

FIRST AMENDMENT
TO REAL ESTATE PURCHASE AGREEMENT
(Trabert Hall)

This First Amendment to Real Estate Purchase Agreement (“First Amendment”) is made and entered into as of this ____ day of _____, 2019, by and between CenterPointe, a Nebraska nonprofit corporation (“Buyer”), and Lancaster County, Nebraska, a political subdivision of the State of Nebraska (“Seller”).

WHEREAS, Buyer and Seller entered into a Real Estate Purchase Agreement (“Agreement”) on November 6, 2018, for the real estate (as defined in Neb. Rev. Stat. § 76-201) located at 2202 S. 11th Street, Lincoln, NE and legally described as follows:

Lot Three (3), Saint Francis 1st Addition, an addition to the City of Lincoln, Lancaster County, Nebraska (the "Property"); and

WHEREAS, the Buyer and Seller wish to amend the Agreement as provided herein regarding their respective rights and obligations with respect to insurance coverage for the following building on the Property:

The four (4) story fire-resistive building located on the Property and commonly referred to as Trabert Hall (“Building”);

NOW THEREFORE, in consideration of the mutual recitals and covenants of the Buyer and Seller in the Agreement and herein, it is mutually agreed by the Buyer and Seller that the Agreement shall be amended by inserting the following language into the Agreement as Section 26 thereof:

26. **Insurance**. For purposes of this Section 26, “Building” shall mean the four (4) story fire-resistive building located on the Property and commonly referred to as Trabert Hall.

- A. During the period commencing on the Closing Date and terminating on the date that either (i) Buyer pays Seller the Post-Closing Payment, or (ii) Seller waives its Option pursuant to Section 12.B above, Seller shall purchase and maintain an insurance policy on the Building in the amount of two million twenty-five thousand dollars (\$2,025,000.00), with a ten thousand dollar (\$10,000.00) deductible. Said policy shall be provided through an insurance company licensed to do business in the State of Nebraska (“Insurance Company”). Said insurance policy shall provide for not less than ten (10) days written notice to both Buyer and Seller before cancellation, non-renewal, termination, or change in

coverage, and Seller shall deliver to Buyer a duplicate original of said insurance policy. Seller shall ensure that both Buyer and Seller are named as Loss Payees on said insurance policy. Seller shall be the named insured on said insurance policy and be the fiduciary concerning any loss settlement proceeds due to covered losses or damages payable under said insurance policy.

- B. Buyer shall be responsible for nineteen and seventy-five hundredths percent (19.75%) of premiums for said insurance policy, and Buyer shall be responsible for payment of any deductible amount. Seller shall be responsible for eighty and twenty-five hundredths percent (80.25%) of premiums for said insurance policy, and Seller shall not be responsible for payment of any deductible amount. Said policy shall have a policy ending date of September 30 of each calendar year during the Term of this Agreement, and October 1 through September 30 of each calendar year shall be the “policy year” for said insurance policy. Each policy year, Buyer shall reimburse Seller for the portion of the premiums for said insurance policy for which Buyer is responsible for that policy year. During the current policy year and the final policy year, Seller shall be responsible for a prorated portion of the premiums for said insurance policy. For the current policy year, such prorations shall be made on the basis of the actual number of days of the policy year and month which shall remain in the policy year from the Closing Date to the conclusion of the policy year, inclusive. For the final policy year within the Term of this Agreement, such prorations shall be made on the basis of the actual number of days of the policy year and month which shall have elapsed on and before the date either (i) Buyer pays Seller the Post-Closing Payment, or (ii) Seller waives its Option pursuant to Section 12.B above. Within thirty (30) days of Seller’s receipt of an invoice from Insurance Company for the premiums for said insurance policy, Seller shall submit a written request to Buyer for reimbursement of Buyer’s portion of the premiums for said insurance policy. Buyer shall reimburse Seller within thirty (30) days of the date of Seller’s written request for Buyer’s portion of the premiums for said insurance policy. During the final policy year, Seller shall refund Buyer any amount reimbursed by Buyer to Seller in excess of the proration described above within thirty (30) days after the occurrence of either (i) Buyer’s paying Seller the Post-Closing Payment, or (ii) Seller’s waiving its Option pursuant to Section 12.B above.
- C. In the event proceeds become payable under said insurance policy by reason of any loss or damage to the Building, or portion thereof, in an amount less than one million dollars (\$1,000,000.00), Seller

and Buyer agree that the proceeds may be utilized for necessary repairs to the Building at the election of Buyer. The election shall be made by Buyer in writing to Seller within ninety (90) days after the loss or damage occurs, provided that Seller immediately informs Buyer of such loss or damage and in no event later than seven (7) days after the occurrence thereof, and provided further that Buyer submits to Seller plans and specifications and contracts for the repair work no later than ninety (90) days after the loss or damage occurs for approval by Seller, who shall not unreasonably withhold such approval. If such election is made, all proceeds, when paid, shall be deposited in escrow with the Escrow Agent within thirty (30) days of receipt of the proceeds by Seller. The Title Company shall be the Escrow Agent, but if the Title Company cannot or will not function as the Escrow Agent, then Buyer and Seller shall choose another Escrow Agent reasonably agreeable to both Buyer and Seller. All escrowed funds shall be disbursed by the Escrow Agent in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be payable solely out of the proceeds held in escrow. Buyer shall complete the repair work as soon as reasonably possible and in a good and workmanlike manner, and in any event the repair work shall be completed by Buyer within one (1) year after the damage occurs. If, following payment of the escrow fees and payment for the repair work completed before the conclusion of one (1) year after the damage occurs, there remain any undisbursed escrow funds, such funds shall be paid by Escrow Agent to Seller and Buyer, with Seller being entitled to receive eighty and twenty-five hundredths percent (80.25%) of the funds, and Buyer being entitled to receive nineteen and seventy-five hundredths percent (19.75%) of the funds. If Buyer fails to make the election pursuant to this paragraph, Seller shall be entitled to receive eighty and twenty-five hundredths percent (80.25%) of the proceeds, and Buyer shall be entitled to receive nineteen and seventy-five hundredths percent (19.75%) of the proceeds. Seller shall disburse the proceeds within thirty (30) days of receipt of the proceeds by Seller, or, if Seller receives the proceeds prior to the expiration of the election period, within thirty (30) days after Buyer's failure to elect.

- D. In the event proceeds become payable under said insurance policy by reason of any loss or damage to the Building, or portion thereof, in an amount greater than or equal to one million dollars (\$1,000,000.00), Seller shall be entitled to receive eighty and twenty-five hundredths percent (80.25%) of the proceeds, and Buyer shall be entitled to receive nineteen and seventy-five hundredths percent (19.75%) of the proceeds. Disbursement of

proceeds pursuant to this paragraph shall be deemed to be a waiver of Seller's Option pursuant to Section 12.B above.

- E. Buyer shall inspect the Building at least monthly.
- F. Except as expressly provided in this Section 26 with respect to the expenditure of insurance proceeds as provided herein, in no event shall Seller be responsible for expending any proceeds from any other source for any repair, or for making or causing to be made any repair, to the Building or Property whatsoever, nor shall Seller have any responsibility for upkeep, maintenance, repair, or avoidance of waste on or to the Building or Property. In addition, Seller shall have no responsibility for insuring the contents of the Building, or any other building or structure on the Property, or any other personal property located in or on the Property or within any building or structure on the Property.
- G. Seller shall name Buyer as additional insured on Seller's General Liability policy covering the Property at no cost to Buyer. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the Closing Date to any person or persons or property while such person or persons or property are on or about the Property, including in, on, or about the Building. Buyer shall hold harmless, defend, and indemnify Seller from all liability, loss, costs, and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Buyer shall have no liability or obligation to Seller for such injuries that are caused by the negligence or intentional wrongful acts or omissions of Seller.

All other provisions of the Agreement shall remain in full force and effect.

This First Amendment may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

The undersigned have executed this First Amendment as of the date first above written, fully intending the same to be binding upon them, their personal representatives, successors, and assigns.

“SELLER”

LANCASTER COUNTY, a political
subdivision of the State of Nebraska

ATTEST:

By: _____

County Clerk

By: _____

Chairperson

STATE OF NEBRASKA)
)ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this __day of _____, 2019, by _____ and _____, Chairperson and County Clerk of Lancaster County, Nebraska, a political subdivision of the State of Nebraska.

Notary Public

“BUYER”

CENTERPOINTE,
a Nebraska nonprofit corporation

By: _____

Topher Hansen, Chief Executive
Officer

STATE OF NEBRASKA)
)ss
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Topher Hansen, Chief Executive Officer of CenterPointe, a Nebraska nonprofit corporation, on behalf of the corporation.

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Notary Public