RECEIVED
JUN 27 1994
FISCAL DIVISION

Haase
Sheaff
J. Baluch
J. Carter

STATE OF NEBRASKA

LEASE

This lease, executed in duplicate, by and between Gold's Limited Partnership, hereinafter called the Lessor, and the Department of Administrative Services, State Building Division, an agency of the State of Nebraska, hereinafter called the Lessee, acting on behalf of the Tenant agency, Department of Labor.

W I T N E S S E T H

1. PREMISES, the Lessor hereby leases to the Lessee, the below described premises (herein "Demised Premises"). The Lessor warrants and represents that it is the owner of those certain premises, with appurtenances, described as follows:

Gold's Galleria
1010 'N' Street
Lincoln, Nebraska

2. TERM, the term of this lease shall commence on August 1, 1994 and shall end on July 31, 1999, unless sooner terminated as hereinafter provided. This lease shall in no case become effective until all required signatures have been obtained.

It is agreed between the Lessor and the Lessee that in the event the Lessee has fully complied with all the terms of the original lease, in that event, the Lessee at the expiration of the original term of the lease shall have the right exercisable at its sole option to extend this lease for a period of (none), upon the same terms and conditions as those set forth in the original lease provided Lessee notifies Lessor in writing of its exercise of such right within n/a calendar days before end of original lease. If any of the terms or conditions of this lease are to be changed during the extended lease period, prior approval of the Lessee must be obtained.

3. RENTAL, yearly rental is based on $8.21 per square foot for 17,000 usable square feet office space. Lessee shall pay Lessor $ 139,570.00 per year payable in equal monthly installments of $11,630.83 payable in advance on the first day of each month commencing with the commencement of the term of this lease. Rent payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on the actual number of days in the month. Rental shall be paid to the Lessor at the address specified in paragraph 5 or to such other address as the Lessor may designate by a notice in writing.

ATTACHMENT "A"

SUB-SUBLEASE AGREEMENT BETWEEN THE CITY OF LINCOLN AND DYNAMIC EDUCATIONAL SYSTEMS, INC.

This sub-sublease, made as of the 16 day of March, 2001 by and between the City of Lincoln, Nebraska, a municipal corporation in the State of Nebraska acting as the Sub-Sublessor and hereinafter referred to as "City" and Dynamic Educational Systems, Inc., representing One Stop Partner Job Corps under the Workforce Investment Act, acting as the Sub-Sublessee, with a principle place of business at 8433 N. Black Canyon Highway, Suite 178, Pheonix, Arizona 85021, phone number (602-995-0116 ext 118) or (888-374-3374), attention Shyla Lambert, hereinafter referred to as "DESI".

WHEREAS, the Nebraska Workforce Development Department of Labor entered into a Lease Agreement with Gold's Limited Partnership leasing 17,000 square feet of office space at Gold's Galleria, 1010 N Street, Lincoln, Nebraska and said lease is identified as the "Master Lease" and made a part hereof as Exhibit A.

WHEREAS, the City (as Sublessee) entered into a Sublease Agreement, under Ordinance 17778 with the Nebraska Workforce Development Department of Labor (as Sublessor), dated October 23, 2000, subleasing a portion of leased space from the Nebraska Workforce Development Department of Labor located at Gold's Galleria, 1010 N Street, Lincoln, Nebraska.

WHEREAS, the above Sublease Agreement sublets an area comprising one thousand six hundred (1,600) square feet of occupied space and one thousand four hundred twenty four (1,424) square feet of common space which is attached hereto and made a part hereof as Exhibit A and is hereinafter referred to as the "City SubLease".

WHEREAS, the City wishes to sublet to DESI a portion of the City's subleased area comprising one hundred twenty four (124) square feet of occupied space and one hundred ten(110) square feet of common space, said portion hereinafter referred to as the "Premises".

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenant herein set forth, the parties agree as follows:

1. Sublease of Premises. The City does hereby sublease to DESI, and, DESI does hereby sublease from the City, the Premises, at the rent, and upon the terms, covenants and conditions as hereby provided. Said Sub-Sublease is hereinafter referred to as the DESI Sub-SubLease.

2. Term. The term of this Sub-Sublease Agreement shall commence on the 1st day of October, 2000 and shall terminate on the 31st day of July, 2001. This Sub-Sublease may be cancelled at the election in writing of either party with a 25 day notice. This Sub-Sublease will be terminated should the City no longer have a sublease agreement with the Nebraska Workforce Development Department of Labor.

01-72

BILL NUMBER

GENERAL FACT SHEET

BRIEF TITLE	REASON
Sub-Sublease for the One Stop Center with Dynamic Educational Systems, Inc.	

DETAILS

Reason for Legislation

Approving sub-subleasing 124 square feet at the One Stop Center of Gold's Galleria.

Discussion (Including Relationship to other Council Actions)

The Workforce Investment Act of 1998 requires creation of a one-stop center for job seekers and employers. All mandated partners are required to provide services at the one-stop. Dynamic Educational Systems, Inc. represents Job Corps, a mandated partner under WIA providing job training services for youths. DESI needs to sub-sublease space from the City of Lincoln in order to provide services at the one-stop.

POSITIONS/RECOMMENDATIONS

Sponsor	Urban Development
Programs, Departments, or Groups Affected	Workforce Investment Act
Applicants/ Proponents	Applicant City of Lincoln City Department Urban Development Other
Opponents	Groups or Individuals None known Basis of Opposition
Staff Recommendation	For
Board or Commission Recommendation	No action taken
CITY COUNCIL ACTIONS (FOR COUNCIL USE ONLY)	

8. Sublease. DESI shall not assign this lease without the written consent of the City. DESI shall not have the right to sublet any part or all of the Premises without the prior written consent of the City, Nebraska Workforce Department of Labor and Gold's Galleria.

9. Indemnification. To the fullest extent permitted by law, DESI shall indemnify, defend and Hold Harmless the City, its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from use of the Premises by DESI or from failure of DESI to keep their Premises in good condition that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of DESI or anyone directly or indirectly employed by DESI, or anyone for whose acts any of them may be liable. This section shall not require DESI to indemnify or Hold Harmless the City for any losses, claims, damages and expenses arising out of or resulting from the negligence of the City.

10. Insurance. During the term of this agreement, DESI shall obtain and maintain insurance coverage as described below.

a. DESI shall obtain public liability insurance naming and protecting DESI and the City of Lincoln, its officials, employees, and volunteers as insureds, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations in or about the premises or arising from or connected with the use, conduct or operation of this agreement whether such operations be by DESI or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury and Property Damage	1,000,000 ~~2,000,000~~ each Occurrence
B. Personal Injury Damage	1,000,000 each Occurrence
C. Contractual Liability	1,000,000 each Occurrence
D. Products Liability and Completed Operations	1,000,000 each Occurrence

ok Has 5,000,000 excess

MMB

b. All liability insurance policies shall be written on an "occurrence" basis only. All insurance coverages are to be placed with insurers authorized to do business in Nebraska and must be placed with an insurer that has an A.M.'s Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

c. All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage and showing the City of Lincoln as an additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal, or any material reduction of insurance coverage.

3. Term and Conditions of Sub-Sublease. Except as to terms set forth in this Sub-Sublease agreement, this Sub-Sublease is subject to the terms and conditions of the attached City Sublease and Master Lease. The City Sublease and the Master Lease are attached as Exhibit A and are incorporated herein by reference. In the Master Lease, where the term "Lessee" appears, "Sub-Sublessee" will be substituted. Where the term "Lessor" appears, "Sub-Sublessor" will be substituted. Where the term "Tenant" appears, it will be referenced as "Sub-Subtenant" and where "tenancy" appears, it will be referenced as "Sub-tenancy".

3. Rent. DESI agrees to pay the City as rent two thousand one hundred and forty five and No/ 100 Dollars ($2,145.00) which represents ten equal monthly installments of two hundred fourteen dollars and fifty cents ($214.50). DESI agrees to pay one thousand two hundred and eighty seven and No/100 Dollars ($1,287.00) on March 15, 2001 for the months of October, November, December 2000 and January, February and March, 2001. Thereafter, payment for the remaining months of April, May, June and July 2001 will be billed by the City to DESI on a monthly basis, due in advance on the first of each month, the last such monthly installment due on the 1st day of July, 2001.

4. Leased Premises. DESI's rent payment of $2,145.00 represents payment for 234 square feet as apportioned below:

a. Occupied Space. This sub-sublease provides DESI with one hundred twenty four (124) square feet of occupied space at a rental rate of $11.00 per square foot within the City's subleased area at Gold's Galleria, 1010 N Street, Lincoln, Nebraska for a ten month sub-sublease cost of one thousand one hundred thirty seven and No/100 Dollars ($1,137.00).

b. Common Space. Common space shall be apportioned according to the percentage of occupied space. The parties agree the City subleases 1,600 square feet of occupied space and 1,424 square feet of common space from the Department of Labor. This sub-sublease provides DESI with .077% of the occupied space. Applying that percentage to the 1,424 square feet of common space, this sub-sublease provides DESI with one hundred ten (110) square feet of common space at a rental rate of $11.00 per square foot for a ten month sub-sublease cost of $1,008.00.

5. Maintenance. DESI shall maintain their sub-subleased occupied premises in a neat and clean condition.

6. Risk of Loss. The City is not in any way responsible for the property of DESI or any of its employees, agents, invitees, kept, stored or maintained on the premises and in no way assumes liability for any loss of property through fire, theft, pilferage, malicious mischief, or any other happening whatsoever.

7. Condition of Premises. DESI acknowledges that it has inspected the premises and is fully satisfied therewith. The City has made no representations or warranties with regard to the premises except as set forth herein.

00-218 Introduce: 12-11-00

ORDINANCE NO. 17778

AN ORDINANCE accepting and approving a Sub Lease Agreement between the State of Nebraska and the City of Lincoln for a lease of space at 1010 N Street, Lincoln, Lancaster County, Nebraska for a term of August 1, 2000 through July 31, 2001 for use by the Urban Development Department at the One Stop Center for job seekers and employers.

BE IT ORDAINED by the City Council of the City of Lincoln, Nebraska:

Section 1. That the Sub Lease Agreement between the City of Lincoln, Nebraska and the State of Nebraska (Department of Labor) which is attached hereto marked as Attachment "A" and made a part hereof by reference under which the City will lease space at 1010 N Street, for a period of one year upon the terms and conditions as set forth in said Sub Lease Agreement is hereby accepted and approved, and the Mayor is authorized to execute said Lease Agreement on behalf of the City.

Section 2. The City Clerk is directed to return one fully executed original of said lease to the Lincoln Urban Development Department for transmittal to the State of Nebraska.

Introduced by:

AYES: Camp, Cook, Fortenberry, Johnson, McRoy, Seng, Shoecraft;
NAYS: None.

Approved as to Form and Legality:

City Attorney

Staff Review Completed:

Administrative Assistant

PASSED

DEC 1 8 2000

BY CITY COUNCIL

Approved this 21 day of Dec, 2000:

Mayor

11. Any formal notices or communication received by the City from the Lessor, Gold's Limited Partnership or Sub Lessor, Nebraska Workforce Development Department of Labor will be provided to DESI by providing a written copy to ~~the~~ DESI ~~representative located at the One Stop Center~~. Any formal notices or communication by DESI to the City shall be in writing and mailed or personally served upon The City of Lincoln, Attention Dan Cain, Workforce Development, 1010 N Street, Lincoln, Nebraska, 68508.

RAR Corporate office (below)

12. This sublease may be amended only by written agreement of both parties.

13. Capacity. The undersigned person representing DESI does hereby agree and represent that he is legally capable to sign this Agreement.

IN WITNESS WHEREOF, the City of Lincoln (Sub-Sublessor) and DESI (Sub-Sublessee) have executed this sub-sublease on this ____ day of _____, 2001.

City of Lincoln
555 South 10th Street
Lincoln, Nebraska 68509
SUB-SUBLESSOR

BY:_____
Mayor Don Wesely

DESI
8433 N. Black Canyon Highway
Suite 178
Pheonix, Arizona 85021

BY: Ralph A. Rockow
Ralph A. Rockow
Chairman of DESI

All parties acknowledge that the above signature on behalf of the City of Lincoln is conditional upon the approval of the Lincoln City Council of Lincoln, Nebraska.

Gold's Galleria hereby consents to and approves the terms of the foregoing sub-sublease.

Gold's Limited Partnership

BY: Dawn Nowka
Dawn Nowka

to abide by all of the terms and provisions of this sublease. Should the rental rate of any Sub Lessee of the City amount to a rental rate above $11.00 per square foot, Sub Lessee agrees that 50% of the rate above the rental rate will be provided to Gold's Limited Partnership.

This sublease may be amended only by written agreement of both parties.

IN WITNESS WHEREOF, the NE Workforce Development, Department of Labor, and City of Lincoln, (Tenant Agency) have executed this sublease on the day and year first above written.

NE Workforce Development
Department of Labor
550 South 16th Street
Lincoln, NE 68509

BY: Kay Marti
Kay Marti, Director of Finance

City of Lincoln, Nebraska
555 S. 10th Street
Lincoln, NE 68509

BY: Don Wesely
Mayor Don Wesely

All parties acknowledge that the above signature on behalf of the City of Lincoln is conditional upon the approval of the Lincoln City Council of Lincoln, Nebraska.

Gold's Galleria hereby consents to and approves the terms of the foregoing sublease.

Gold's Limited Partnership

BY: Dawn Howka

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MAYOR'S OFFICE

SUB LEASE

between

NE Workforce Development, Department of Labor

and

City of Lincoln

This sublease made as of the 23rd day of October, 2000, by and between NE Workforce Development, Department of Labor, hereinafter called 'Sub Lessor' and the City of Lincoln, hereinafter called the 'Sub Lessee'.

Sub Lessor leases said premises from Gold's Limited Partnership hereinafter called " Gold's" . The terms of this sublease are in regards to a portion of the premises leased by Sub Lessor, with such portion subject to the terms of the attached lease between the NE Workforce Development, Department of Labor, and Gold's , either now or hereinafter in effect, and to the extent that this sub-lease may not conflict with the terms of said lease, the lease shall be controlling. Said lease (CA- 94005) is attached as Exhibit A, and incorporated herein by reference.

The terms and conditions of this sublease are the same as those contained in the lease between the Department of Labor and Gold's. See attached Exhibit A. Any formal notices or communication from the Lessor, Gold's, will be provided to the Sub Lessee by Sub Lessor.

The term of this sublease shall commence on August 1, 2000 and shall continue until termination on July 31, 2001. Either party has the right to renew this sublease on an annual basis. This sublease may also be cancelled at the election in writing of either party with a 30 day notice.

Leased Premises: Whereas the Sub Lessee desires to lease a portion of the premises from Sub Lessor, this sublease provides Sub Lessee with 1,600 occupied square feet at a rental rate of $11.00 per square foot within the Department of Labor area at Gold's Galleria, 1010 N Street, Lincoln, Nebraska, for an annual cost of $17,600.

Common space shall be apportioned according to the percentage of occupied space. The parties agree there is, in total, 9,000 square feet of occupied space and 8,000 square feet of common space. This sublease provides Sub Lessee with 17.8% of the occupied space. Applying that percentage to the 8,000 square feet of common space area, this sublease provides Sub Lessee with 1,424 common square feet at a rental rate of $11.00 per square foot for an annual cost of $15,664. Sub Lessee shall only be responsible for 1,424 square feet of common space during the terms of this sublease.

The Sub Lessee shall pay to the Sub Lessor as fixed rent for the premises during the terms of this sublease, the sum of $33,264, which represents the fixed and complete payment for said premises. Payment will be billed by the Department of Labor to Sub Lessee on a quarterly basis (October-January-April-July). Payment for the months of August, September and October 2000, will be due on October 1, 2000. Quarterly installments thereafter will be due on the first day of January 2001, April 2001 and July 2001.

The Sub Lessee shall not assign this lease without the written consent of the Sub Lessor, but shall, in any event, have the right to sublet the subleased premises to any party or governmental subdivision with the approval of the Gold's Limited Partnership. Sub Lessee shall submit in writing a request to sublet said premises to Gold's Limited Partnership. Gold's Limited Partnership agrees to respond to said request within ten days from receiving said request. Any Sub Lessee of the City of Lincoln must agree

c) Amsberry
Holland
Sanchez

STATE OF NEBRASKA

LEASE ADDENDUM CA-94005

The lease agreement (CA-94005) dated August 1, 1994 between Gold's Limited Partnership (Lessor), the Department of Administrative Services, State Building Division (Lessee) and the Department of Labor (Tenant Agency) for office space at:

Gold's Galleria
1010 'N' Street
Lincoln, Nebraska

is extended as herein provided. Lessor, Lessee and Tenant Agency hereby agree that said lease shall be extended for one year. The lease extension term shall commence on August 1, 1999 and shall end on July 31, 2000. Yearly rental is based on **$ 9.21** per square foot for **17,000** usable square feet of office space. Lessee shall pay Lessor **$ 156,570.00** per year payable in equal monthly installments of **$ 13,047.50**.

All other terms and conditions of the original lease agreement shall remain the same and are hereby ratified and confirmed.

APPROVED:

Lessor
Authorized Representative

Date 3/10/99

Lessee
Property Manager
State Building Division

Date 4/12/99

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FINANCE
DIVISION

STATE OF NEBRASKA

LEASE ADDENDUM CA-94005

The lease agreement (CA-94005) dated August 1, 1994 between Gold's Limited Partnership (Lessor), the Department of Administrative Services, State Building Division (Lessee) and the Department of Labor (Tenant Agency) for office space at:

Gold's Galleria
1010 'N' Street
Lincoln, Nebraska

is extended as herein provided. Lessor, Lessee and Tenant Agency hereby agree that said lease shall be extended for three (3) years commencing **August 1, 2000** and expiring **July 31 2003.**

Annual rental is based on 17,000 square feet of office space. Rent schedule is:

Lease Term	Cost Per Square Foot	Annual Rent	Monthly Rent
8-01-2000 thru 7-31-2001	$11.00	$187,000.00	$15,583.33
8-01-2001 thru 7-31-2002	$11.25	$191,250.00	$15,937.50
8-01-2002 thru 7-31-2003	$11.50	$195,500.00	$16,291.67

In addition, effective August 1, 2000, Lessor will be responsible for all costs relative to all utilities required to service the Demised Premises. These were previously the responsibility of the Tenant Agency.

Lessor and Lessee shall have the right of cancellation of this lease agreement upon giving a one hundred (120) days notice of such cancellation in writing.

All other terms and conditions of the original lease agreement and subsequent addendum shall remain the same and are hereby ratified and confirmed.

APPROVED:

Dave Hawtka
Lessor
Authorized Representative

7-5-00
Date

Lessee
Property Manager
State Building Division

7/14/00
Date

4. TERMINATION, if no appropriated funds are available to the Lessee for the purpose of paying rentals on the premises, this lease shall terminate at the election in writing of either party hereto. If any Governor's budget message is such that it does not include funds to pay rentals hereunder, notice of such fact shall be given promptly to Lessor, and if at any time it appears that appropriations will be depleted in the future, or not available for rentals hereunder, notice of such fact and the estimated date of depletion shall be given promptly to Lessor. If only a portion of the funds necessary to pay the rentals hereunder are appropriated, the lease may be kept in force with a prorata share of the space and corresponding rental decreased. Any such reduction shall be agreed upon by both parties.

5. NOTICES, all notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed as follows:

To the Lessor at:

Gold's Limited Partnership
1033 'O' Street
Lincoln, Nebraska 68508

To the Lessee at:

DAS/State Building Division CA-94005
10th Floor, State Capitol
P.O. Box 94924
Lincoln, Nebraska 68509-4924
Phone: (402) 471-3191

6. ASSIGNMENT AND SUBLETTING, the Lessee shall not assign this lease without the written consent of the Lessor, but shall in any event have the right to sublet the leased premises to another governmental subdivision. Any occupant, assignee, or sublessee must agree to abide by all of the terms and provisions of this lease.

7. INSPECTION, Lessee agrees to permit the Lessor and/or its authorized representative to enter the Demised Premises at all reasonable times during usual business hours for the purpose of inspecting the same, or for the making of any necessary repairs for which the Lessor is responsible or feels necessary for the safety and preservation of the Demised Premises.

8. FIXTURES AND PERSONAL PROPERTY, any trade fixtures, equipment or personal property installed in or attached to the Demised Premises by or at the expense of Lessee, shall be and remain the property of the Lessee and Lessor agrees that Lessee shall have the right to remove any and all of its trade fixtures. Equipment and other personal property which it may have stored or installed by or at the expense of Lessor shall be and remain the property of the Lessor. Lessee agrees that it will, at its expense, repair any damage occasioned to the Demised Premises by reason of the removal of its trade fixtures, equipment and other personal property.

9. ALTERATIONS, Lessee acknowledges that the Demised Premises are leased in " good " condition. Lessee will not permit any alterations of or additions to any part of the Demised Premises, except by written consent of Lessor, which consent shall not be unreasonably withheld, and all alterations and additions to the Demised Premises shall remain for the benefit of Lessor unless otherwise provided in said consent. Notwithstanding the foregoing, Lessee may, without consent of Lessor, make additions to or alterations, repair or redecorating the Demised Premises of a non-structural nature, provided that upon completion of such alterations and additions the fair market value of the Demised Premises and rental value thereof will not be less than the fair market value and rental value of the Demised Premises immediately prior to such alterations and additions. Lessee hereby indemnifies Lessor against liens, costs, damages and expenses with respect to any such additions or alterations.

10. RETURN OF PREMISES, at the conclusion of this lease or any extension thereof, Lessee shall return the property to the Lessor in the same condition as it was received at commencement of this lease, normal wear and tear excepted. If at the conclusion of this lease or any extension thereof, the Lessor is of the opinion that Lessee is not leaving the premises in the same condition as it was received, normal wear and tear excepted, then such costs of restoration will be determined by a panel of three (3) persons consisting of Lessee, Lessor and one (1) person selected by mutual consent of both parties.

11. DESTRUCTION OF PREMISES. should said premises be made unfit for occupancy due to fire or other unavoidable casualty, said tenancy shall immediately terminate and Lessee shall pay rent only to the time of such termination. The portion of any advance lease payment which is attributed to the period of time after the lease has been terminated in the above manner shall be refunded by Lessor to Lessee. If the damage is not of a permanent nature, Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense and the rental payments shall be suspended until said premises have been put in proper condition for occupancy.

12. REPAIR AND MAINTENANCE, during the lease term, the Lessor shall maintain the general landscaping, sidewalks and parking areas; the roof, exterior walls, exterior doors, exterior windows and the corridors of the building; and the building equipment in good repair and tenantable condition. Lessor's obligations include, but are not limited to, the maintenance and repair of the plumbing, heating, electrical, air-conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operative condition except in case of damage arising from a willful or negligent act of the Lessee's agent, invitee, or employee. Lessor's obligations shall also include, but are not limited to replacing electrical light bulbs and/or fluorescent tubes (to be provided by the Department of Labor), ballasts and starters and air conditioning and ventilating equipment filters.

13. SERVICES AND UTILITIES, the Lessor shall furnish to the Lessee, during the lease term, at Lessor's sole cost, the following services, utilities and supplies:

Utilities (specify): See Attachment 'Utilities'.

Janitor Service and Supplies: Will be provided by Lessor as per proposal. (A schedule of janitorial services may be attached and made a part of this lease.)

Parking (# of stalls): 1 parking stall and a parking validation system for clientele and visitors will be provided by Lessor.

Other: None.

The Lessee agrees to pay for telephone and/or computer services supplied to the Demised Premises. If applicable, the Lessor or responsible party of the building structure shall provide communication cabling facilities to each desk and/or work station within this office area. Each desk and/or work station shall have a telephone and computer jack provided. Each telephone and computer jack shall be terminated on separate cables, which shall be terminated to separate connecting blocks at a common central location. All terminations shall be performed by qualified personnel in the telecommunications field. Each telephone cable shall be a four-pair, 24 gauge, category 3, unshielded twisted pair cable. Each computer cable shall be a four-pair, 24 gauge, category 5, unshielded twisted pair cable. Installation methods and procedures shall meet the standards set by the Division of Communications.

14. HOLDING OVER, in the event the Lessee remains in possession of the premises after the expiration of the lease term, or any extension thereof, this lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable, excepting only that rental payable during any holdover period shall be an amount mutually agreed by Lessee and Lessor and not less than rental payable during the term hereof.

15. GENERAL PROVISIONS: EMINENT DOMAIN, if the whole of the building or the premises or a substantial part of the premises shall be taken or condemned by any competent authority for any public use or purpose, the terms of this lease shall end upon and not before the date when possession of the part so taken shall be required for such use or purchase, and without apportionment of the award, and current rent shall be apportioned to the date of termination.

16. COMPLIANCE WITH LAW, Lessor shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements and orders of duly constituted public authorities now or hereafter in any manner affecting the Demised Premises, or the use thereof, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may be hereinafter enacted involved a change of policy on the part of the governmental body enacting the same. Tenant shall comply with all building and use or occupancy restrictions, conditions and covenants of record; Tenant shall comply with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the Demised Premises.

This space shall meet all current code requirements, including but not limited to, fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines.

17. DEFAULT, in the event Lessee fails to pay any rental due hereinunder or fails to keep and perform any of the other terms or conditions hereof, time being of the essence, then ten (10) days after written notice of default from Lessor, the Lessor may, if such default has not been corrected, resort to any and all legal remedies or combination of remedies which Lessor may desire to assert, including but not limited to one or more of the following: (1) Declare the lease at an end and terminated; (2) sue for the rent due and to become due under the lease or for any damages sustained by Lessor and (3) continue the lease in effect and relet the premises on such terms and conditions as Lessor may deem advisable with Lessee remaining liable for the monthly rent plus the reasonable cost of obtaining possession of the premises and of any repairs and alterations necessary to prepare the premises for reletting, less the rentals received from such reletting, if any. No action by Lessor shall be construed as an election to terminate the lease unless written notice of such intention be given to Lessee. In case Lessor, after written notice from the Lessee indicating the Lessor has failed to comply with any requirements of this lease in regard to a specified condition, shall fail, refuse or neglect to comply therewith, within thirty (30) days or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, the Lessee may resort to any and all legal remedies or combination of remedies which Lessee may desire to assert, including but not limited to one or both of the following: (1) declare the lease at an end and terminated with a period of time to be determined by the Lessee; (2) perform such maintenance or make such repair at its own cost and, in addition to any other remedy the Lessee may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

18. CERTIFICATE OF INSURANCE/NOTICE OF SELF-INSURANCE, the State of Nebraska, under the provisions of Reissue Revised Statutes, 1943, Section 81-8,239-01, self-insures all such exposures and is financially capable of retaining these losses should they occur. If there is a liability loss under the provisions of any agreement signed by an agency of the State of Nebraska, a claim may be filed with the State Claims Board and, if approved, will be paid from the State Tort Claims Fund. The State retains all rights and immunities under the State Tort Claims Act, R.R.S. 1943, Section 81-8,209 et al and any other provisions of law. Workers' compensation is statutorily required in Nebraska and the State is fully self-insured. Occupational - diseases are fully covered by law.

19. INDEMNIFICATION, the State of Nebraska (Lessee) shall not be responsible for any liabilities resulting from negligent acts or omissions of the Lessor and; that the Lessor will hold the State (Lessee) harmless from any damages or injuries caused by the Lessor, its agents or employees.

20. PRIOR TO THE EXECUTION of this lease, the following special provisions were agreed upon:

See Addendum 'A'

LESSEE:

Director
Department of Administrative Services

6/24/94
Date

Administrator, State Building Division
Department of Administrative Services

6-9-94
Date

LESSOR:

Authorized Representative

6-20-94
Date

(47-0830953)
Federal I.D. Number

Utilities

The Tenant Agency shall furnish, at its own cost, all directly separately metered utilities necessary to the enjoyment and use of the leased space including gas, electricity or other form of energy as may be required to adequately heat, light and air-condition said premises, water and sewer use charges and telecommunication services.

Tenant Agency shall also pay for its proportionate share of any utilities not separately metered based on the Tenant Agency's proportionate share of occupied space in the building. This cost is to be estimated on an annual basis by the Lessor, furnished to the Tenant Agency prior to the effective period, in the form of a "utility estimate" and billed to Tenant Agency by Lessor on a monthly basis.

Addendum 'A'

Lessor, at a minimum, has agreed to resolve the following issues in a timely manner, not to exceed thirty (30) days from lease commencement date.

1. Address all cooling and humidity problems as per attached letter dated April 14, 1994 from Lawrence E. Fiedler.

2. Install a diesel fume sensor (sensidyne model 1000) within the outside air intake which automatically will shut down outside air inflow when diesel fumes are detected as per attached letter dated April 14, 1994 from Lawrence E. Fiedler.

3. Install automatic flush valves (optima plus) in all commodes in the first floor restrooms within the demised space as per attached letter dated April 14, 1994 from Lawrence E. Fiedler.

4. Meet all applicable ADA requirements in the first floor restrooms within the demised space.

5. Ensure that the front entrance (vestibule) to the demised premises shall meet all applicable ADA requirements.

6. All other items contained in the space specifications and Gold's proposal, except as may be otherwise noted in the lease, shall be provided.

Miscellaneous:

Liability for all glass windows/doors will be Gold's EXCEPT the window where the dropbox is installed (the liability will be 50/50 on this specific window).