the City of Omaha by Warranty Deed filed in Book 1206 at Page 757, and in Warranty Deed filed April 27, 1995, in Book 2002 at Page 659.