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Attached are the following agreements:

1. Purchase and Sale Agreement (PSA);
2. Site Development Agreement (SDA);
3. Operations, Maintenance and Easement Agreement and Covenants, Conditions and Restrictions (OMEC);

NOTE: Except for the Contract Price in Section 2 of the PSA, negotiations are continuing and the final agreements to be presented at the March 27, 2012 meeting for approval may contain some modifications.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made as of _____, 2012, by and between the Lancaster County School District 001, a/k/a, Lincoln Public Schools, a Class IV school district under the laws and statutes of the State of Nebraska ("Seller" or "LPS") whose address is 3801 S. 14th Street, Lincoln, Nebraska 68502, and CP Lincoln O Street, LLC, a Delaware limited liability company, whose address is 7171 W. Alaska Drive, Lakewood, Colorado 80226 ("Buyer" or "CP").

WHEREAS, Seller is the owner of real estate which consists of approximately 7.21 acres generally located at 5901 O Street in the City of Lincoln, County of Lancaster, State of Nebraska, more particularly depicted and described on Exhibit "A" which is attached hereto and made a part of this Agreement by this reference (the "LPSD Property"); and,

WHEREAS, Seller has offered to sell a portion of the LPSD Property consisting of approximately 1.65 acres to Buyer (as more particularly described below) and Buyer has agreed to purchase same on the terms and conditions hereinafter set forth; and,

WHEREAS, under Neb. Rev. Stat. § 79-748 and other laws, the Nebraska legislature has expressed intent for school districts to collaborate with others and "encourage[d] the development of public-private partnerships," and,

WHEREAS, to carry out such stated legislative intent and encouragement, Buyer and Seller desire to create a mixed-use development to include a partial sale and purchase and collaborative use of the LPSD Property;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Section 1. CP PROPERTY. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller a portion of the LPSD Property consisting of approximately 1.65 acres of real estate (as defined in Neb. Rev. Stat. § 76-201) described as Lots 2 and 3 (collectively the "CP Property"), as generally depicted and shown on Exhibit "B" (Preliminary Site Plan), which is attached hereto and made a part of this Agreement by this reference, along with such other collaborative and mixed use property rights as agreed upon by the parties, free and clear of all liens, encumbrances, restrictions, encroachments and special assessments, levied or assessed, except easements and restrictions of record, the final PUD (as defined below), the B-1 PUD Zoning, the final Subdivision Plat, the final Site Plan, the Final SDA (as defined in Section 7 below), and the Final Easement Agreement (as defined in Section 24 below) and subject only to the disclosures, terms and conditions of this Agreement. The LPSD Property, excluding the CP Property, includes Lot 1 (the "LPS Administrative Offices Property") and "Outlot A" and "Outlot B" (the "Surrounding LPSD Property") all as also depicted and shown on Exhibit "B" and Exhibit B-1 (the "Preliminary Subdivision Plat"). Buyer and Seller, not later than forty-five (45) calendar days prior to Closing or a mutual written modification or extension thereof, shall agree on the final Subdivision Plat, the

exact legal descriptions of the CP Property, the LPS Administrative Offices Property, and the Surrounding LPSD Property. Seller, at its expense, will produce and provide, not later than fifteen (15) business days prior to Closing or a mutual written modification or extension thereof, an ALTA survey, reasonably satisfactory to Buyer and Nebraska Title Company, as agent for Fidelity National Title Insurance Company (the "Title Company") that will delineate the exact final legal descriptions for the CP Property, the LPS Administrative Offices Property, and the Surrounding LPSD Property as shown on the final Subdivision Plat (the "CP Property Survey"). Buyer will have the opportunity to review the CP Property Survey pursuant to Section 9 below. The parties acknowledge that the timelines in this paragraph for completion of the CP Property Survey prior to Closing may not be attainable in light of necessary governmental processing and as such, hereby agree to work together in good faith concerning mutual written modifications or extensions of same.

Section 2. CONTRACT PRICE. The Contract Price for the sale of the Continuum Property shall include and be payable as follows:

a.	Purchase Price for CP Property	\$2,320,000.00
b.	CP's Contribution to Site Improvement Work	\$580,000.00
c.	CP's Plaza Obligation	<u>\$280,000.00</u>
	TOTAL	<u>\$3,180,000.00</u>

The \$2,320,000.00 portion of the Contract Price (the "Purchase Price") shall be paid by Buyer to Seller in cash or certified funds at Closing. At Closing, Buyer will also deliver the additional amount of \$580,000.00 in good and lawful funds to the Title Company as escrow agent to be held in escrow pursuant to the terms and provisions of the Final SDA ("CP's Contribution to Site Improvement Work"). In addition to the Purchase Price and CP's Contribution to Site Improvement Work, Buyer will also be obligated under the Final SDA to spend not less than \$280,000.00 for site improvements and development costs for the plaza areas and mixed-use enhancements on the CP Property ("CP's Plaza Obligation") for the benefit of the CP Property and the overall mixed-use nature of the development.

Within two (2) business days after the Effective Date of this Agreement, Buyer will deliver the amount of \$50,000.00 in good and lawful funds to Title Company. The Title Company will deposit such \$50,000.00 in an interest-bearing, insured account and hold such money as an earnest money deposit hereunder pursuant to the terms and provisions hereof (which earnest money deposit, together with all interest earned thereon, is herein referred to as the "Deposit"). At the Closing, the Deposit will be applied to the Purchase Price. Also within two (2) business days after the Effective Date of this Agreement, Buyer shall provide evidence of financial responsibility to consummate the Closing hereunder in the form of either (i) financial statement of one or more of the principals of Buyer or Continuum Partners, LLC evidencing sufficient liquidity to fund the Contract Price; or (ii) a loan term sheet from a reputable financial institution providing for the construction financing of the retail improvements to be constructed on the CP Property. Seller shall treat, as allowed by law, such evidence of financial responsibility as confidential and not a public record under Neb Rev. Stat. § 84-712.05 and other law, and the same shall be delivered to Seller in a sealed envelope marked

“Confidential – Developer Financial, Real Estate and Other Proprietary Information” on the outside thereof.

Section 3. GOVERNMENTAL APPROVALS. This Agreement and Closing hereunder shall be and hereby is made contingent upon Seller obtaining and the recordation, as applicable, of the following final governmental approvals: a Planned Unit Development (“PUD”), B-1 P.U.D zoning, a Subdivision Plat and a Site Plan for the CP Property, the LPS Administrative Offices Property and the Surrounding LPSD Property (collectively sometimes referred to herein as "Governmental Approvals") not later than ten (10) business days prior to Closing or a mutual written modification or extension thereof. Seller shall bear all costs in connection with such Governmental Approvals including but not limited to all engineering costs and legal fees, except as agreed herein or otherwise. After execution of this Agreement, Seller shall obtain the prior written approval of Buyer through any of its representatives, with such approval not unreasonably withheld, on all Governmental Approval submissions, including the final form of the applicable Governmental Approval prior to recordation or acceptance. Buyer shall have three (3) business days from the date of receipt of the applicable Governmental Approval submission in which to either approve or disapprove, in writing to Seller, of such Governmental Approval submission. If Buyer disapproves, such disapproval must be in writing to Seller with an explanation of Buyer’s reasons for such disapproval. If Buyer fails to approve or disapprove in writing within the time allowed, Buyer shall be deemed to have approved the applicable Governmental Approval submission. Seller shall keep Buyer informed and, upon request, shall provide Buyer and Buyer's attorney copies of all documents, instruments, correspondence, statements, or other information regarding the Governmental Approvals and any rulings or determinations thereon in a timely fashion. The parties agree to negotiate in good faith to agree on the terms, conditions and final forms of the PUD, the B-1 P.U.D. zoning, the Subdivision Plat and the Site Plan. Buyer acknowledges that additional easements and encumbrances, traditionally required by various Nebraska governmental entities for motor vehicle and pedestrian access and circulation, sidewalks, communication, fiber optic, cable and related information transfer companies, may have to be reserved, dedicated or placed on the CP Property as part of the Governmental Approvals or after Governmental Approvals, and Seller and Buyer acknowledge and agree that Buyer may disapprove (pursuant to the procedures above) any Governmental Approval submission or acceptance that includes an easement or encumbrance that materially or adversely affects the CP Property or that would materially or adversely affect Buyer’s intended development of the CP Property. Subject to the terms of the Final SDA, the parties further understand and agree that each is responsible for obtaining their own building permits or any other such required governmental approvals or required fee payments for the further development of their property or within the boundaries of their property at their own costs and expense.

Section 4. FAILURE OF GOVERNMENTAL APPROVALS CONTINGENCIES. Seller and Buyer agree to use good faith efforts to timely satisfy the Section 3 contingencies stated above. In the event one or more of the contingencies described above have not been met by the date stated therein or mutual extensions thereof, unless Buyer and Seller either waive the contingency and are willing to close this transaction or agree to extend the Closing Date, this Agreement shall be null and void, both parties shall have no further obligation or liability under this Agreement, and the Title Company shall return the Deposit to Buyer.

Section 5. DEDICATIONS. Between the Effective Date of this Agreement and Closing, Seller shall not reserve, dedicate, gift, transfer, mortgage or convey any interest in the LPSD Property, including the CP Property, other than as required by Governmental Approvals, without prior written consent from Buyer.

Section 6. TESTS.

a. Environmental. Seller has provided to and Buyer has received a copy of the Phase I Environmental Site Assessment ("Assessment") prepared by Environmental Professionals, Inc., dated November 8, 2011, for the entire LPSD Property, including the CP Property. Seller shall provide, at Seller's cost and within thirty (30) days prior to the Closing or mutual extensions thereof, an addendum to the Assessment which certifies that the Assessment also shall be for the benefit of Buyer and Buyer's lender (provided Buyer has provided Seller with the name of Buyer's lender). Buyer may obtain, at its sole cost and expense, its own written, professional Phase I Environmental Site Assessment on the CP Property, performed in accordance with the current version of the American Society for Testing and Materials standards. Seller shall allow Buyer and its agents reasonable access onto the CP Property to accommodate a Phase I Environmental Assessment performed on behalf of Buyer. Buyer shall have ten (10) business days, or mutually agreed extensions thereof, after the Effective Date of this Agreement in which to notify Seller, in writing, that Buyer has obtained a separate Assessment and has determined and concluded, based on that separate assessment performed for Buyer, that specific environmental defects have been identified to exist or are suspected to exist on the CP Property such that the CP Property is not satisfactory for Buyer's expressed uses. In the event Buyer so notifies Seller of the above in writing not later than ten (10) business days prior to the Closing Date, this Agreement shall be null and void, the parties shall have no further obligations hereunder, and the Title Company shall return the Deposit to Buyer.

b. Wetlands and Flood Plain. Seller has provided to and Buyer has received a copy of the Phase I Environmental Site Assessment prepared by Environmental Professionals, Inc., dated November 8, 2011, for the entire LPSD Property, including the CP Property, which included a written professional wetlands and flood plain analysis ("Analysis"). Seller shall provide, at Seller's cost and within thirty (30) days prior to the Closing Date or mutual extensions thereof, an addendum to the Analysis which certifies that the Analysis also shall be for the benefit of Buyer and Buyer's lender (provided Buyer has provided Seller with the name of Buyer's lender). Buyer may obtain, at its sole cost and expense, its own written, professional wetlands delineation and flood plains analysis on the CP Property. Seller shall allow Buyer reasonable access onto the CP Property to accommodate a wetlands and flood plain analysis performed on behalf of Buyer. Buyer shall have ten (10) business days, or mutually agreed extensions thereof, after the Effective Date of this Agreement in which to notify Seller, in writing, that Buyer has obtained a separate wetlands and flood plain analysis and has determined and concluded, based on the separate analysis performed for Buyer, that specific wetlands and/or flood plains conditions exist on the CP Property such that the CP

Property is not satisfactory for Buyer's expressed uses. In the event Buyer so notifies Seller of the above in writing not later than ten (10) business days prior to the Closing Date, this Agreement shall be null and void, the parties shall have no further obligations hereunder, and the Title Company shall return the Deposit to Buyer.

c. Buyer's Additional Testing and Inspection. Seller shall allow Buyer and its agents, representatives, employees and contractors, at Buyer's own cost and expense, reasonable access onto the CP Property to inspect and conduct Buyer's own analysis, surveys, soil samples, geotechnical studies, tests or other inspections, if and as desired, of the CP Property (collectively, "Inspections"). Buyer shall have the right after the Effective Date of this Agreement, and prior to Closing, to go upon the CP Property in order to perform any Inspections deemed by Buyer to be appropriate and reasonable in addition to those provided by Seller. Buyer will indemnify, defend and hold harmless Seller from and against all claims for injuries to persons or damage to the CP Property to the extent caused by the acts of Buyer or its agents, representatives, employees or contractors during the Inspections. If Buyer determines that the CP Property is not satisfactory for Buyer's expressed uses based upon Buyer's Inspections, Buyer shall notify Seller, in writing, no later than ten (10) business days prior to the Closing Date. In the event Buyer so notifies Seller of the above, this Agreement shall be null and void, the Title Company shall deliver the Deposit to Seller as liquidated damages and not as a penalty, and the parties shall have no further obligations hereunder.

Section 7. SITE DEVELOPMENT AGREEMENT. Seller and Buyer agree to have Olsson Associates, Inc., as the civil engineer and Hampton Commercial Construction, Inc., as the construction manager at risk, prepare schematic, design and construction documents and supervise completion of the work for on-site development and improvements on the LPS Administrative Offices Property, the Surrounding LPSD Property and on-site pad improvements with respect to the CP Property. Costs for these civil engineering and construction manager professional services have been allocated between the parties, and CP's payment obligation with respect to such services are included within CP's Contribution to Site Improvement Work. Concurrently with the execution of this Agreement, Buyer and Seller have approved a draft of a separate Preliminary Site Development Agreement, including the exhibits thereto (the "Preliminary SDA"), a copy of which is attached hereto as Exhibit "C". Buyer and Seller must mutually agree to a separate Final Site Development Agreement, including the exhibits thereto (the "Final SDA") substantially in the form of Exhibit "C", not later than ten (10) business days prior to the Closing Date or mutual extensions thereof. The parties agree to negotiate in good faith to agree on the terms, conditions and final form of the Final SDA. If Buyer and Seller agree upon the Final SDA, Buyer and Seller will execute the Final SDA at Closing. The Final SDA shall contain an on-site development and improvement plan for the LPS Administrative Offices Property, the Surrounding LPSD Property, and the CP Property to include without limitation, removal of existing parking surfaces and debris, over-lot rough grading, all other grading and stormwater details; utilities, including water, sanitary sewer, cable, telephone, telecommunications and underground gas and electric lines stubbed to locations on the lot lines mutually agreed upon by Seller and Buyer, work completion schedules or phasing; and other scopes of work or matters mutually agreed upon by Seller and Buyer and incorporated into the Final SDA. As provided in Section 2 above, the Final SDA will provide that CP's Contribution to Site

Improvement Work will be placed in escrow with the Title Company and utilized for the site improvement work to be performed under the Final SDA. Seller as a Nebraska political subdivision represents and warrants to Buyer that along with CP's Contribution, it has sufficient lawful funds to and will complete the Site Improvement Work. In the event the parties fail to agree on a Final SDA on or before ten (10) business days prior to the Closing Date or mutual extensions thereof, unless Buyer and Seller either mutually waive this Final SDA contingency and are willing to close this transaction or agree to extend the Closing Date, this Agreement shall be null and void, the Title Company shall deliver the Deposit to Seller as liquidated damages, and not as a penalty, and both parties shall have no further obligation or liability under this Agreement. The Buyer agrees that except as may be provided in the Final SDA, any and all development work, fine grading, sidewalks, paving, utility hook-ups, signage, building permits, governmental inspections or approvals, buildings or site improvements or enhancements within the boundaries of the CP Property shall be Buyer's sole responsibility at Buyer's own costs and expense to construct, operate, maintain repair or replace. In addition, upon the Effective Date of this Agreement, Buyer and Seller will each designate in writing a Project Manager (the "**Project Manager**") for the project and development as provided herein. The Project Manager will have such duties and responsibilities as provided in the Final SDA and/or the Final Easement Agreement.

Section 8. The Anchor Tenant Lease. As a condition precedent to Buyer's obligations to purchase and Seller's obligation to sell the CP Property pursuant to this Agreement, no later than ten (10) business days prior to the Closing Date, Buyer, as landlord, shall enter into a written lease agreement with an anchor tenant approved by Seller in writing ("Anchor Tenant"), as tenant (the "Anchor Tenant Lease"). All conditions precedent or contingencies set forth in the Anchor Tenant Lease concerning the effectiveness of the Anchor Lease (other than the Closing hereunder) must be satisfied or waived by the party for whose benefit such condition or contingency benefited as of no later than ten (10) business days prior to Closing (the "Anchor Tenant Lease Condition"). If any Anchor Tenant Lease Condition is not satisfied or waived by the benefited party or the Anchor Tenant is not approved by Seller on or before ten (10) business days prior to the Date of Closing or any mutual extension thereof, this Agreement will automatically terminate, the Title Company shall deliver the Deposit to Seller as liquidated damages, and not as a penalty, and both parties shall be relieved of any further obligations hereunder except those that, by the express terms of this Agreement, survive termination. Buyer will provide Seller with reasonable evidence of the satisfaction of the Anchor Tenant Lease Condition promptly after the same occurs and upon Closing.

Section 9. TITLE. At Closing, Seller will execute and deliver a special warranty deed conveying marketable title and the entire fee simple interest to the CP Property to Buyer or Buyer's designee subject only to the Permitted Exceptions (as defined in Section 10 below).

Section 10. TITLE INSURANCE. Prior to or concurrently with Seller's delivery to Buyer of the CP Property Survey, or upon specific mutual agreed upon dates prior to Closing, Seller shall deliver to Buyer a copy of a title insurance commitment from Title Company with respect solely to the CP Property (the "Commitment"), bearing a then current effective date in favor of Buyer for an owner's extended coverage title insurance policy insuring marketability of the title to the CP Property and Buyer's rights under the Final Easement Agreement, showing the entire fee

simple interest in Seller, and to be in the amount mutually agreed upon or in the ultimate amount of the final agreed upon Purchase Price for CP Property or portion thereof. Such owner's policy of title insurance shall be issued at Closing, or as soon as possible following Closing and the recordation of deeds and other relevant closing documents (provided Seller has caused Title Company to provide its unconditional commitment to issue the title policy as soon as possible following Closing). Within five (5) business days after Buyer's receipt of the Commitment, Buyer may object to Seller's title as shown in the Commitment and the CP Property Survey. Such objection shall be in the form of a written statement of any objections by Buyer to Seller's title to the CP Property as disclosed by the Commitment or the CP Property Survey. Any matter not objected to by Buyer within such five (5) business days shall be deemed approved exceptions to title by Buyer. Within five (5) business days or upon specific mutual agreed upon response dates prior to Closing after Buyer's notice to Seller of said objections, Seller shall deliver to Buyer a written statement of any objections which Seller could not, upon the exercise of due diligence in good faith, remove from the Commitment prior to or concurrent with Buyer's acquisition of the CP Property. If Seller gives notice to Buyer of any objections which cannot be removed from the Commitment, then Buyer shall have the option of: (i) waiving such objections and proceeding with this Agreement; or (ii) terminating this Agreement, and thereupon this Agreement shall be null and void, and neither Buyer nor Seller shall have any further obligations hereunder, and the Title Company shall return the Deposit to Buyer. In addition to the terms and conditions of this Purchase Agreement, land title law of Nebraska and the title standards approved by the Nebraska State Bar Association to the date of examination of title shall serve as a guide of marketability of title. Buyer and Seller shall each pay one half of the expense of an owner's title insurance policy(s) and Buyer shall pay all of the additional expense to have such title insurance policy(s) issued with extended coverage. Those matters shown in Schedule B (exceptions) of the Commitment not objected to by Buyer or waived by Buyer as provided above shall be deemed the "Permitted Exceptions" hereunder. Without limiting any other term or provision of this Agreement, monetary liens and encumbrances arising by through or under Seller shall be satisfied by Seller prior to Closing and shall not be Permitted Exceptions hereunder.

Section 11. TAXES AND LIENS. Real estate and personal property taxes on the CP Property prior to the Date of Closing shall be paid by Seller. The taxes for the year of the Date of Closing shall be prorated to the Date of Closing and shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law. Mechanics' or materialmen's liens are not permitted against a public school district's property under Nebraska law. Subsequent to Closing and to the extent provided in the Final Easement Agreement, all real estate, personal property or other taxes on the CP Property or other parts of the LPSD Property upon which Buyer is acquiring any property rights and on that part of the Surrounding LPSD Property where CP or any of its tenants have dedicated parking, access, or other rights shall be the sole responsibility of and shall be paid by Buyer.

Section 12. SALES TAX EXEMPTION. Seller and Buyer agree to use their best efforts to utilize Seller's sale tax exemption status as permitted under the law for any and all conditions that the sales tax exemption status is applicable.

Section 13. CLOSING. "Closing," "Closing Date" or the "Date of Closing" shall be May 1, 2012, or such earlier or later date as may be mutually acceptable to the parties, at a location and at a time mutually agreed upon by Seller and Buyer. Except as provided in Sections 10 and 11, all Closing costs shall be split between the parties. Each party shall pay their own attorneys' fees.

Section 14. RISK OF LOSS. Risk of loss or damage to the CP Property shall rest with Seller until the time of delivery of possession at Closing.

Section 15. REAL ESTATE COMMISSION AND FINDER'S FEE. Seller and Buyer each hereby represent and warrant to the other that their sole contact with the other or with the CP Property has been made without the assistance of any broker or other third party, except for Dennis Hoth, CB Richard Ellis (Omaha) (the "Buyer's Broker"), which represents Buyer. Buyer will pay Buyer's Broker a commission pursuant to a separate written agreement. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no brokers or finders other than Buyer's Broker have been engaged by it, respectively, in connection with the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any such transactions. Seller and Buyer agree to save and hold each other free, clear and harmless from any claim, cost or expense, including reasonable attorneys' fees, for or in connection with any claims for commissions or compensation claimed or asserted by or through each respective party in connection with the transaction contemplated herein.

Section 16. CONDITION OF CP PROPERTY. Buyer hereby acknowledges that Buyer has personally examined (or will examine) the CP Property and the areas where it acquires any other property rights in the LPSD Property prior to entering into this Agreement or pursuant to its inspection rights set forth in this Agreement. This Agreement is based upon Buyer's personal inspection thereof and not upon any representation or warranties or conditions by Seller or Seller's agents, except for the warranties and representations provided in this Agreement and in the special warranty deed to be delivered by Seller to Buyer at Closing. Buyer agrees Buyer is buying the CP Property on an "as is" basis, except for the warranties and representations as provided in this Agreement and the warranties in the special warranty deed.

Section 17. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer now and on the date of Closing that:

- a. Organization and Standing. Seller is now and on the Date of Closing will be a public school district, political subdivision and governmental entity, validly existing and in good standing, and qualified as such in the State of Nebraska.
- b. Authorization. All necessary action to duly approve the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will have been taken by Seller, and this Agreement will constitute a valid and binding agreement of Seller enforceable in accordance with its terms.

- c. Litigation. No judgment is issued or outstanding against CP Property or the Surrounding LPSD Property. No litigation, action, special assessment, charge, lien, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court or governmental body, department, or agency of any kind, or to the knowledge of Seller threatened, to which Seller or the CP Property is a party which might reasonably result in any material adverse change in the prospects, development or condition of the CP Property or the Surrounding LPSD Property. Seller does not know of any basis for such claim, litigation, action special assessment, charge, lien, suit judgment, proceeding, or investigation. Seller is currently pursuing an insurance claim for the fire that occurred on the LPSD Property provided the same shall not result in any material adverse change in the prospects, development or condition of the CP Property or the Surrounding LPSD Property or limit or impair Seller's obligations under this Agreement.
- d. Compliance with Law. Seller has not received notice of any the violation of any applicable statutes, ordinances, codes, or rules and regulations of any Governmental Authority with respect to the CP Property or the Surrounding LPSD Property.
- e. Contracts; Possessory Rights; Third-Party Interests. There are no third-parties in possession of any part of the CP Property or the Surrounding LPSD Property, and there are no other rights of possession which have been granted to any third party or parties. Seller has not granted to any party any option, contract or other agreement with respect to a purchase or sale of the CP Property or the Surrounding LPSD Property, and no contract, lease or other agreement (other than those contemplated to be entered under this Agreement) will be binding on the CP Property subsequent to Closing. A boundary fence issue may exist along the western and/or southern boundary of the LPSD Property, as disclosed in the preliminary ALTA survey by Olsson Associates dated December 8, 2011 which has been provided to Buyer.
- f. Materiality. Each of the representations and warranties contained in this Section are acknowledged by Seller to be material and to be relied upon by Buyer in proceeding with this transaction, shall be deemed to have been remade by Seller as of the date of Closing, shall not be deemed merged into any instrument of conveyance delivered at Closing and shall survive the Closing.

Section 18. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller now and on the Date of Closing that:

- a. Organization and Standing. Buyer is now and on the Date of Closing will be duly organized under the laws of the State of Delaware, validly existing and in good standing, qualified as such in the State of Delaware, and is duly authorized to conduct business in the State of Nebraska.

- b. Authorization. All necessary action to duly approve the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will have been taken by Buyer, and this Agreement will constitute a valid and binding agreement of Buyer enforceable in accordance with its terms.
- c. Litigation. No litigation, action, special assessment, charge, lien, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court, or governmental body, department, or agency of any kind, or to the knowledge of Buyer threatened, to which Buyer is a party which has the purpose of the possible effect of enjoining or preventing the consummation of this Agreement or the transactions contemplated hereby or to recover damages by reason thereof, or which questions the validity of any action taken or to be taken pursuant to or in connection with this Agreement. Buyer does not know of any basis for such claim, litigation, action, special assessment, charge, lien, suit, judgment, proceeding, or investigation.
- d. Materiality. Each of the representations and warranties contained in this Section are acknowledged by Buyer to be material and to be relied upon by Seller in proceeding with this transaction, shall be deemed to have been remade by Buyer as of the date of Closing, shall not be deemed merged into any instrument of conveyance delivered at Closing and shall survive the Closing.

Section 19. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS. The obligation of Buyer to consummate the transactions contemplated hereby is subject to the fulfillment prior to and at the Date of Closing of each of the following conditions:

- a. Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at and as of the Date of Closing as though such representations and warranties were made at and as of such time; and
- b. Performance. Seller shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to and at the Date of Closing.

Section 20. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS. The obligation of Seller to consummate the transactions contemplated hereby is subject to the fulfillment prior to and at the Date of Closing of each of the following conditions:

- a. Representations and Warranties. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects at and as of the Date of Closing as though such representations and warranties were made at and as of such time; and

- b. Performance. Buyer shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to and at the Date of Closing.

Section 21. DEFAULT. Except as otherwise provided in the Final SDA and/or Final Easement Agreement, in the event either party fails to comply with any of the material terms hereof, then the other party may declare a default ten (10) business days after the defaulting party receives written notice specifying the nature thereof (provided such defaulting party has not cured such default within such ten (10) business day period), provided, however, in the case of a default which cannot, in the exercise of reasonable diligence, reasonably be cured within such ten (10) business day period, the continuation thereof beyond such period as if required to cure the same with the exercise of reasonable diligence. If any of the events of default set forth in this Agreement shall occur and the defaulting party fails to cure the same within the express curative time period herein provided, the other party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any party in exercising any remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein.

Section 22. NON-FOREIGN STATUS. At the Date of Closing, Seller shall deliver to Buyer the Certification of Non-Foreign Status duly executed and containing such other information as may be required by Internal Revenue Code Section 1445 and the Regulations issued thereunder.

Section 23. ASSIGNMENT. This Agreement may not be assigned by either party absent written consent of the other. Consent will not be unreasonably withheld. In the case of consent to the assignment of this Agreement by either of the parties, prompt notice shall be given to the other party, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment or an assignment to a CP Affiliate shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Agreement. Notwithstanding any term or provision of this Agreement to the contrary, CP shall have the right to assign its rights and obligations under this Agreement to a CP Affiliate without the prior written consent of Seller as long as there is no change in the Project Manager or CP has identified a new project manager and Buyer agrees in writing to such new Project Manager, Seller hereby pre-approves Daniel J. Murphy, Doug Alexander or Roger Pecsok to act as Project Manager. "CP Affiliate" means any entity in which Mark G. Falcone, Michael J. Falcone, Michael P. Falcone, Peter A. Fair and/or Daniel J. Murphy has a direct or indirect economic interest, whether as member, partner, shareholder or otherwise and/or any trust established for the benefit of any of them or any of their family members, or any entity under common control with CP or any one or more of the foregoing individuals.

Section 24. OPERATIONS, MAINTENANCE AND EASEMENT AGREEMENT AND COVENANTS, CONDITIONS AND RESTRICTIONS. Concurrently with the execution of this Agreement, Buyer and Seller have approved of a draft of a separate preliminary Operations, Maintenance and Easement Agreement and Covenants, Conditions and Restrictions (the "Preliminary Easement Agreement"), a copy of which is attached here to as Exhibit "D". Buyer and

Seller must mutually agree to a separate final Easement Agreement and Covenants, Conditions and Restrictions (the "Final Easement Agreement") substantially in the form of Exhibit "D", no later than ten (10) business days prior to the Closing Date or mutual extensions thereof. The parties agree to negotiate in good faith to agree on the terms, conditions and final form of the Final Easement Agreement. If Buyer and Seller agree upon the Final Easement Agreement, Buyer and Seller will execute the Final Easement Agreement at Closing and the same will be recorded at Closing. The Final Easement Agreement to be executed by Seller and Buyer at Closing will address, without limitation: (a) cross easements over and across the drive-lanes and access points within the CP Property and the Surrounding LPSD Property that will provide vehicular and pedestrian ingress and egress to the respective properties and utility installations serving the respective properties; (b) building envelopes for the construction of commercial buildings on the respective properties; (c) a business model for the operation, maintenance, repair, replacement, capital reserves, insurance and utility obligations of Seller and Buyer and as applicable, the method of allocating the costs of such maintenance and repair between Buyer and Seller; (d) shared parking and restricted parking methodology; and (e) restricted and prohibited uses applicable to the respective properties. In the event the parties fail to agree on a Final Easement Agreement on or before ten (10) business days prior to the Closing Date or mutual extensions thereof, unless Buyer and Seller either mutually waive this Final Easement Agreement contingency and are willing to close this transaction or agree to extend the Closing Date, this Agreement shall be null and void, the Title Company shall deliver the Deposit to Seller as liquidated damages, and not as a penalty, and both parties shall have no further obligation or liability under this Agreement.

Section 25. SEVERABILITY. If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 26. FURTHER ASSURANCES. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate and negotiate in good faith with the other on all matters that require an agreement of the parties herein.

Section 27. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

Section 28. CONSTRUCTION. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

Section 29. NON-MERGER. All covenants, representations and warranties made herein are intended to survive Closing and shall not be merged in the special warranty deed unless otherwise stated in this Agreement. This Agreement shall not be canceled at Closing.

Section 30. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

Section 31. NOTICE AND DEMANDS. Any notice required or permitted to be sent pursuant to this Agreement shall be in writing and shall be deemed received (a) within the same Business Day when personally delivered; (b) within the same Business Day when sent by confirmed facsimile transmission or other electronic delivery (e.g. email); (c) three days after having been deposited in a U.S. Postal Service depository and sent by registered or certified mail, return receipt requested, with all required postage prepaid, and addressed; or (d) the next Business Day after deposit with Federal Express or a similar overnight courier service, with delivery charges for morning delivery on the next Business Day prepaid. Either party may change its address or other listed information below for notices by written notice to the other party in accordance with this Section 31:

If to Buyer:

CP Lincoln O Street, LLC
c/o Continuum Partners, LLC
7171 W. Alaska Drive
Lakewood, Colorado 80226
Attention: Roger Pecsok
Telephone: (303) 573-0050
Facsimile: (303) 573-0011
Email: roger.pecsok@continuumllc.com

and to:

CP Lincoln O Street, LLC
c/o Continuum Partners, LLC
7171 W. Alaska Drive
Lakewood, Colorado 80226
Attention: General Counsel
Telephone: (303) 573-0050
Facsimile: (303) 573-0011
Email: lenn.moldenhauer@continuumllc.com

If to Seller:

Lancaster County Public School District 0001
3801 S. 14th Street
PO Box 82889
Lincoln, NE 68501
Attention: Mark Shepard
Telephone: (402) 436-1000
Facsimile: (402) 458-3285
Email: mshepar@lps.org

with a copy to:

Perry, Guthery, Haase, and Gessford, P.C, L.L.O.
233 South 13th Street, Suite 1400
Lincoln, Nebraska 68508
Attention: James B. Gessford
Telephone: (402) 476-9200
Facsimile: (402) 476-0094
Email: jgessford@perrylawfirm.com

Section 32. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 33. GOVERNING LAW. All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

Section 34. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

Section 35. EFFECTIVE DATE AND TIME IS OF THE ESSENCE. For purposes of this Agreement, "Effective Date" or "date of this Agreement" means the date that this Agreement has been executed by both Seller and Buyer, as evidenced by later of the dates on the signature blocks below. The parties agree time is of the essence.

Section 36. COOPERATION IN POSSIBLE LIKE-KIND EXCHANGE. Seller agrees, subject to the conditions set forth below, to cooperate with the Buyer if the Buyer attempts to affect a like-kind exchange in connection with the purchase of the CP Property. In this regard, the Seller agrees to cooperate in consummating the transfer of all or any portion of the CP Property through a qualified exchange intermediary designated by the Buyer. Such cooperation may include Seller's consent to Buyer's assignment of its rights, but not its obligations, under this Agreement to the qualified exchange intermediary. The conditions under which the Seller will cooperate are as

follows: (a) the like-kind exchange will cause no delay in the transactions described in this Agreement; (b) the Buyer will pay all costs and expenses (including attorneys' fees) necessitated by the like-kind exchange; (c) the like-kind exchange will not affect the Contract Price; (d) the Buyer will indemnify the Seller against, and hold the Seller harmless from any loss, cost, damage or expense (including the attorneys' fees) incurred by the Seller as a result of Seller's cooperation with the like-kind exchange; (e) Seller reasonably believes the like-kind exchange will not be detrimental to its interests or school purposes; and (f) the representations, warranties and agreements of Buyer herein shall continue with Seller, regardless of the like-kind exchange.

Section 37. **RIGHT OF FIRST OFFER.** If, subsequent to Closing, CP desires to sell, convey, or otherwise transfer title of the CP Property (or any portion of the CP Property that remains following an Excluded Transaction, as such term is defined below) or other than in connection with an Excluded Transaction, CP prior to making or considering an offer for the sale of all or such portion of the CP Property and prior to otherwise transferring all or such portion of the CP Property, shall provide written notice to LPS (the "Intent to Sell Notice"), whereupon LPS shall then have a right and option (the "Right of First Offer") to make an offer to purchase the CP Property or the applicable portion of the CP Property by delivering to CP within 45 days (or within 90 days provided LPS orders an appraisal for the CP Property within 15 days following receipt of the Intent to Sell Notice, as evidenced in writing by LPS to CP, and diligently pursues the completion of such appraisal within such 90-day period) following receipt of the Intent to Sell Notice from CP a written purchase offer (the "Purchase Offer"), which shall specify the purchase price, earnest money, allocation of closing costs and prorations, closing date and other material terms and conditions for the purchase and sale of the CP Property or the applicable portion of the CP Property (collectively, the "Material Terms"). If CP elects to accept the Purchase Offer, such election shall be made by written notice ("Acceptance Notice"), sent by CP to LPS within 15 days following receipt by CP of the Purchase Offer. Such Acceptance Notice from CP shall be deemed to create a binding contract between CP and LPS for LPS to purchase the CP Property or the applicable portion of the CP Property in accordance with the Material Terms of such Purchase Offer. If following LPS's timely delivery of the Purchase Offer CP does not send LPS an Acceptance Notice within such 15-day period, then CP and LPS will negotiate in good faith for a period of 30 days following the expiration of such 15-day period to enter into a binding purchase agreement for the purchase and sale of the CP Property or the applicable portion of the CP Property on terms acceptable to the parties. If, however, the parties are unable to agree on mutually acceptable terms for the purchase and sale of the CP Property or the applicable portion of the CP Property, then following the expiration of such 30 day period, CP shall thereafter be free to sell the CP Property or the applicable portion of the CP Property to any person or entity it desires pursuant to any terms it deems acceptable in its sole discretion during the period that is one (1) year after the date of the Intent to Sell Notice. If LPS fails to send a timely Purchase Offer to CP following delivery by CP of the Intent to Sell Notice, CP shall thereafter be free to sell the CP Property or the applicable portion of the CP Property to any person or entity it desires pursuant to any terms it deems acceptable in its sole discretion during the period that is one (1) year after the date of the Intent to Sell Notice. If, pursuant to the prior two sentences, CP fails to obtain a binding purchase agreement for the sale of the CP Property or an applicable portion of the CP Property to any person or entity other than LPS during the period that is one (1) year after the date of the Intent to Sell Notice, the Intent to Sell Notice previously delivered

by CP to LPS shall be deemed to have expired and the Right of First Offer shall remain in full force and effect; thereafter, CP shall be required to comply with all terms and conditions of this Section 37. "Excluded Transaction" means any of the following: (i) a conveyance or sale to a CP Affiliate (as defined in Section 23 above); (ii) the granting of a mortgage or deed of trust encumbering the CP Property to a lender for financing (as applicable, a "Deed of Trust"); and (iii) a conveyance or sale to CP's lender (or its successors or assigns) including anyone who shall have succeeded to CP's interest by, through or under judicial or power-of sale foreclosure or other proceedings brought pursuant to Deed of Trust, or deed in lieu of such foreclosure or proceedings, or otherwise. This Right of First Offer is and shall at all times be personal to CP and any CP Affiliate and shall not apply and shall be null, void and no further force and effect at such time as CP or a CP Affiliate ceases to own all or any portion of the CP Property.

"SELLER"

LANCASTER COUNTY SCHOOL DISTRICT 001, A/K/A, LINCOLN PUBLIC SCHOOLS

By: _____

Title: _____

"BUYER"

CP LINCOLN O STREET, LLC, a Delaware limited liability company

By: _____

Title: _____

STATE OF NEBRASKA

)

) SS:

COUNTY OF LANCASTER

)

Before me, a Notary Public in and for said County and State, personally appeared _____, to me personally known as the _____ of **Lancaster County School District 001 a/k/a Lincoln Public Schools**, a Class IV school district and political subdivision organized and existing under the laws of the State of Nebraska, who acknowledged his/her execution of the foregoing instrument for and on behalf of said organization.

WITNESS my hand and Notarial seal this ____ day of _____, 2012

Notary Public

STATE OF COLORADO

)

) SS:

COUNTY OF JEFFERSON

)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ as Manager of CP Lincoln O Street, LLC, a Delaware limited liability company.

Witness my hand and official seal.

My commission expires: _____.

EXHIBIT "A"
(Page 1 of 2.)

(Note: dotted/pink outline is approximate and for illustration purposes only)

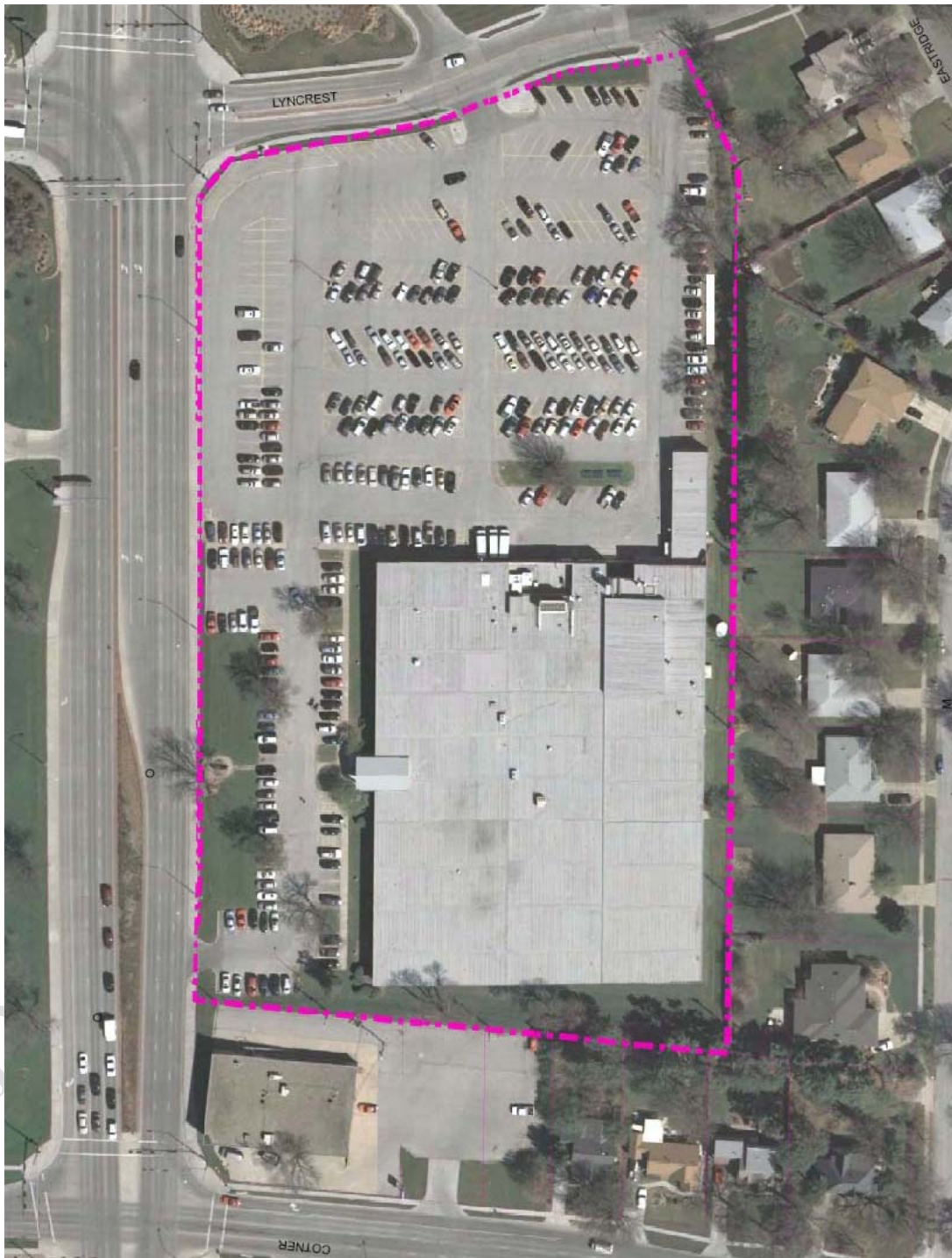
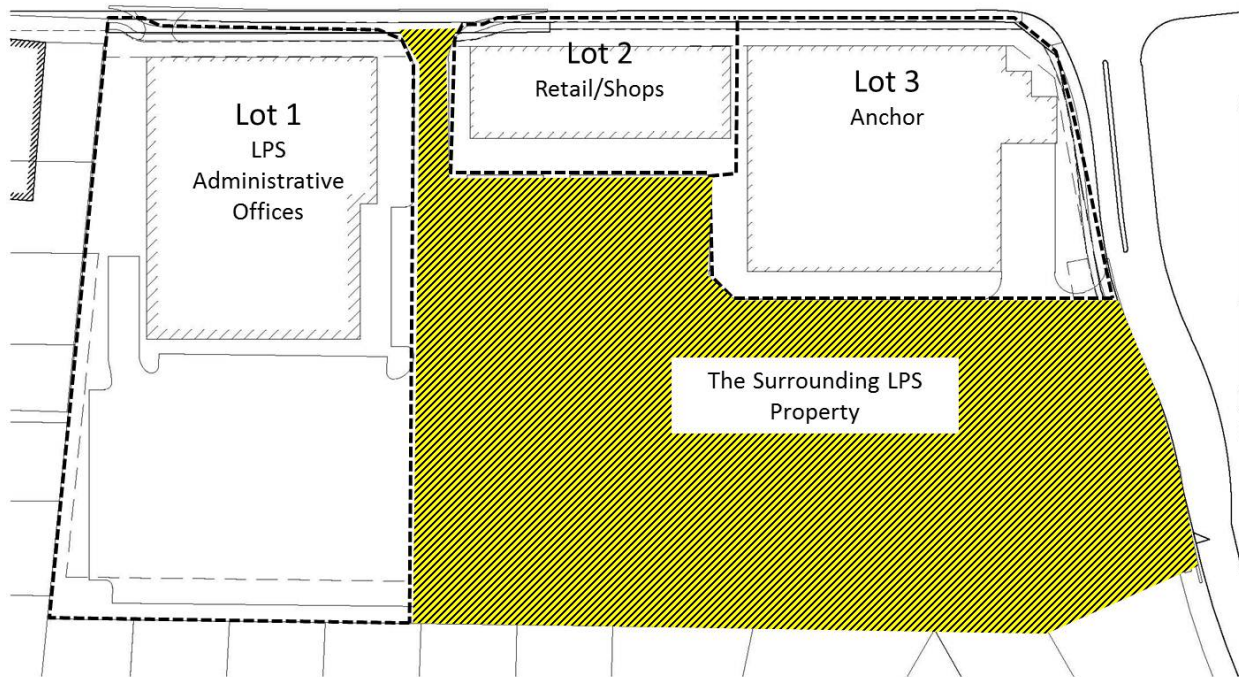


EXHIBIT "A"
(Page 2 of 2.)

LEGAL DESCRIPTION OF LPS PROPERTY

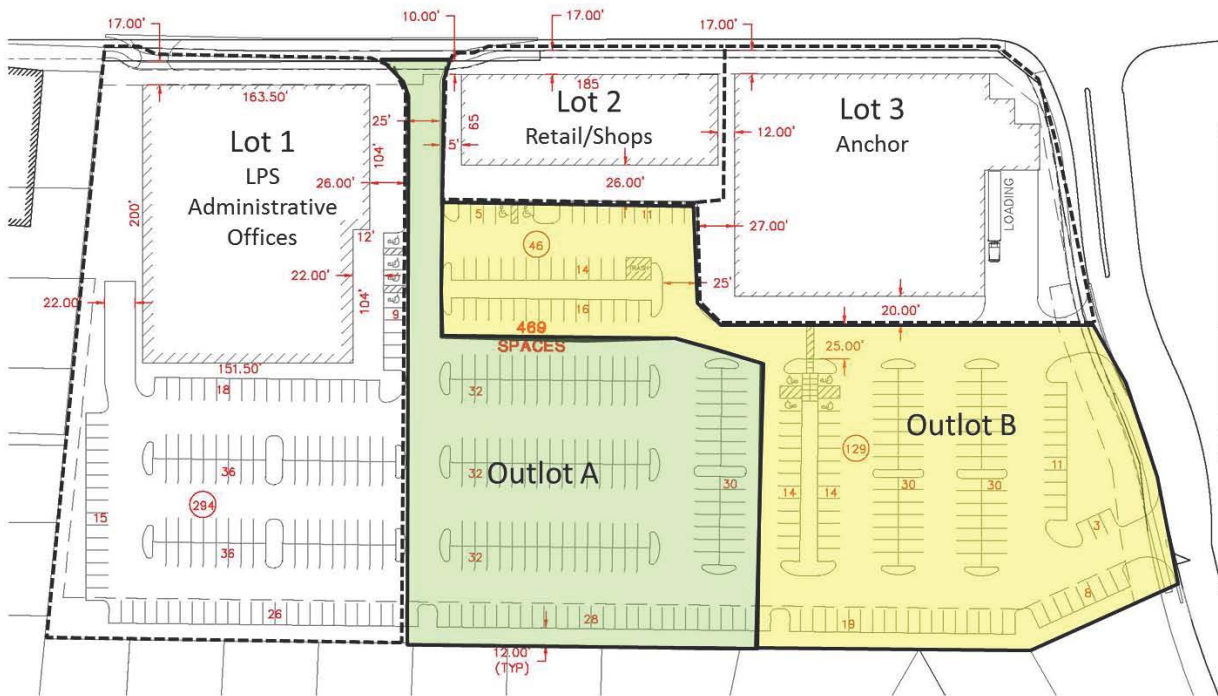
Outlot 'A', Eastmont 2nd Addition, Lincoln, Lancaster County, Nebraska, EXCEPT a portion of Outlot 'A', Eastmont 2nd Addition in the Northwest 1/4 of Section 28, Township 10 North, Range 7 East of the 6th P.M., in Lancaster County, Nebraska more particularly described as follows: Beginning at the Northeast corner of said Outlot 'A' proceeding Southerly, along the East line of said Outlot 'A', a distance of 16.55 feet; thence Northwesterly, along diagonal line, a distance of 27.59 feet, to a point on the North line of said Outlot 'A'; thence Easterly, along said North line, a distance of 21.92 feet, to the point of beginning; AND EXCEPT a portion of Outlot 'A', Eastmont 2nd Addition in Section 28, Township 10 North, Range 7 East of the 6th P.M., Lincoln, Lancaster County, Nebraska more particularly described as follows: Commencing at the Northwest corner of Section 28; thence East along the North line of said Section 28 a distance of 837.90 feet; thence South along a line which deflects 90° right from the last described course, a distance of 45.0 feet to the point of beginning; thence East along a line which lies 45.0 South of and parallel to the North line of said Section 28, a distance of 724.36 feet; thence Southeasterly along a line which deflects 48°10'30" right from the last described course, a distance of 27.59 feet; thence Southerly along a line which deflects 41°17'29" right from the last described course, said line being the East line of Outlot 'A', a distance of 239.0 feet to the point of curvature of a circular curve, bearing to the left, whose radius is 572.57 feet; thence continuing along said circular curve, an arc distance of 43.98 feet; thence Northwesterly along a line which deflects 163°28'03" right from the final tangent of the last described curve, a distance of 114.48 feet; thence Northwesterly along a line which deflects 10°24'06" right from the last described course, a distance of 167.88 feet; thence Northwesterly along a line which deflects 41°08'21" left from the last described course, a distance of 39.18 feet; thence West along a line which deflects 34°39'21" left from the last described course, a distance of 14.0 feet; thence West along a line which deflects 3°47'33" left from the last described course, a distance of 508.90 feet; thence West along a line which deflects 1°31'55" right from the last described course, a distance of 120.10 feet to a point on the West line of said Outlot 'A'; thence North along said West line, a distance of 11.39 feet to the point of beginning.

EXHIBIT "B"
(Page 1 of 1.)



(Note: this is a Preliminary Site Plan for discussion purposes only.)

EXHIBIT "B-1"
(Page 1 of 1.)



(Note: this is a Preliminary Subdivision Plat for discussion purposes only.)

EXHIBIT "C"

Preliminary SDA

(The Preliminary SDA is a separate attachment to be initialed by the parties and is hereby incorporated herein by this reference)

DRAFT - For Reference Only

EXHIBIT "D"

Preliminary Easement Agreement

(The Preliminary Easement Agreement is a separate attachment to be initialed by the parties and is hereby incorporated herein by this reference)

DRAFT - For Reference Only