

FIRST AMENDMENT TO PARKING LOT GROUND LEASE

This Agreement is made this ____ day of May, 2012, by and between Lincoln Depot Limited Partnership, a Nebraska limited partnership, hereinafter referred to as "Redeveloper", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter referred to as "the City."

WITNESSETH:

WHEREAS, the Redeveloper and the City entered into a redevelopment agreement identified as the Lincoln Station Redevelopment Project Compulsory Rehabilitation Agreement (hereinafter referred to as the "Redevelopment Agreement") pursuant to Resolution No. 72330 passed by the Lincoln City Council on September 26, 1988 and;

WHEREAS, as part of the Redevelopment Agreement, the Redeveloper and the City entered into an agreement for a parking lot ground lease (hereinafter referred to as the "Ground Lease") pursuant to Ordinance No. 15075, passed by the Lincoln City Council on December 12, 1988, and subsequently effectuated by Executive Order No. 35777, signed by the Mayor of the City on December 21, 1988 and;

WHEREAS, concurrent with this amendment, the West Haymarket Joint Public Agency (JPA) will be Purchasing a substantial portion of the real estate that is described in the Ground Lease and;

WHEREAS, the Redeveloper and the City wish to amend said agreement to reflect changes in the lease as the result of new redevelopment plans for the West Haymarket area of the City,

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties hereto agree to the following:

1. Amendments to the Ground Lease. The parties hereto agree to amend the Ground Lease as follows:

a. Section 1: Delete all references to Lot 4, Block One, Lincoln Station Addition, Lincoln, Lancaster County, Nebraska as property to be leased;

b. Add a new Section 3(d): " Due to the deletion of Lot 4, Block One, from Section 1, rent payments, according to the formula set forth in subsection (b) herein, shall be reduced by 43.7%".

c. Section 24 (b): Each reference to "north parking lot or south parking lot" and "north parking lot or south parking lot or both" shall be replaced with "Lot 1 (south parking lot)."

d. Section 24 (b): The last sentence of this subsection shall be deleted and

replaced with: "In the event Lot 1 (south parking lot) is not substantially impaired enough to warrant termination as described above, then the basic rent shall be adjusted in proportion to the square footage of Lot 1 (south parking lot) that was not terminated bears to the total square footage of Lot 1 (south parking lot) prior to the taking and this lease and lease term shall continue in full force and effect for those areas of Lot 1(south parking lot) not terminated."

e. Section 49: Delete "the north parking lot (Lot 4) and/or."

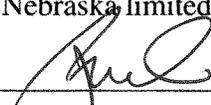
2. Remainder of Ground Lease. Except for the amendments and modifications described herein, the Ground Lease remains in full force and effect.

3. Contingency. This amendment is contingent upon passage and execution of a concurrent agreement by the Redeveloper and the JPA to sell Lot 4 and other property to the JPA, and this amendment shall not become effective unless said agreement is approved by the JPA.

4. Effective Date. The effective date of this amendment herein shall be 15 days after passage of an ordinance approving this amendment by the Lincoln City Council.

5. Recording. Either party to this agreement may record this amendment or a memorandum of the amendment with the Lancaster County Register of Deeds.

LINCOLN DEPOT LIMITED PARTNERSHIP,
a Nebraska limited partnership

By:  _____

Title: President, The Auler Group Ltd. as
general partner

CITY OF LINCOLN, NEBRASKA
a municipal corporation

By: _____

Chris Beutler
Mayor

