

REAL ESTATE PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made and entered into this 11th day of ~~11th~~ Oct., 2005, by and between Herbert J. Friedman, Richard A. Johnson, and Stuart Marx, as tenants in common, (Seller), and the Lincoln Lancaster County Public Building Commission, a body politic created pursuant to the laws of the State of Nebraska (Buyer).

RECITALS

A. Seller is the owner of certain real estate legally described as Lots 11 and 12, Block 130, Original Plat, and Lots A and B, Billingsley's Subdivision of Lot 1 and all of Lot 2, Block 145, Original Plat, Lincoln, Lancaster County, Nebraska (Property); and

B. Seller agrees to sell, convey, and demise by warranty deed and Buyer agrees to acquire the Property, according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements set forth below, the parties agree as follows:

1. Sale and Purchase. At Closing, Seller shall transfer and sell the Property, including the parking on Lots A and B, Billingsley's Subdivision of Lot 1 and all of Lot 2, Block 145, Original Plat, Lincoln, Lancaster County, Nebraska, and Buyer shall purchase and take possession of the Property from Seller; provided, however, that Buyer may take possession of a portion of the property immediately upon execution of this Real Estate Purchase Agreement, as set forth hereafter. The sale includes all of the systems furniture in the Nebraska Title Office.

2. Purchase Price and Payment. The agreed upon Purchase Price that Buyer shall pay to Seller is One Million Five Hundred Thousand Dollars (\$1,500,000.00) of which Buyer will deliver Ten Thousand Dollars (\$10,000.00) earnest money upon the execution of this Agreement by both parties and the balance to be paid at the time of closing subject to adjustments and prorations as herein provided. The date of closing shall be no later than January 1, 2006, or such other date to be agreed upon by the parties in writing.

3. Inspection, Repair, and Maintenance. The Seller will maintain the property and make any repairs necessary to keep the building in working condition to the date of closing. The Seller agrees to permit Buyer to inspect the Property at least 60 days prior to closing to ascertain that all equipment in the building is in working condition, ordinary wear and tear excepted. All such inspections shall be at Buyer's expense.

4. Occupancy Before Closing. Upon execution of this Agreement, Buyer may take immediate possession of all unoccupied and unrented space in the property which will include the first floor, portion of the second floor and space occupied by the Democratic Party after they vacate the building on April 30, 2006. Buyer shall have no obligation to pay rent for such space.

5. Taxes and Assessment. The real property shall be conveyed to the Lincoln Lancaster County Public Building Commission free and clear of all property taxes to the date of possession and free and clear of all assessments levied or assessed against the real estate for improvements completed or started prior to the date of possession; provided, however, that Buyer shall remain liable for all unpaid property taxes only during the period it occupies the space rent free prior to closing.

6. Conditions at Closing. Closing shall be no later than January 1, 2006. At closing, Buyer shall take possession of the property subject to the following leases then in existence:

a. A lease in favor of Quali-Graphs which will expire January 31, 2007; and

b. A lease in favor of Center Star Marketing which will expire January 31, 2008;

and,

c. A lease in favor of Friedman Law Office which will expire August 31, 2007.

Buyer shall be entitled to collect all rent owing by Quali-Graphs, Center Star Marketing, and Friedman Law Office. Seller will provide Buyer with the original leases at closing. In addition, after the lease of the Friedman Law Office expires, it may rent two (2) parking spaces for Sixty Dollars (\$60.00) per month until September 1, 2013.

7. Title and Possession. Seller agrees to deliver at Closing a general warranty deed to the Property. The general warranty deed shall convey from Seller to Buyer marketable title to the

Property, free and clear of all mortgages, deeds of trusts, leases, encumbrances, liens, statutory rights, unpaid special assessments, covenants, charges or adverse claims of any kind or character whatsoever, except for the leases referred to in the foregoing paragraph and easements and restrictions of record that are acceptable to Buyer and its counsel. Seller shall deliver possession to the Property to Buyer at the time of Closing. This agreement is conditioned upon Seller having and maintaining a good, valid, and merchantable title in fee simple to the Property.

8. Title Insurance. Twenty (20) days prior to Closing, Seller shall furnish Buyer and its counsel with a commitment for an owner's policy of title insurance in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00), which insures marketable title to the Property, subject only to the easements, restrictions and other matters of record that are acceptable to the Buyer and its counsel. Written notice of any easement, restriction or other matter affecting title to the Property that is unacceptable to Buyer or its counsel shall be delivered to Seller within 10 days from receipt of the commitment. Written notice of any easement, restriction or other matter affecting title to the Property contained in the updated commitment that is unacceptable to Buyer or its counsel shall be delivered to Seller within ten (10) days from receipt of such commitment. Seller shall have a reasonable period, not exceeding thirty (30) days, to cure any unacceptable easement, restriction or other matter affecting title to the Property. The premium for the title insurance policy shall be paid by the Buyer.

9. Inspection and Testing. At any time within ninety (90) days after the date of this Agreement, Buyer and its employees and agents shall have the right to enter upon the Property and perform such tests and inspections as it deems necessary to determine suitability and environmental conditions of the Property. Buyer shall restore the Property to original condition if such tests alter the grade, compaction surface, or vegetation. Buyer shall use its best efforts to avoid unnecessary disruptions to the tenants of adjacent property owned by the Seller.

10. Condition of Property. Seller represents that he has no knowledge of any adverse environmental conditions which affect the Property, the value thereof, or liability in connection

therewith. Seller's representation is continuous and Seller shall fully disclose adverse environmental conditions which develop during the pendency of this Agreement between the time Buyer completes testing and the time of closing. Buyer may elect, in Buyer's sole discretion, to either (i) accept the Property based upon the facts then known from disclosure or testing; or (ii) terminate this Agreement, in which event all sums paid to Seller pursuant to this Agreement shall be returned to Buyer within five business days and neither party shall have any further obligation or liability to the other.

11. Taxes, Assessments and Other Costs. All taxes related to the Property in the year of Closing and all prior years shall be timely paid by Seller at or prior to Closing. Any tax related to the Property for the year of Closing shall be prorated to the date of Closing based on the most recent property valuation and the most recent mill levy. Buyer shall pay any fees which are payable upon the recording of the warranty deed from Seller to Buyer.

The costs of the preparation of all documents and other related expenses in connection with the sale of the Property and the completion of the sale at Closing shall be paid by the Buyer.

12. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

a. Authority Relative to Agreement. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies. Seller is the owner of the Property and no other persons have any interest in such real estate, except as set forth in this Agreement.

b. Brokers. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading

to this Agreement or the consummation of the transactions contemplated hereby, and Seller is not aware of any claim or basis for any claim for payment of any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

c. Floodplain. The property is not located in a designated floodplain.

d. Endangered Species. Seller is unaware of the property being a home to an endangered species.

13. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

Authority Relative to Agreement. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, or reorganization.

14. Indemnification by Seller. Seller agrees to indemnify and hold Buyer harmless against, and will reimburse Buyer upon demand for, any payment, loss, cost or expense (including reasonable professional fees and reasonable costs of investigation incurred in defending against such payment, loss, cost or expense or claim therefore) made or incurred by or asserted against Buyer in respect of any and all damages or deficiencies resulting from:

a. Any omission, misrepresentation, breach of warranty, or non-fulfillment of any term, provision, covenant, or agreement on the part of Seller contained in this Agreement;

b. Any deed, exhibit, certificate, instrument or other agreement furnished or to be furnished by Buyer pursuant to this Agreement or any other agreement involving the parties hereto and contemplated hereby.

15. Warranty Deed and Title Insurance Commitment. Buyer shall receive at Closing a warranty deed for the Property, executed easements in the form as attached, and a commitment for title insurance in accordance with this Agreement.

16. Risk of Loss. All risk of loss or damage to the property by fire or other casualty until Closing is retained by the Seller, and in such event, the Buyer shall have the right and option to cancel this Agreement and receive all monies paid under the Agreement.

17. Binding Effect - Benefits. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

19. Severability. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.

20. Threat of Eminent Domain. This Real Estate Purchase Agreement is entered into and Sellers are selling this property to Buyer under threat of eminent domain.

21. Time of Essence. The parties agree that time is of the essence in the performance of their respective obligations hereunder.

Executed by Buyer this _____ day of _____, 2005.

LINCOLN LANCASTER COUNTY PUBLIC
BUILDING COMMISSION,
a municipal corporation,

By: _____
Larry Hudkins, Chair

Executed by Seller this 11th day of October, 2005.

[Handwritten Signature]

Herbert J. Friedman

[Handwritten Signature]

Richard A. Johnson

[Handwritten Signature]

Stuart Marx

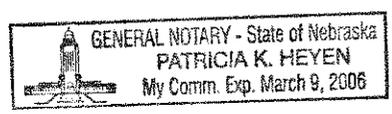
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____ 2005, by Larry Hudkins, Chair of the Lincoln Lancaster County Public Building Commission.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11th day of October 2005, by Herbert J. Friedman.

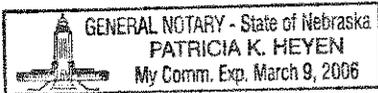


[Handwritten Signature]

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

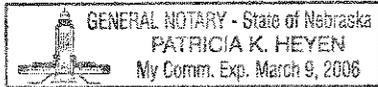
The foregoing instrument was acknowledged before me this 11th day of October 2005, by Richard A. Johnson.



Patricia K. Heyen
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this 11th day of October 2005, by Stuart Marx.



Patricia K. Heyen
Notary Public