

**LEASE AGREEMENT  
PROVIDING FOR THE LEASE OF  
633 SOUTH 9<sup>TH</sup> STREET ( \_\_\_\_\_ FACILITIES)  
FROM  
CITY OF LINCOLN, NEBRASKA  
AND  
THE COUNTY OF LANCASTER, NEBRASKA  
TO  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

This **LEASE AGREEMENT** (the "**Site Lease**") is made and entered into this \_\_\_\_\_ day of December, 2005, by and among the City of Lincoln, Nebraska (the "**City**"), and The County of Lancaster, Nebraska (the "**County**"), jointly as lessor, and the Lincoln-Lancaster County Public Building Commission (the "**Commission**"), as lessee.

**RECITALS**

1. The Commission is a body politic and corporate and an instrumentality of the State of Nebraska (the "**State**") exercising essential governmental functions and existing pursuant to Chapter 13, Article 13, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"), which has been duly activated by the City and the County pursuant to the Act for the purpose of facilitating the ownership and use of any project (as defined in the Act) for the benefit and use of the City and the County.

2. The Act authorizes the Commission to acquire by purchase, in the name of the City and the County, real property or rights and easements thereon necessary or convenient for its corporate purposes, subject to approval by both the City and County pursuant to the Interlocal Agreement dated July 10, 1996 among the City, the County and the Commission.

3. The City, the County and the Commission have found and determined that it is necessary, desirable, advisable and in the best interest of the City, the County and the Commission that the Commission (a) acquire, in the name of the City and the County certain real property located at 645 South 9<sup>th</sup> Street and 701 South 9<sup>th</sup> Street in the City and commonly known as "Courthouse Plaza" (the "**Facilities**") for the use of the City and the County and their respective departments, agencies, and functions and (b) issue \$ \_\_\_\_\_ aggregate principal amount of its Lease Rental Revenue Bonds, Series 2005B, dated the date of delivery thereof (the "**Bonds**") to provide funds to (1) pay the costs of acquiring the Facilities, (2) fund a debt service reserve fund with respect to the Bonds, and (3) pay certain costs of issuing the Bonds.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto do agree as follows:

**Section 1. Demise.** The City and the County do hereby lease to the Commission the real property legally described as follows, together with any and all structures located thereon:

Lots 11 and 12, Block 130, Original Plat, Lincoln, Lancaster County Nebraska; and

Lots A and B, Billingsley's Subdivision of Lot 1 and Lot 2, Block 145, Original Plat, Lincoln, Lancaster County, Nebraska

**Section 2. Term.** The term of this Site Lease shall commence upon the execution and delivery hereof by the City, the County and the Commission and expire on \_\_\_\_\_, 2025, unless extended by the written agreement of the City and the Commission; provided, however, that this Lease may be terminated on such date as may be mutually agreeable to the City and the Commission but not earlier than the date (a) all of the Bonds, together with all bonds of the Commission issued in whole or in part to refund the Bonds directly or indirectly have been paid in full or the payment of the Bonds provided for in accordance with **Section \_\_\_\_** of the resolution of the Commission authorizing their issuance and (B) the Lease Agreement, dated the date of its execution and delivery, by and among the Commission, as lessor, and the City and the County, jointly, as lessees, or any extension thereof has been terminated as is of no further force and effect.

**Section 3. Use of Premises.** The Commission shall use the premises demised hereunder only for the purpose of providing space to City and County departments, agencies, and functions; provided, however, that the Commission may, with the approval of the City and the County, lease to the United States of America, the State of Nebraska or any body, board, agency, corporation or other governmental entity of either of them, or other governmental units for use by them, all or any part of the Facilities to the extent that such use is not required by the City or the County. Except as may be otherwise provided by agreement with the City and the County, the Commission shall be responsible for maintaining, improving, remodeling, operating, and reconstructing the demised premises, as may be from time to time deemed necessary or desirable.

Except as may be otherwise provided by agreement with the City and the County, the Commission shall furnish services, including, but not limited to: heat, water, electricity, air conditioning, elevator services, cleaning services, and all other upkeep, maintenance, and repair and shall provide such services in a good and workmanlike manner; provided, however, that the Commission shall not be liable to the City or the County for damages for failure to furnish or delay in furnishing any service mentioned above, or any part thereof, when such failure to furnish, or delay in furnishing, is occasioned by a need for repairs, renewals, or improvements, or in whole or in part by any strike or labor controversy, or by any accident or casualty whatsoever or by any unauthorized act or default of any employee of the Commission, or for any other cause or causes beyond the reasonable control of the Commission.

**Section 4. Acquisition of the Facilities.** The City, the County and the Commission agree that the Commission shall, in the name of the City and the County, acquire the fee simple title to the Facilities for use by the City and the County. The Commission agrees to complete acquisition of the Facilities for use by the City and the County.

**Section 5. Building Policies.** The Commission shall be responsible for the promulgation of appropriate policies regarding smoking, signage, and use of common areas within and upon the demised premises, and for the promulgation of appropriate parking regulations within parking areas open to the public.

**Section 6. Books and Records of Commission.** All books and records of the Commission with reference to the cost of operating, maintaining, and repairing the demised premises shall at all reasonable times be open for inspection and audit by properly designated officers of the City or County.

**Section 7. Insurance.** The Commission shall keep the Facilities insured against damage or loss by fire or other casualty. It is agreed that in the event of loss of, or damage to, the demised premises, the Commission may, at its option, rebuild or repair the demised premises, or in the event the Commission elects not to rebuild or repair the demised premises, this Lease shall, upon written notice of such determination by the Commission to the County and the City, thereupon terminate and the proceeds of all insurance shall be used and applied to the payment and redemption of the Bonds.

The Commission shall carry premises liability insurance covering the demised premises.

**Section 8. Utilities; Taxes; Special Assessments.** The Commission shall pay all charges for electricity, water, gas, and other utility services (except telephone, cable television, and any computer cable services) used on the demised premises. The Commission further agrees to pay all taxes and assessments, if any, upon the demised premises which are payable during the term hereof.

**Section 9. Assignment and Subletting.** The Commission may assign or transfer this Lease, or underlease or sublet the whole or any part of the demised premises only with the written consent of the City and the County.

**Section 10. Quiet Possession.** The City and the County each covenant that they are jointly seized of the leased premises and have full right to make this Site Lease, and that the Commission shall have quiet and peaceful possession of the demised premises during all of the term hereof as against lawful acts of third parties and as against the acts of all parties claiming title to, or a right to the possession of the demised premises.

**Section 11. Unlawful Use.** The Commission shall not make or suffer any use or occupancy of the demised premises contrary to any law or ordinance now in effect or hereinafter enacted.

**Section 12. Personal Property of City and County.** Personal property in the demised premises shall be kept there at the risk of the tenants of the Facilities only, as their interests may appear. The Commission shall not be liable for any damage to any property at any time in said demised premises caused by steam, electricity, sewage, gas, or odors, or from water, rain, or snow which may leak into, issue, or flow from any part of the building of which the demised premises are a part, or from pipes, or plumbing works of the same, or from any other place or quarter, or for any damage done to property of any tenant in moving the same to or from the building or demised premises. Each tenant shall give to the Commission, or its agent, prompt written notice of any accident to or defects in water pipes, gas, or heating or cooling apparatus in areas occupied by such tenant, of which such tenant has knowledge, which defects shall be remedied with due diligence by the Commission.

**Section 13. Successors and Assigns.** This Site Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

**Section 14. Counterparts of Lease.** This Site Lease has been executed in several counterparts, each of which may be considered as an original.

*[The remainder of this page intentionally left blank.]*

**IN WITNESS WHEREOF**, the City, the County and the Commission have caused this Site Lease to be executed by their duly authorized officers.

Executed by the City this \_\_\_\_\_ day of December, 2005.

ATTEST:

**CITY OF LINCOLN, NEBRASKA**  
A Municipal Corporation

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Executed by the County this \_\_\_\_\_ day of December, 2005.

ATTEST:

**THE COUNTY OF LANCASTER, NEBRASKA**

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chair, Board of Commissioners

Executed by the Commission this \_\_\_\_\_ day of December, 2005.

**LINCOLN-LANCASTER COUNTY PUBLIC  
BUILDING COMMISSION**

By: \_\_\_\_\_  
Chair, Board of Commissioners



**LEASE AGREEMENT  
PROVIDING FOR THE LEASE OF  
633 SOUTH 9<sup>TH</sup> STREET (\_\_\_\_\_ FACILITIES)  
FROM  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
TO  
CITY OF LINCOLN, NEBRASKA  
AND  
THE COUNTY OF LANCASTER, NEBRASKA**

This **LEASE AGREEMENT** (the “**Agreement**”) is made and entered into this \_\_\_\_\_ day of December, 2005 by and among the Lincoln-Lancaster County Public Building Commission (the “**Commission**”), as lessor, the City of Lincoln, Nebraska (the “**City**”) and The County of Lancaster, Nebraska (the “**County**”), jointly, as lessees.

**RECITALS**

1. The Commission is a body politic and corporate and an instrumentality of the State of Nebraska (the “**State**”) exercising essential governmental functions and existing pursuant to Chapter 13, Article 13, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), and has been duly activated by the City and the County pursuant to the Act for the purpose of facilitating the ownership and use of Facilities (as defined in the Act) for the benefit and use of the City and the County.

2. The Commission, the City and the County have determined that it is necessary, desirable, advisable and in the best interest of the Commission, the City and the County that certain real property located at 633 South 9<sup>th</sup> Street in the City and commonly known as “Courthouse Plaza” (the “**Facilities**”) be acquired by the Commission for the use of the City and the County and their respective departments, agencies and functions.

3. Pursuant to a resolution duly adopted by the Commission on November \_\_\_, 2005 (the “**Bond Resolution**”), the Commission has authorized the issuance of \$\_\_\_\_\_ aggregate principal amount of its Tax Supported Lease Rental Revenue Bonds, Series 2005B, dated the date of delivery thereof (the “**Bonds**”) to (a) pay the costs of acquiring the Facilities, (b) fund a debt service reserve fund with respect to the Bonds, and (c) pay the costs of issuing the Bonds.

4. The City and the County have approved the issuance of the Bonds by the Commission pursuant to Ordinance No. \_\_\_\_\_ of the City adopted November \_\_\_, 2005 (the “**City Ordinance**”) and Resolution No. 05-\_\_\_\_\_ of the County adopted November \_\_\_, 2005 (the “**County Resolution**”), respectively.

5. The Bond Resolution, the City Ordinance and the County Resolution each contemplate, approve and authorize the execution of this Agreement for the purpose of governing the acquisition, improvement and operation of the Facilities and certain matters related to the Bonds.

**NOW THEREFORE**, in consideration of the foregoing, the Act, the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission, the City and the County hereby agree as follows:

**Section 1. Ratification of Acts of Commission.** All agreements and actions of the Commission with respect to the Facilities and the Bonds prior to the date of this Agreement are hereby approved,

confirmed and ratified by the City and the County. Specifically, but without limitation, the City and the County hereby approve and ratify the acquisition of the Facilities, the expenditure of funds therefor, and the entering into of contracts and agreements in connection therewith.

**Section 2. Use of the Facilities.** The City and the County shall jointly use the Facilities and the City and the County shall each be allotted one-half (½) of the space in the Facilities; provided, however, that the City and the County may agree, in writing, to revise the percentage of allocation of space between themselves at any time. The Commission may at any time permit use by either party of allotted but unoccupied space of the other on a temporary basis until such time as the space is required by the party to whom it is allotted. The specific amount of space in the Facilities to be occupied by the City and the County, up to their maximum allotment, shall be based upon their respective requests to the Commission for space. Except as specifically provided by an amendment or amendments to this Agreement and except for any space which is leased to another party at the time the Facilities are acquired by the Commission, the Facilities shall be occupied by and used exclusively to provide office and working facilities for the City and the County; provided, however, that the City and the County may lease to the United States of America, the State of Nebraska or any body, board, agency, corporation or other governmental entity of either of them, or other governmental units for use by them, the Facilities to the extent that such use is not required by the City or the County. The Commission, the City and the County jointly and severally certify and covenant to each other and to and for the benefit of the purchasers and owners of the Bonds that so long as any of the Bonds remain outstanding under the Bond Resolution, the Facilities will not be used or otherwise occupied in any manner which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes. The Commission, the City and the County shall, prior to entering into any lease or other agreement for the use of any portion of the Facilities with the United States of America, or any body, board, agency, corporation or other governmental entity of the United States of America, obtain a written opinion of bond counsel to the Commission that such leasing or other use will not cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

The City and the County each hereby appoint the Commission as their agent for the purposes of leasing any space in the Facilities allotted to either of them and not required by the City or the County, as the case may be. The Commission is authorized to enter into leases for any such space upon such terms and conditions as the Commission shall, in its sole discretion, determine. The Commission shall give notice to the City and the County of any such lease not less than ten (10) days prior to the effective date of such lease.

**Section 3. Payment of Operating Expenses.** The City and the County shall each pay to the Commission their Pro Rata Share (hereinafter defined) of the Operating Expenses (hereinafter defined) for the entire term of this Agreement as provided in this Section. On the date of execution and delivery of this Agreement, the Commission shall deliver to the City and the County an estimate of the Operating Expenses for calendar year 2006. By the end of each calendar year thereafter during the term of this Agreement, the Commission shall deliver to the City and the County an estimate of the Operating Expenses for the following calendar year. The City and the County shall each pay to the Commission on January 15, 2006 and on the 15<sup>th</sup> day of each month during the term of this Agreement an amount equal to the Pro Rata Share of the average monthly Operating Expenses for such year as estimated by the Commission. Following the end of each calendar year during the term of this Agreement, the Commission shall deliver to the City and the County a statement of the Operating Expenses for such calendar year. If the Operating Expenses for such year exceeds the amount paid by the City and the County to the Commission with respect to Operating Expenses for such year, the City and the County shall each pay their Pro Rata Share of such excess to the Commission within 15 days of delivery to the City and the County of the statement of the Operating Expenses for such year. If the amounts paid by the City and the County to the Commission with respect to Operating Expenses for such year exceed the Operating Expenses for such year, such excess shall be credited against the amounts due from the City and the County, respectively, thereafter pursuant to this Section, or, if this Agreement has terminated, such excess shall be credited against any amounts which the

City or the County, respectively, owes the Commission pursuant to this Agreement and, to the extent all amounts which the City or the County owes the Commission pursuant to this Agreement have been paid, the Commission shall promptly pay such excess to the City or the County as their interests may appear. Any delay by the Commission in delivering any estimate or statement pursuant to this Section shall not relieve the City and the County of their obligations pursuant to this Section, except that the City and the County shall not be obligated to make any payments based on such estimate or statement until 15 days after receipt of such estimate or statement.

**“Operating Expenses”** shall be determined on an accrual basis for each calendar year by taking into account on a consistent basis all costs of operation, management, maintenance, and repairs of the Facilities, whether undertaken by the Commission pursuant to the specific provisions of this Agreement or undertaken by the Commission in the exercise of its reasonable discretion, including, but not limited to, the costs of air conditioning, heating, and ventilation, cleaning and custodial services, water and sanitary sewerage service, normal trash removal services, snow removal services, plumbing, casualty and liability insurance, Property Taxes, accounting and a reasonable management fee. Operating Expenses shall not include the costs of tenant improvements, leasing commissions, depreciation, interest, ground rent, and administrative costs not specifically incurred in the operation, management, maintenance, and repair of the Facilities. Operating Expenses shall not include any expense to the extent paid or reimbursed from insurance proceeds, but Operating Expenses shall include any deductible amount excluded from insurance coverage.

**“Property Taxes,”** as used in this Section, shall mean all real and personal property taxes and assessments, license tax, rental tax, improvement bonds, and other governmental levies imposed on or with respect to the Facilities and any property of the Commission or the Commission’s agents used principally in the operation, management, maintenance, or repair of the Facilities, together with any taxes or assessments imposed in substitution of or as a supplement to any taxes or assessments previously included within the definition of property taxes and assessments, but excluding any federal, state or local income, franchise, estate, or inheritance tax, and excluding any tax of a type allocated to the City and the County pursuant to **Section 4** hereof.

Because the Facilities are owned by the Commission, in the name of the City and the County, each a political subdivision of the State of Nebraska, and the Facilities will be occupied and used by the City and the County pursuant to the Agreement exclusively for governmental purposes and not for financial gain or profit, under present law, the Facilities would not be subject to real estate taxes. It is understood and agreed, however, that the City and the County each agree to pay their Pro Rata Share of any taxes and assessments, general and special, and all other impositions, ordinary and extraordinary, of every kind and nature which might be levied or assessed on the Facilities to the extent not paid from revenues of the Facilities pursuant to the Resolution or this Agreement.

**Section 4. Operating Expenses Payable by the City and the County.** The City and the County shall pay the cost of any telephone system or services, personal property taxes, or any other utility or services not listed in **Section 3** hereof. The City and the County shall pay a reasonable charge determined by the Commission for any utilities, custodial services, maintenance, and other services required to be provided by the Commission by reason of any use by the City and the County of any utilities or services in excess of utilities or services customarily provided for general use in the Facilities by reason of any recurrent use of the Facilities at any time other than the normal business hours of generally recognized business days and shall also pay any costs reasonably incurred by the Commission to meter or otherwise measure the amount of such utilities or services used by the City and the County.

**Section 5. Definition of Pro Rata Share.** For purposes of this Agreement, the Pro Rata Share of any Operating Expenses, Property Taxes or debt service on the Bonds payable by the City or the County

shall be determined by dividing the amount of square footage occupied by each entity by the sum of the square footage occupied by both entities and applying the resulting percentages to the total of such expenses or taxes. The Commission shall credit towards the Pro Rata Share of Operating Expenses, Property Taxes and debt service on the Bonds due from the City and the County any amount received from any other occupant of the Facilities for such Operating Expenses, Property Taxes or debt service payments on the Bonds.

#### **Section 6. Services and Utilities.**

(a) ***Services by the Commission.*** The Commission shall furnish to such portions of the Facilities as are appropriate during normal business hours of generally recognized business days such amounts of air conditioning, heating, and ventilation as may be reasonably necessary for the comfortable use and occupation of such portions of the Facilities. The Commission shall at all times furnish appropriate portions of the Facilities with elevator service and reasonable amounts of electricity for normal heating, air conditioning, lighting and office machines and shall furnish hot and cold water for lavatory and drinking purposes. The Commission shall provide sewer service, normal trash removal services, and snow removal services. The Commission shall provide custodial service equivalent to that furnished in comparable buildings, including empty waste paper baskets, dry mop and wet mop, vacuum, clean restrooms, supply toiletries, clean window sills, and clean carpet as reasonably needed. The Commission shall replace, at the expense of the City and the County, fluorescent tubes, ballasts, and light bulbs as required.

(b) ***Maintenance and Repair by the Commission.*** The Commission shall maintain the Facilities in a good condition, shall maintain the plumbing, heating, ventilating, air conditioning, elevator, electrical, and other mechanical systems of the Facilities in good working order, shall make necessary repairs to the roof and the shell of the Facilities and shall repair promptly any damage to the Facilities as provided herein.

(c) ***Interruption of Service.*** The Commission shall not be liable and no payment to the Commission shall be abated for interruptions to the telephone, plumbing, heating, ventilating, air conditioning, elevator, electrical or other mechanical or utility systems or cleaning services, by reason of accident, emergency, repairs, alterations, improvements, or shortages or lack of availability of materials or services. At any time during the term of this Agreement, any utilities or services may be conserved by the Commission without abatement of rent or other expenses if undertaken by the Commission as required by any governmental agency or in a reasonable effort to reduce energy or other resource consumption.

**Section 7. Authority of Commission.** The Commission is hereby authorized and directed to enter into agreements from time to time, without further approval or authorization by the City or the County, for the acquisition, construction, improvements, equipping, furnishing, maintenance, repair, replacement, operation and management of the Facilities, and the expenditure of funds in connection therewith. Without limiting the generality of the foregoing, the City and County hereby authorize the Commission to use the services of agents, employees and facilities of the City in connection with its obligations pursuant to this Agreement.

**Section 8. Contributions for Payment of Bonds.** The City and the County each agree to pay to the Commission from legally available funds an amount equal to its Pro Rata Share of the debt service on the Bonds. To the extent such payments are not made from other sources, the City, subject to the specific limitations set forth in Section 13-1306 of the Act, and the County hereby each covenant, warrant and agree to levy and collect taxes on all the taxable property in their respective jurisdiction, and to appropriate such funds or other funds of the City or County, sufficient in rate and amount, in the aggregate, to pay the principal or redemption price of and interest on the Bonds when due. The Commission, the City and the County may, by a supplemental agreement or agreements from time to time, provide for a different formula

for contribution of amounts for payment of the principal or redemption price and interest on the Bonds, which shall include the appropriation of funds and levy of taxes by the City and the County sufficient to pay all the principal or redemption price of and interest on the Bonds without contribution by the Commission.

The Commission, pursuant to the Bond Resolution and the Act, shall levy a tax on all the taxable property in the County sufficient in rate and amount to pay the principal or redemption price of and interest on the Bonds as the same shall become due to the extent the payments made by the City and the County hereunder are insufficient for such purposes. The City hereby pledges its authority to levy taxes and appropriate funds pursuant to Section 13-1306 of the Act and this Section and the County hereby pledges its obligation to levy taxes and appropriate funds as provided in this Section for the security and benefit of the registered owners of the Bonds. The Commission, the City and the County agree that all payments received by the Commission pursuant to the provisions of this Agreement shall be applied first to payment of the principal or redemption price of and interest on the Bonds, and the remainder to the payment of Operating Expenses and other amounts payable to the Commission pursuant to this Agreement.

The obligations of the Commission, the City and the County pursuant to this Section shall be performed without setoff, counterclaim, or defense for any reason and without abatement or deduction or defense and notwithstanding any breach or failure of performance by any other party to this Agreement. Neither party will suspend or discontinue any such obligations or payments and will perform and observe all of their other agreements in this Agreement and will not terminate this Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Facilities, the taking of the Facilities by condemnation or otherwise, the lawful prohibition of the use of the Facilities, the interference with such use by any private person, the invalidity or unenforceability or lack of due authorization or other infirmity of this Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of any party, change in the tax or other laws of administrative rulings or actions of the United States of America or the State of Nebraska or any political subdivision thereof, or failure of any part to perform and observe any agreement, whether express or implied of any duty, liability or obligation arising out of or connected with this Agreement, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the obligations and amount payable by the Commission, the City and the County hereunder shall be performed and paid in full when due without any delay or diminution whatsoever.

**Section 9. Observation of Budget and Spending Limitations.** The Commission, the City and the County each represent, warrant and agree to observe all budget and spending limitations now or hereafter imposed by law in such a manner that a sufficient portion of their tax levies or other money shall be lawfully available to pay and satisfy all of their obligations under this Agreement, and further covenant and agree that such obligations, including the obligations related to levy and appropriations for payment of the principal or redemption price of and interest on the Bonds are not such as may reasonably be expected to require levies or appropriations in excess of any applicable levy limit. Specifically, but without limitation, the Commission covenants and agrees that its obligations under this Agreement will not exceed the limitation imposed pursuant to Section 13-1304 of the Act, the City covenants and agrees that its obligations under this Agreement will not exceed the limitations imposed pursuant to Section 13-1306 of the Act, and the County covenants and agrees that its obligations will not exceed the limitations imposed pursuant to Article VIII, Section 5 of the Nebraska Constitution.

**Section 10. Benefit of Agreement.** This Agreement is entered into for and shall accrue to the benefit of and be enforceable by the Commission, the City, the County and the registered holders from time to time of the Bonds.

**Section 11. Amendments.** The parties hereto may from time to time, without the approval of the registered owners of the Bonds, consent to any amendment, change or modification of this Agreement for the purpose of curing any ambiguity, formal defect, or omission or making any other change therein which, in the judgment of the Commission, is not to the material prejudice of the Commission or the owners of Bonds.

Except for amendments, changes or modifications as provided in the preceding paragraph, no amendment, change or modification of this Agreement shall be made without the consent of a majority of the registered owners of all of the Bonds outstanding; provided, however, that no such amendment shall be permitted which would have the effect of causing the Commission to be in default in making the payments on Bonds outstanding under the Bond Resolution.

**Section 12. Term of Agreement; Miscellaneous.** This Agreement shall be in full force and effect from and after the date hereof, and shall remain in full force and effect so long as the Bonds are outstanding under the Bond Resolution. At such time as the Bond are no longer outstanding under the Bond Resolution, this Agreement may be extended for such period as may be agreed in writing by the parties hereto or this Agreement may be terminated by the mutual agreement of the parties hereto. This Agreement constitutes the entire agreement of the Commission, the City and the County with respect to the subject matter hereof. This Agreement is governed by the laws of the State of Nebraska, including specifically but without limitation, the Act.

*[The remainder of this page intentionally left blank.]*

**IN WITNESS WHEREOF**, the Commission, the City and the County have duly executed this Agreement by their appropriate officers as of the year and date first written above.

Executed by the Commission this \_\_\_\_\_ day of December, 2005.

**LINCOLN-LANCASTER COUNTY PUBLIC  
BUILDING COMMISSION**

By: \_\_\_\_\_  
Chair, Board of Commissioners

Executed by the City this \_\_\_\_\_ day of December, 2005.

ATTEST:

**CITY OF LINCOLN, NEBRASKA**  
A Municipal Corporation

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Executed by the County this \_\_\_\_\_ day of December, 2005.

ATTEST:

**THE COUNTY OF LANCASTER, NEBRASKA**

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Chair, Board of Commissioners



**EXHIBIT A**

**Legal Description of Facilities**

Lots 11 and 12, Block 130, Original Plat, Lincoln, Lancaster County Nebraska; and

Lots A and B, Billingsley's Subdivision of Lot 1 and Lot 2, Block 145, Original Plat,  
Lincoln, Lancaster County, Nebraska