

GRANT AGREEMENT

This Grant Agreement is made effective as of this ____ day of _____, 2010 by and among the **UNF CHARITABLE GIFT FUND** ("Donor"), a Nebraska nonprofit corporation, the **LINCOLN PARKS FOUNDATION** ("Grantee"), a Nebraska nonprofit corporation, and the **CITY OF LINCOLN** ("City"), a municipal corporation.

WHEREAS, pursuant to an Agreement dated December 20, 2007 (the "Agreement"), Angie Muhleisen pledged a substantial gift to Donor to be used for the construction and related expenses of a public park located on the east side of the University of Nebraska-Lincoln City Campus ("Union Plaza"); and

WHEREAS, Article III, Paragraph 4 of the Agreement states Donor shall not authorize distributions to any exempt public charity or governmental entity unless an agreement incorporating certain provisions is executed between Donor and one or more grantees; and

WHEREAS, Donor desires to make a grant to Grantee acting as fiscal agent for City's Parks and Recreation Department; and

WHEREAS, Grantee is an exempt public charity qualifying under I.R.C. §§ 501(c)(3); 509(a)(1); and 170 (b)(1)(A)(vi) and is an eligible grantee under the Agreement; and

WHEREAS, it is the parties' intentions that this Grant Agreement satisfies the requirements of Article III, Paragraph 4 of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants of the parties, the parties hereby agree as follows:

1. Upon the execution of this Grant Agreement, Donor shall distribute the amount of \$1,500,000 to Grantee to be used for construction and related expenses, including but not limited to property acquisition; environmental, engineering and other site planning; relocation; governmental approvals; programming; and an endowment for the ongoing maintenance of Union Plaza.
2. Grantee will act as fiscal agent for the distribution from Donor and will appropriately manage the donated funds so as to make them available to the City for construction, programming, and maintenance of Union Plaza.
3. City has contractually committed and budgeted \$4,021,376 for the design and construction of Union Plaza. City shall use the donated funds for construction, programming, and maintenance of Union Plaza.
4. Grantee has raised \$4,938,262 for construction, programming, and an endowment for the ongoing maintenance of Union Plaza.

5. On February 18, 2010, the Grant Approval Committee of Donor, after consulting with Angie Muhleisen, approved the cost estimates for the construction and related expenses of Union Plaza and the design and materials of Union Plaza.

6. Donor expressly requires, as a condition of this grant, that as part of a valid deed restriction, the public park located on the east side of the University of Nebraska-Lincoln City Campus shall be named "Union Plaza." City agrees to the condition of naming the public park as "Union Plaza" in recognition of the generous charitable gift. The name of the park shall remain in effect in perpetuity or as long as Union Plaza remains dedicated for public purpose.

7. Donor expressly requires as a condition of this grant that the "signature fountain" within Union Plaza shall be named the "Dean and Pat Muhleisen Memorial Fountain." City agrees to the condition of naming the fountain to be located at the northeast corner of North 21st and 'P' Streets as the "Dean and Pat Muhleisen Memorial Fountain" in recognition of the generous charitable gift. The name of the fountain shall remain in effect in perpetuity or as long as Union Plaza and the dedicated fountain remain dedicated for public purpose.

8. Angie Muhleisen has approved all signage within Union Plaza on September 24, 2009. Any changes to the signage shall be reviewed and approved by Angie Muhleisen.

9. This Grant Agreement may be amended at any time in writing by the authorized representatives of the parties. If any provision of this Grant Agreement is construed as illegal or invalid, this will not affect the legality of any other provisions contained in this Grant Agreement.

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IN TESTIMONY WHEREOF, the parties have caused this Grant Agreement to be executed as of the date written above.

UNF CHARITABLE GIFT FUND,
A Nebraska nonprofit corporation, Donor

By: _____

Title: _____

LINCOLN PARKS FOUNDATION,
A Nebraska nonprofit corporation, Grantee

By: _____
Christie Dionisopoulos, President
Lincoln Parks Foundation Board of Directors

CITY OF LINCOLN,
A Nebraska municipal corporation, City

By: _____
Chris Beutler, Mayor of Lincoln