

THIS LEASE made and entered into this 21st day of January, 2013, by and between Lincoln Medical Educational Partnership, hereinafter referred to as "Lessor"), and City of Lincoln, Nebraska, a municipal corporation on behalf of the Lincoln Police Department (hereinafter referred to as "Lessee").

W I T N E S S E T H:

1. Demise of Space. Lessor hereby demises and leases to Lessee for the term hereinafter described in paragraph 2, the space at 4525 F Street, lower level, Lincoln, Nebraska. The Leased Premises contain approximately 160 square feet.

2. Term. The term of this Lease Agreement shall be for a period of eight ( 8 ) months, beginning February 1, 2013, and ending September 30, 2013. **Note:** Rent shall commence February 1, 2013.

3. Rent. The monthly rental payment hereunder shall be \$125.00. The monthly rent shall be paid on the 1st day of each month during the term of this lease. Should this lease commence and/or terminate on a day other than the first day of a calendar month, such rental for such month(s) shall be reduced proportionately. There will be a late rental charge of five percent (5%) of the monthly payment following the fifth (5th) day of the month during which rent remains unpaid.

4. Security Deposit: Intentionally Deleted

5. Alterations. Lessor warrants that all plumbing heating and electrical and lighting shall be in proper working order prior to the Lease Commencement. Lessee will guarantee that any and all work performed in the building will be done in a professional, workman-like manner and that all appropriate licenses and permits will be obtained as required by the Lincoln City Building Code.

6. Signs. Lessee may erect signs as needed to identify and advertise the business. Lessee must obtain Lessor's permission before placing any signs on or about the building. Lessee shall, at Lessee's expense, remove all signs at the termination of this lease, and the removal shall be in such manner as to avoid any injury, defacement or overloading of the Building or other improvements.

7. Use of Premises. The premises described above are leased to Lessee for the sole purpose of Operating an office and Lessee agrees that it will use the premises in such manner and not in any other manner. Lessee agrees to comply with all applicable laws, ordinances and regulations in connection with its use of the Leased Premises and agrees to keep the premises in a clean and sanitary condition.

8. Alterations and Improvements. Lessee shall make no alteration in or additions to, Leased Premises except those referenced in Paragraph 4 without first obtaining the Lessor's written consent. All erections, additions, fixtures and improvements, whether temporary or permanent in character (except only the movable office furniture and equipment of Lessee) made in or upon said Leased Premises either by Lessee or Lessor, shall be Lessor's property, and shall remain upon the Leased Premises at the termination of this agreement without compensation to Lessee. All Lessee's personal property not promptly removed from the Leased Premises at the termination of this lease shall be conclusively presumed to have been abandoned by Lessee and forthwith become Lessor's property.

9. Insurance. Lessor shall secure, pay for, and at all times during the term hereof maintain, insurance providing coverage upon the improvements, except as noted otherwise, in an amount equal to the full insurable value thereof (as determined by Lessor) and insuring against the perils of fire, extended coverage, vandalism, and malicious mischief. All insurance required hereunder shall be written by reputable, responsible companies licensed in the State of Nebraska.

Lessee shall, at all times during the term of this lease, and at its own cost and expense, procure and continue in force the following coverage:

(a) Bodily Injury and Property Damage Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.

(b) Fire and Extended Coverage Insurance, including vandalism and malicious mischief coverage, in an amount equal to the full replacement value of all personal property of Lessee. Lessee may self-insure this risk at its option.

Such insurance may, at Lessee's election, be carried under any general blanket coverage of Lessee. A satisfactory certificate of the insurer evidencing insurance carried shall be deposited with Lessor within thirty (30) days of the commencement date of the term hereof and such anniversary date thereafter.

Lessor and Lessee each hereby waive any and all rights of recovery against the other or against the officers, employees, agents and representatives of the other, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage. Lessee shall, upon obtaining the policies of insurance required under this lease, given notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this lease.

10. Indemnification. Lessee agrees to indemnify and hold harmless Lessor of and from any and all claims of any kind or nature arising from Lessee's negligent use of the premises during the term hereof, and Lessee hereby waives all claims against Lessor for damage to goods, wares or merchandise or for injury to persons in and upon the premises from any cause whatsoever, except such as might result from the negligence of Lessor or Lessor's representatives or from failure of Lessor to perform its obligation hereunder within a reasonable time after notice in writing by Lessee requiring such performance by Lessor.

11. Maintenance and Cleaning. Lessee shall maintain the Leased Premises in clean condition, ordinary wear and tear expected. Lessee shall pay for all interior maintenance and repairs required hereunder (within their exact space) to be accomplished by it so long as the need for the same does not result from any wrongful or negligent act of Lessor or its employees, invitees, or licensees. The cost of any maintenance or repair that becomes necessary as a result of any such act shall be borne by Lessor. Lessor agrees to provide Lessee with all HVAC, plumbing and electrical in proper working order and up to City code at time of delivery of property. Lessor shall maintain HVAC, plumbing and electrical during their tenancy. Should the HVAC unit/units be in need of replacement Lessor agrees to replace them with comparable size unit/units at their cost.

Upon the expiration or earlier termination of this lease, Lessee shall surrender the premises in the same condition as received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements alone excepted, and shall promptly remove or cause to be removed at Lessee's expense from the premises and the Building, any signs, notices and displays placed by Lessee.

12. Destruction. Lessee, for and in consideration of this lease and the demise of the said premises, agrees and covenants with Lessor that if at any time during the term of this lease, or any extension or renewal thereof, the said leased Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, then Lessor shall have the option to rebuild or repair the same, provided such rebuilding or repairing shall be commenced within the period of thirty days after notice in writing to Lessor of such destruction or damage, and to rebuild or repair the same in as good condition as they were immediately prior to such calamity. In such case, a just and proportionate part of the rental herein specified shall be abated until such Leased Premises shall have been rebuilt and repaired. In case, however, Lessor shall within thirty days following notice in writing to him of such damage elect not to rebuild or repair said premises, Lessor shall so notify Lessee and, thereupon, this lease shall terminate and become null and void.

13. Condemnation. Lessee hereby covenants and agrees with

Lessor that in the event the said demised premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this lease shall terminate, as to the part so taken, as of the date title shall vest in the said public authority, and the rental reserved shall be adjusted so that Lessee shall be required to pay for the remainder of the term that portion of the rent reserved in the proportion that the said Leased Premises remaining after the taking, damaging, or condemnation bears to the whole of the Leased Premises before the taking, damaging, or condemnation. All damages and payments resulting from the said taking, damaging, or condemnation of the said Leased Premises shall accrue to and belong to Lessor, and Lessee shall have no right to any part thereof.

14. Subletting. The Lessee shall not sublet the premises in whole or in part and shall not sell, assign, mortgage, pledge or in any manner transfer this lease or any interest therein nor permit the use of occupancy of the leased Premises or any part thereof, by anyone other than the Lessee or the employees, agents, or invitees of the Lessee without in each case the consent in writing of Lessor first had and obtained; nor permit any transfer of Lessee's interest created hereby or allow any lien upon Lessee's interest in this lease by operation of law or otherwise.

15. Default and Remedies by Lessee. The following shall be deemed to be events of default by Lessee under this lease: (1) Lessee shall fail to pay any installment of rent under this lease and the failure continues for a period of five (5) days as defined in Section 3; (2) Lessee shall abandon any portion of the Leased Premises; (3) Lessee shall fail to comply with any terms, provisions, or covenants of this lease, other than the payment of rent, and the failure is not cured within seven (7) days after written notice from Lessor; (4) Lessee shall be adjudged bankrupt, or shall make an assignment for the benefit of creditors, or if a receiver of any property of the Lessee in or upon said premises shall be appointed in any action, suit, or proceeding by or against Lessor, or interest of the Lessee and said premises shall be sold under execution or other legal process; it shall be lawful for the Lessor to enter upon said premises and again repossess and enjoy the same as if the lease had not been made and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease, without prejudice, however, to the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In case of any such default and entry by the Lessor, Lessor may relet said premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency in the amount so obtained compared to the rent herein reserved, or Lessor may terminate this lease in which event Lessee shall immediately surrender said premises to Lessor and pay Lessor as liquidated damages a sum equal to the rent due for the balance of the stated term of this lease less the fair rental value of the premises for said period. Lessor may itself pay or perform or cause to be paid or performed the obligations with

respect to which Lessee is in default. In the event Lessor does so, its cost of such payment or performance, including reasonable attorney's fees and all expenses incurred by Lessor, plus interest thereon at the rate of eighteen percent (18%) per annum or the highest rate allowed by law from the date of the expenditure, shall be deemed to be additional rent and shall be immediately paid by Lessee.

16. Landlord's Lien. As security for Lessee's payment of rent, damages and all other payments required to be made by this lease, Lessee hereby grants to Lessor a lien upon all property of Lessee now or subsequently located upon the leased Premises. If Lessee abandons or vacates any substantial portion of the leased Premises or is in default in the payment of any rentals, damages or other payments required to be made by this lease or is in default or any other provision of this lease, Lessor may enter upon the Leased Premises, by changing locks if necessary, and take possession of all or any part of the personal property, and may sell all or any part of the personal property at a public or private sale, in one or successive sales, with or without notice, to the highest bidder for cash, and, on behalf of Lessee, sell and convey all or part of the personal property to the highest bidder, delivering to the highest bidder all of Lessee's title and interest in the personal property sold to him.

17. Estoppel Certificates. Lessee agrees to furnish promptly, from time to time, upon request of Lessor or Lessor's mortgagee, a statement certifying that Lessee is in possession of the Leased Premises; the Leased Premises are acceptable; the lease is in full force and effect, the lease is unmodified; Lessee claims no present charge, lien or claim of offset against rent; the rent is paid for the current month but is not paid and will not be paid for more than one month in advance; there is no existing default by reason of some act or omission by Lessor; and such other matters as may be reasonably required by Lessor or Lessor's mortgagee.

18. Acts of God. Lessor shall not be required to perform any covenant or obligation in this lease, or be liable in damages to Lessee so long as the performance or non-performance of the covenant or obligation is delayed, caused by or prevented by an act of God or force majeure.

19. Subordination. Lessor expressly reserves the right at any time to place liens and encumbrances on and against the premises and the building, superior in lien and effect to this lease and the estate created hereby. This lease, at the option of Lessor, is and shall be subject, subordinate and inferior to the lien and estate of any liens and encumbrances, renewals, extensions or replacements thereof now and hereafter imposed by Lessor upon the premises of the Building. Lessee agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to any such liens or encumbrances as shall be desired by Lessor.

20. Notices. All notices, demands or other writing in this lease proved to be given, made or sent by either party hereto to the other shall be deemed to have been fully given, made or sent when made in writing and deposited in the United States mail certified or registered and postage prepaid and addressed as follows:

To Lessor:  
LMEP  
4600 Valley Rd  
Lincoln, NE 68510

To Lessee:  
Lincoln Police Department  
Attn: Captain Martin Fehringer  
575 S. 10<sup>th</sup> Street  
Lincoln, NE 68508

21. Relocation of Lessee. Lessor leases the Premises to Lessee, and Lessee leases the Premises from Lessor, according to all terms and conditions of this Lease. Lessor reserves the right at any time during the term of the Lease and any extensions to relocate Lessee to other space provided that:

- (a) Lessor gives Lessee at least ninety (90) day notice of such relocation;
- (b) The space does not have fewer square feet than the Premises;
- (c) The monthly Rent will not increase;
- (d) Lessor pays Lessee's reasonable relocation costs associated with the relocation;
- (e) Lessor pays all improvement costs associated with the relocation to bring the replacement premises to the same standard as the Premises; and
- (f) Lessor finishes the replacement space prior to delivering possession to the Lessee; and
- (g) Lessor confirms to Lessee in writing, at least thirty (30) days in advance, the date that the replacement Premises will be ready for Lessee's occupancy, following which date such space shall be substituted as the Premises.

22. Entire Agreement and Limitation of Warranties. It is expressly agreed by Lessee that this lease and attached exhibits are the entire agreement of the parties. Lessor and Lessee expressly agree that there are and shall be no implied warranties arising out of this lease. It is likewise agreed that this lease may not be altered, waived, amended or extended except by an instrument in writing signed by both Lessor and Lessee.

23. Successors. This lease shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, personal representatives, and assigns. It is hereby covenanted and agreed that should Lessor's interest in the Leased Premises cease to exist for any reason during the term of the lease, then notwithstanding the happening of such event this lease nevertheless shall remain unimpaired and in full force and effect and Lessee hereunder agrees to

attorn to the then owner of the Leased Premises.

24. Waiver. The failure of Lessor to insist upon strict performance by Lessee of any of the covenants, conditions and agreements of this lease shall not be deemed a waiver of any of Lessor's rights or remedies and shall not be deemed a waiver of any subsequent breach or default by Lessee in any of the covenants, conditions and agreements of this lease. No surrender of the demised premises shall be affected by Lessor's acceptance of rental or by any other means whatsoever unless the same be evidenced by Lessor's written acceptance of such as a surrender.

25. Hold Over. Should Tenant, or any of its successors in interest, holdover the leased premises, or any part thereof, after the expiration of the term of this lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as tenancy from month to month only, at a rental equal to the rental payable for the last month of the term of this lease.

Lessor: LMEP

Lessee:

by \_\_\_\_\_

by \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_