REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is executed as of the 18th day of November, 2011 (the "Effective Date"), by and between ALFRED BENESCH & COMPANY, an Illinois corporation, with its principal place of business at 205 N. Michigan Ave., Suite 2400, Chicago, IL 60601, as successor in interest to Hoskins-Western-Sonderegger, Inc. (hereinafter referred to as "Seller"), and THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION, a Nebraska interlocal government cooperative with a principal place of business located at 555 South 10th Street, Lincoln, Nebraska 68508 (hereinafter referred to as "Purchaser").

1. Agreement. Subject to and upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to buy, the Property described as follows:

Lots 1, 2, 3, 4, 5, and 6, Block 130, Original Lincoln, Lancaster County, Nebraska

2. Description of Land. That certain parcel of land as legally described in Section 1 above, together with all improvements thereon and all appurtenant rights, privileges and easements with respect to such land (collectively, the "Land").

3. Buildings, Structures, Improvements, Fixtures. The Land contains those certain buildings (collectively, the "Buildings") commonly known as 825 J Street, Lincoln, Nebraska. The Land and the Buildings are collectively referred to herein as the "Property". The Property includes all easements, rights of way, licenses, privileges, development rights, if any, hereditaments and appurtenances to the Property, together with the buildings, structures, improvements and fixtures now thereon or used in connection therewith, including all plumbing, heating, ventilating, air-conditioning, lighting, electrical, and utility systems and all trees, shrubbery and plantings, all as now in or on the Property, all of which shall become the property of Purchaser at the time of Closing (as defined in Section 8) and are included in the Purchase Price (as defined in Section 6).

4. Title, Deed. The Property is to be conveyed by a Corporate Warranty Deed (the "Deed") running to Purchaser, or to the nominee designated by Purchaser by written notice to Seller as of the Closing Date (as defined in Section 8), and said Deed shall convey title thereto, free from encumbrances, except the following (collectively, the "Permitted Exceptions"):

(a) Provisions of existing building, subdivision and zoning, land use and environmental laws, regulations and codes;

(b) Such taxes for the then current year as are not due and payable on the Closing Date;

(c) Any liens for municipal betterments assessed after the date of this Agreement; and

(d) Such easements, rights of way, restrictions, covenants and agreements of record as of the date of this Agreement which are approved by Purchaser pursuant to Section 6 below.

The Deed will be properly prepared and signed so that it will be accepted for recording by the Register of Deeds of Lancaster County, Nebraska. Seller shall deliver to Purchaser, within fourteen (14) business days after the date of this Agreement (i) a proposed form of the Deed, (ii) a proposed form of the Bill of Sale and (ii) to the extent in Seller's possession, copies of the following documents related to the Property (A) any prior title policies, (B) the most recent survey, (C) all executed leases, (D) all environmental reports, and (E) any state and local permits (items (A), (B), (C), (D) and (E) collectively, the "Due Diligence Materials"). Pursuant to Neb Rev. Stat. §76-902, this transaction is exempt from Documentary Stamp Tax.

5. Title Standards. Seller shall provide to Purchaser a title insurance commitment (the "Preliminary Commitment") issued by Nebraska Title Company, Lincoln, Nebraska, a Nebraska licensed title insurance agent, ("Title Company") that contains certain special exceptions proposing to insure Purchaser for the Purchase Price. Purchaser shall have twenty-one (21) days from the date this Purchase Agreement has been fully executed to review the special exceptions set forth in the Preliminary Commitment. If, within the Title Review Period, Purchaser serves written notice (the "Title Notice") on Seller that the Preliminary Commitment contains any matter, exception or exceptions which are not acceptable to Purchaser (the "Unpermitted Exceptions"), then Seller shall have thirty (30) days after the date of such notice (the "Cure Period") to cure such defects or failure by removing such unpermitted exceptions or causing the Title Company to provide an affirmative endorsement insuring Purchaser over the effect of such unpermitted exceptions, and to deliver a revision of the Preliminary Commitment to Purchaser. All existing exceptions not objected to in the Title Notice as being unpermitted exceptions are hereinafter referred to as "Permitted Exceptions." If Seller is unable or unwilling to cause any or all of the unpermitted exceptions to be removed or insured over by endorsement as described above, Purchaser shall have the right to (i) terminate this Agreement by sending written notice of such termination to Seller within ten (10) days after the expiration of the Cure Period, in which event, neither party shall have any further obligations under this Agreement except as explicitly stated herein; or (ii) waive its objection to such unpermitted exceptions and accept title to the Property subject thereto, in which case such unpermitted exceptions shall be deemed Permitted Exceptions. If Purchaser has not delivered the Title Notice to Seller by the expiration of the Title Review Period, Purchaser shall be deemed to have waived the provisions of this Paragraph 5 and all easements, restrictions, covenants and agreements of record as of the date of this Agreement shall be deemed approved. Notwithstanding the foregoing, at or prior to Closing, Seller shall cause the discharge of all monetary liens or other encumbrance created or caused by Seller and existing on the Property. The cost of the premium for the Owner's title insurance policy shall be split equally between Seller and Purchaser at Closing.

6. Purchase Price. The agreed purchase price for the Property is ONE MILLION SEVEN HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS ($1,770,000.00) (the "Purchase Price"), of which ONE HUNDRED THOUSAND AND 00/100 DOLLARS ($100,000.00) (the "Deposit") shall be paid as a deposit within one (1) business day after the date hereof (the date the Deposit is made being the "Deposit Date") and the balance of which, subject to any adjustments as provided in Section 14 hereof, shall be amortized at a fixed

interest rate of 4.5 % per annum for six years, with sixty (60) monthly payments of TWENTY-SIX THOUSAND NINE HUNDRED EIGHTY-ONE AND 42/100 DOLLARS ($26,981.42). The monthly payments herein shall be reduced by the sum of SIXTEEN THOUSAND SEVEN HUNDRED TWENTY-TWO AND 00/100 DOLLARS ($16,722.00) each month, representing lease payments from the Seller to the Purchaser under a lease agreement of the property to be sold herein, of even date, for a period of five years. The net result shall be that the Purchaser shall pay monthly to the Seller the sum of TEN THOUSAND TWO HUNDRED FIFTY-NINE AND 42/100 DOLLARS ($10,259.42) for sixty (60) months ("Net Monthly Payment") and a balloon payment of THREE HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED SEVENTY-SEVEN AND 00/100 DOLLARS ($323,177.00) due and payable on the last business day of the sixth year. The monthly payments to the Seller shall be due and payable on the last business day of each month. The Deposit shall be deposited with the Title Company, to be held in an interest bearing account. Interest earned on the Deposit shall be for the benefit of the Purchaser. The Purchaser shall retain ownership of and exclusive control over the Deposit until all contingencies in this agreement are resolved in favor of a closing, at which time the Deposit will become nonrefundable. At Closing, Purchaser shall execute and deliver to Seller a Deed of Trust in a form acceptable to Seller securing the obligation of Purchaser to make the Net Monthly Payment. The obligations of Purchaser in this paragraph shall survive closing and shall not merge with the Corporate Warranty Deed.

7. Necessary Approvals. This agreement is contingent upon the Purchaser obtaining all necessary approvals under state law, municipal ordinances, or any other laws applicable to real estate purchases, prior to closing, including, but not limited to, the Lincoln-Lancaster County Public Building Commission, The Lancaster County Board, and the Lincoln City Council. In the event the Purchaser does not obtain all necessary approvals by the closing date, the parties may agree to an extension of the closing date, or either party may terminate the agreement. In the event this agreement is terminated by either party pursuant to this or any other contingencies in this agreement, the Deposit money shall be returned to the Purchaser.

8. Closing; Closing Date. The closing of the transaction contemplated herein shall be at 10:00 a.m. on December 16, 2011 or such other date and /or time as Purchaser and Seller may agree upon in writing.

The time of the commencement of the closing shall sometimes be referred to herein as the "Closing," and the date thereof shall sometimes be referred to as the "Closing Date."

9. Possession and Condition of Property.

(a) Possession of the Property. On the Closing Date, Purchaser shall lease to Seller the entire Property (the "Post-Closing Lease Space") at the rental rate set forth in Paragraph 6 above, triple net, for a period of sixty (60) months, with two (2) twelve (12) month renewal options at a rental rate as set forth in the Lease Agreement, exercisable not less than six (6) months prior to expiration by written notice to Purchaser. The option will not be exercisable by the Seller if written notice is given to the Seller by the Purchaser at least one (1) year in advance of the expiration of the lease that the Purchaser intends to take possession of the property for its own use. Between the Effective Date and the Closing Date, the parties shall

negotiate a separate lease agreement, incorporating the terms of this Section 9(a) and said lease shall be executed by the parties on the Closing Date.

(b) Condition of Property. Upon delivery of possession of the Property at the expiration or termination of the Lease, Seller shall deliver the Property, (i) in broom clean condition and free of any debris and personal property not conveyed to the Purchaser, (ii) in the same physical condition existing upon execution of this Agreement (subject to the provisions of Sections 11 and 12 herein, and Section VII of the Lease Agreement), and (iii) in compliance with the terms of all easements, restrictions, covenants and agreements of record. Purchaser shall be entitled to an inspection of the Property prior to the Closing in order to determine whether the condition thereof complies with the terms of this section.

10. Condemnation. If, after the execution of this Agreement and prior to Closing, all or any material portion of the Property is taken by exercise of the power of eminent domain or any proceedings are instituted to effect such a taking, Seller shall promptly give Purchaser notice of such occurrence, and if Purchaser determines that any such partial taking would hinder or result in the Property being unsuitable for Purchaser's intended use thereof, Purchaser may, within fourteen (14) days after receipt of such notice, elect to either (a) terminate this Agreement in which event the Deposit shall be immediately returned to Purchaser and all obligations of the parties hereunder shall cease except as explicitly stated herein, or (b) close the transaction contemplated hereby as scheduled (except that if the Closing Date is less than fourteen (14) days following Purchaser's receipt of such notice closing shall be delayed until Purchaser makes such election), in which event Seller shall assign and/or pay to Purchaser at Closing all condemnation awards or other damages collected or claimed with respect to such taking.

11. Casualty. If prior to Closing the Property shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller has previously restored the Property to its former condition prior to Closing, either:

(a) pay over or assign to Purchaser, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by Seller for any partial restoration, or

(b) if a holder of a mortgage on said Property shall not permit the insurance proceeds or a part thereof to be used to restore the said Property to their former condition or to be so paid over or assigned, give to Purchaser a credit against the Purchase Price, on delivery of the Deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by Seller for any partial restoration.

(c) In the event that repair or reconstruction costs to either or both buildings combined total 50% or more of the purchase price herein as determined by each of one or more estimates from building contractors or licensed engineers selected by the Purchaser, none of whom shall have a current contract with or is in the bidding process for a project with the Purchaser, then and in that event, the Purchaser may reject (a) and (b) above and elect to terminate this agreement by providing notice of termination to the Seller within 14 days of the

delivery of the last estimate, in which case the Deposit shall be returned to the Purchaser and all obligations of the parties hereunder shall cease. In the event that no such notice is delivered within 14 days of delivery of the last estimate, then the option to terminate pursuant to this subsection is null and void and the Seller shall implement either (a) or (b) above.

12. Acceptance of Deed. The acceptance and filing of a Deed by Purchaser or Purchaser's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms thereof, to be performed after the Closing.

13. [Intentionally Omitted].

14. Adjustments. All real estate taxes, assessments and utility charges which are due and payable as of Closing Date shall be paid by Seller. Real estate taxes, assessments and utility charges for the then current year which are not due and payable as of the Closing Date shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by Purchaser at the time of the Closing. Provided however, acknowledging that Seller is currently in possession of the Property and will remain in possession of the Property pursuant to the Lease Agreement, no proration shall be required for utilities, nor real estate taxes.

15. [Intentionally Omitted].

16. Broker's Fee. No real estate broker or licensed salesperson has been hired or contracted with to accomplish this sale by either the Seller or the Purchaser. Seller and Purchaser represent and warrant that they have dealt with no broker with respect to the Property. Purchaser hereby agrees to indemnify and hold Seller harmless from and against any and all losses, claims or damages arising from claims by any person claiming through Purchaser for any brokerage commission or finder's fee in connection with this Agreement. Seller hereby agrees to indemnify and hold Purchaser harmless from and against any and all losses, claims or damages arising from claims by any person claiming through Seller for any brokerage commission or finder's fee in connection with this Agreement.

17. Deposits. The Deposit shall be held by the Title Company in escrow, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement, or at the time of its sooner termination, the same to be deposited in an interest bearing FDIC-insured account with interest thereon to be disbursed to Purchaser at the Closing or, if the Closing does not occur, to the party entitled to the Deposit.

If for any reason the Closing does not occur and either party makes a written demand upon the Title Company for payment of the Deposit and all interest earned thereon, the Title Company shall give written notice to the other party of such demand. If the Title Company does not receive a written objection from the party to which such notice was given to the proposed payment within ten (10) business days after notice is received, the Title Company is hereby authorized to make such payment. If the Title Company does receive such written objection within such ten (10) day period or if for any other reason the Title Company in good

faith shall elect not to make such payment, the Title Company shall continue to hold the Deposit and the interest earned thereon until otherwise directed by a written instrument from both Seller and Purchaser or a final judgment of a court not subject to further appeal. However, the Title Company shall have the right at any time to pay over the Deposit and any interest thereon to a court of competent jurisdiction. The Title Company shall give written notice of such payment to Seller and Purchaser.

18. Default; Damages. If Purchaser shall fail to fulfill Purchaser's agreements herein after all contingencies have been resolved in favor of a closing, the Deposit shall be retained by Seller as liquidated damages and the parties acknowledge and agree that the actual damages herein are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined and shall be Seller's sole remedy against Purchaser, at law or in equity, for Purchaser's default hereunder. If Seller shall fail to fulfill Seller's agreements herein, after all contingencies have been resolved in favor of a closing, the Purchaser shall be entitled (i) to terminate this Agreement by written notice to Seller, in which event the Deposit, shall be returned to Purchaser plus $10,000.00 as liquidated damages and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) to enforce Seller's obligations hereunder by a suit for specific performance. In the event Purchaser elects to pursue the remedy described in clause (i) above, the parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

19. AS-IS. Purchaser acknowledges that Purchaser has not been influenced to enter into this transaction nor has Purchaser relied upon any warranties or representations not set forth or incorporated in this Agreement, or otherwise previously made in writing. Except to the extent otherwise provided in this Agreement, the PROPERTY IS SOLD "AS IS", "WHERE IS', AND "WITH ALL FAULTS." Purchaser is buying the Property based on its inspections and review opportunities provided under Paragraph 20 below. From and after Closing, Seller shall be released from all responsibility and liability to Purchaser regarding the condition (including its physical condition and its compliance with applicable laws, and the presence in the soil, air, structures and surface and subsurface waters, of hazardous or toxic materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever. The foregoing terms of this Section 19 shall survive the Closing and Purchaser shall execute and deliver at Closing a form of release (the "Release") reasonably acceptable to Seller confirming the terms of this Section 19.

20. Tests/Inspections. For a period of thirty (30) days after the full execution of this Agreement (the "Inspection Period"), Purchaser and Purchaser's representatives shall have the right to enter upon the Property for the purposes of: (i) conducting any testing, examinations, reviews, inspections or investigations of the Property, including but not limited to matters relating to environmental issues, zoning, title, or the physical condition of any improvements located on the Property; (ii) evaluating all utilities servicing the Property, including but not

limited to water, power, natural gas and telephone; (iii) examining and evaluating roads located on, providing access to or otherwise servicing the Property for width and load ratings; (iv) reviewing all permitting matters; and (v) conducting land surveys, inspections, soil tests, core drillings, environmental tests, subsurface investigations, including test pits and borings, and such other examinations and investigations as the Purchaser may desire; provided, however, no surface or subsurface invasive testing or sampling shall be conducted without Seller's written approval as to the methodology of such testing, which approval may be withheld in Seller's sole discretion. Purchaser shall repair any and all damage by reason of Purchaser's access, testing, examinations or investigations of the Property and Purchaser shall indemnify and save Seller harmless from and against any loss, damage and liability resulting from or arising out of such activity. The obligations of Purchaser set forth in the preceding sentence shall survive the termination of this Agreement or the Closing. In the exercise of Purchaser's rights pursuant to this section, Purchaser shall give Seller reasonable advance notice of its entry onto the Property and Seller shall have the right to accompany Purchaser. All such activities authorized hereunder shall be at the sole and exclusive risk and cost of Purchaser. In the event that Purchaser is not satisfied, in Purchaser's sole discretion, with the results of any of Purchaser's examinations and investigations, Purchaser may terminate this Agreement by giving written notice to Seller no later than 5:00 p.m. on the last day of the Inspection Period, whereupon the Deposit and all interest earned thereon shall be repaid to Purchaser and neither party shall have any further obligations under this Agreement except as explicitly stated herein. In the event that Purchaser has not terminated this Agreement by giving written notice to Seller on or before 5:00 p.m. on the last day of the Inspection Period, Purchaser shall be deemed to have waived its right to terminate this Agreement as a result of the investigations contemplated herein. If Purchaser does not timely receive the Due Diligence Materials in accordance with Section 4, then, upon written notice to Seller, Purchaser may extend the Inspection Period to the extent of such delay in Purchaser's receipt of the Due Diligence Materials up to an additional thirty (30) days.

21. Representations of Seller. Seller hereby represents, warrants, and covenants to Purchaser as follows to Seller's actual knowledge:

(a) Seller has not received written notice from any public authority that there exists with respect to the Property any outstanding violation of any municipal, state, or federal law, rule, or regulation affecting all or any portion of the Property which has not heretofore been rectified.

(b) Other than this Agreement, the Seller is not party to any outstanding agreements (including, without limitation, any right of first offer) with any party pursuant to which any such party may acquire any interest in the Property.

(c) Seller is not presently a party to any lawsuit in reference to the Property, nor has Seller received written notice of any threatened or contemplated lawsuits against Seller in reference to the Property.

(d) There are no service or maintenance or related contracts relating to the Property which will in any way be binding upon Purchaser subsequent to the delivery of the Deed other than those which Purchaser shall have agreed in writing to assume.

(e) No municipal betterments with respect to the Property have been voted or are under consideration to be assessed or otherwise are pending to be assessed.

(f) No hazardous materials have been released or stored on the Property in violation of applicable laws.

The warranties and representations in this Section 22 shall survive the delivery of the Deed for twelve (12) months.

22. Representations of Purchaser. Purchaser hereby represents, warrants, and covenants to Seller as follows:

(a) Purchaser is a Nebraska interlocal government cooperative duly organized and validly existing under the laws of the State of Nebraska.

(b) Subject to the contingencies stated in Section 7, Purchaser has the full power and authority to make, deliver, enter into and perform pursuant to this Agreement. Purchaser further warrants and represents that this Agreement is valid, binding and enforceable against Purchaser in accordance with its terms.

(c) Subject to the contingencies stated in Section 7, neither Purchaser's execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will result in a breach of, or violation of, any agreement or covenant to which Purchaser is signatory or is otherwise bound.

(d) Other than the Lincoln-Lancaster County Public Building Commission, the Lancaster County Board, and the Lincoln City Council, no consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Purchaser or the performance by Purchaser of the transaction contemplated hereby, but is subject to the contingencies stated herein.

(e) Purchaser has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign jurisdiction or nonjudicial proceeding to hold, administer and/or liquidate all or substantially all of its property, or (iii) made an assignment for the benefit of creditors.

23. Cooperation. If Purchaser requests, Seller shall reasonably cooperate with Purchaser by executing an affidavit or such affidavits as may be required by Purchaser or Purchaser's attorney certifying that (i) there are no persons or parties in possession of the Property other than as allowed under this Agreement; (ii) all municipal liens due and payable as and at the time of the Closing Date have been paid in full; and (iii) there are no facts or circumstances existent which would give rise to a claim for, or result in the assertion of, a mechanic's or materialman's lien, and agreeing to indemnify and save harmless Purchaser and

any title insurance company underwriting a title policy without noting an exception for the foregoing against loss or damage arising out of or resulting from the falsity of any matter contained in such certification.

24. Evidence of Compliance. Seller shall provide in advance of the Closing Date such documents as Purchaser or its counsel may reasonably require (i) to evidence Seller's existence and due authority to perform and convey title to the Property as required herein; and (ii) to evidence that the Seller is a validly existing corporation in good standing under the laws of the State of Illinois, is qualified to transact business and is in good standing under the laws of the State of Nebraska, and that the officers or directors acting for and on behalf of the Seller, have the authority to so act and have acted within the scope of such authority.

25. Seller's Closing Deliveries. At the Closing, Seller shall deliver the following to Purchaser:

(a) The Corporate Warranty Deed to the Property;

(b) The Bill of Sale from Seller to Purchaser;

(c) Seller's executed affidavit as required by the Foreign Investments in Real Property Transfer Act;

(d) Seller's executed ALTA statement, Owner's Affidavit or similar statement which may be required by Purchaser's counsel or title company;

(e) Seller's executed GAP Undertaking or equivalent which may be required by the Purchaser's title company;

(f) All keys to the buildings on the Property and all keys and other items necessary to access the Property or items thereon;

(g) Seller's executed counterpart of an agreed proration or settlement statement; and

(h) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Purchaser's counsel or title company to fully effect and consummate the transactions contemplated hereby.

26. Purchaser's Closing Deliveries. At the Closing, Purchaser shall deliver the following to Seller:

(a) Deed of Trust;

(b) Purchaser's executed Real Estate Transfer Statement;

(c) Purchaser's executed Release;

(d) Purchaser's executed counterpart of an agreed proration or settlement statement;

(e) The executed Deed of Trust required by Paragraph 6 above; and

(f) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the title company to fully effect and consummate the transactions contemplated hereby.

27. Expenses. Seller shall bear all expenses incurred by it in connection with the negotiation, execution and performance of this Agreement, whether or not the transaction contemplated hereby shall be consummated, including the fees and expenses of its attorneys. Purchaser shall bear all expenses incurred by it in connection with the negotiation, execution and performance of this Agreement, whether or not the transaction contemplated hereby shall be consummated, including the fees and expenses of its attorneys, accountants and consultants and all personnel of Purchaser used in conducting Purchaser's due diligence.

28. Notices. Any notice to be given hereunder shall be deemed duly given if mailed by certified mail, return receipt requested, or delivered by any form of private delivery requiring a signed receipt, postage and charges prepaid, or sent by e-mail or by fax transmission (with confirmation of successful transmission) to the parties or their counsel at their following addresses and fax numbers:

If to Seller:

ALFRED BENESCH & COMPANY
825 "J" Street, Lincoln, NE 68508
Attention: Facilities Department
Fax No.:
E-mail:

If to Seller's counsel:

Cline, Williams, Wright, Johnson & Oldfather, LLP
Attn: Thomas C. Huston
233 South 13th Street, Suite 1900
Lincoln, NE 68508
E-mail: thuston@clinewilliams.com

If to Purchaser:

Don Killeen
Building Administrator
920 O St., Suite 203
Lincoln, NE 68508

If to Purchaser's Counsel:

Christopher J. Connolly
Assistant City Attorney
555 S. 10th St., Suite 300
Lincoln, NE 68508

or at such other address or fax number within the Continental United States as either party by written notice to the other may from time to time designate. Unless otherwise specifically provided to the contrary, notice shall be deemed given as of the date of such certification or as evidenced by receipt by the courier service or confirmation of successful fax or e-mail transmission. Notice shall also be deemed adequate if given in any other form permitted by law.

29. Foreign Person and Reporting Forms. Seller represents and warrants that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and will furnish to Purchaser an appropriate Nonforeign Affidavit on the Closing Date. In addition, Seller shall furnish to whomever is designated by Purchaser (other than Seller) such information as may be required to report the transaction to the Internal Revenue Service as provided by law.

30. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Nebraska contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon and endures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Purchaser. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

31. Miscellaneous.

(a) Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

(c) This Agreement shall inure to the benefit of, and shall be binding upon, the permitted successors and assigns of the parties hereto; provided, however, that Seller shall have the right to approve in advance, in its sole discretion, any assignment by Purchaser other than to any entity directly or indirectly owned or controlled by Purchaser or to any entity owned or controlled by Purchaser; provided, however, in the event of any assignment, the Purchaser shall not be relieved of its obligations under the Agreement.

(d) In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

(e) All action required pursuant to this Agreement necessary to effectuate the transaction contemplated herein has been or will be taken promptly and in good faith by Purchaser and Seller and their representatives, employees and agents.

(f) For purposes of negotiating and finalizing this Agreement, any signed document, including this Agreement, transmitted via facsimile shall be treated in all manners and respects as an original document and any signature thereon shall be considered an original signature and shall have the same binding legal effect as if the original document and signature was delivered to the other party.

[SIGNATURE PAGE FOLLOWS]

WITNESS our hands and seals as of the date first above written.

SELLER:

ALFRED BENESCH & COMPANY, an Illinois corporation and successor in interest to Hoskins-Western-Sonderegger, Inc.

By: Kristina S. Horn
Name: Kristina S. Horn
Title: Chief Financial Officer

PURCHASER:

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 18 day of November, 2011, by Kristina S. Horn, for Alfred Benesch & Company.

Cody Oborny
Notary Public

My Commission Expires: Sept 13, 2015

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

CODY OBORNY
MY COMMISSION EXPIRES
September 13, 2015

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by _____, for Lincoln-Lancaster County Public Building Commission.

_____
Notary Public

My Commission Expires: _____

RECEIPT OF DEPOSIT

Nebraska Title Company hereby acknowledges receipt of the Deposit made by Purchaser under the terms of the foregoing Real Estate Purchase Agreement and agrees to hold the Deposit in accordance with its terms.

NEBRASKA TITLE COMPANY

By: _____
Name: _____
Title: _____

4831-2257-1276, v. 1