

UNIVERSITY OF MINNESOTA

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO MANAGEMENT AGREEMENT (the "Amendment") is entered into as of the date of last signature below (the "Effective Date") by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "University"), and the Commonwealth Terrace Cooperative, Inc., a Minnesota corporation (the "Co-op").

WHEREAS, University and the Co-op entered into a Management Agreement (the "Agreement"), dated July 1, 2015, providing for the Co-op's management of CTC Housing; and

WHEREAS, University and the Co-op desire to amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.
2. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 3:
3. The Co-op shall endeavor to keep CTC Housing occupancy at one hundred percent (100%). Eligibility to reside in CTC Housing shall be determined by the University in consultation with the Co-op. Eligibility will be limited to those persons listed below in the following priority order:
 - a. Actively enrolled undergraduate or graduate students with families
 - b. Single graduate students
 - c. Professionals in Training with families
 - d. Single Professionals in Training
 - e. Single undergraduate students who have obtained senior class standing
 - f. Single undergraduate students who have obtained junior class standing

Definitions:

"with families" means individuals who can provide the required documentation of being married or being in a domestic partnership, or of having at least fifty percent (50%) physical custody of one or more minor children.

"Professionals in Training" means:

9516	M.D. Student Project Assistant
9535	Professional Program Assistant
9538	Legal Project Assistant (w/ Tuition Benefit)
9539	Legal Project Assistant (w/o Tuition Benefit)
9540	Pharmacy Associate
9541	Veterinary Intern
9545	Pre Doctoral Assistant
9546	Postdoctoral Associate
9548	Veterinary Medical Resident
9549	Veterinary Medical Resident-Grad Program
9552	Dental Fellow Teaching Specialist
9552CR	Chief Dental Fellow Specialist
9553	Dental Fellow
9553CR	Chief Dental Fellow
9554	Medical Fellow – Graduate Program
9555	Medical Fellow
9556	Medical Resident
9556CR	Chief Medical Resident
9557	Psychology Fellow
9558	Psychology Fellow Specialist
9559	Medical Resident – Graduate Program

~~Roommates of single students and family members do not need to meet these eligibility requirements.~~ Individual resident eligibility to live in CTC Housing and Como Student Community Cooperative Housing is limited to a collective total of 7 years. Exceptions to this policy must be approved by University. The Co-op and University will work together to affirmatively market CTC Housing to University students and Professionals in Training who meet eligibility requirements. The assistance will include, but is not limited to, posting and distributing information about CTC Housing to existing and potential University students and Professionals in Training, working with the Co-op to analyze where University students and potential residents may be located, and to otherwise help the Co-op promote and achieve 100% occupancy.

3. Notwithstanding the above restrictions on eligibility, CTC residents who were residents of CTC on May 11, 2016 and were classified at the beginning of their residency as Researchers or Research Associates may remain living at CTC for the 7-year limit that applies to all eligible residents.
4. Except as modified by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.
5. This Amendment may be signed in counterparts, each of which will constitute an original, and all of which together will constitute one fully executed Amendment. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or

facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

IN WITNESS WHEREOF, University and the Co-op hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota

**Commonwealth Terrace Cooperative,
Inc.**

By: *Laurie Scherich*
Name: Laurie Scherich
Title: AVP Auxiliary Services
Date: 10-3-16

By: *Kimberly Weaver Olson*
Name: _____
Title: President, CTC Board of Directors
Date: September 27, 2016