

**The 3 Amigos Properties, L.L.C.
1st Lease Addendum**

This option to renew is entered into this ____ day of _____, 2008 by and between **The 3 Amigos Properties, L.L.C.**, (hereinafter the Landlord), whose address for the purpose of this lease is PO Box 6896, Lincoln, NE 68506 and **The Lincoln Police Department** whose address for the purpose of this lease 575 S. 10th, Lincoln, NE 68508.

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto hereby agree to adhere to all terms in the previously signed Lease Agreement commencing on the 29th day of September 2005. The parties hereto hereby add to the original lease terms the following terms and conditions.

- 1) **Term.** Tenant is renewing for the period of three (3) years commencing on **November 1, 2008** and shall end on **October 31, 2011**.
- 2) **Rent.** Tenant agrees to pay Landlord at the office of Landlord or at such other place as may be designated by Landlord for each term as follows:

The rent annually will be **\$69,216.00 (SIXTY-NINE THOUSAND, TWO HUNDRED SIXTEEN DOLLARS ZERO CENTS)** for a one-year term beginning November 1, 2008 through October 31, 2011 payable in equal monthly installments of **\$5,768.00 (FIVE THOUSAND, SEVEN HUNDRED SIXTY-EIGHT DOLLARS.)**



Kent C. Thompson
President of Thompson Realty Group, Inc.
Manager for The 3 Amigos Properties, L.L.C.

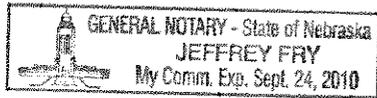
Chris Beutler
Mayor
City of Lincoln

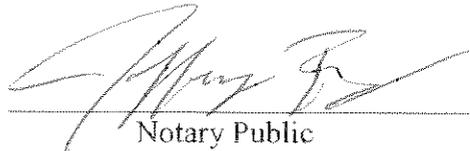
NOTARY PAGE TO FOLLOW

State of Nebraska)
) ss.
County of Lancaster)

Before me, a Notary Public qualified for said County, personally came **Kent C. Thompson**, President of Thompson Realty Group, Inc., Managers for The 3 Amigos Properties, L.L.C. known to me to be the identical persons who signed the fore going instrument and acknowledged the execution to be his voluntary act and deed.

Witness my hand and Notarial Seal on April 16, 2008.





Notary Public

State of Nebraska)
) ss.
County of Lancaster)

Before me, a Notary Public qualified for said County, personally came **Chris Beutler**, Mayor, City of Lincoln known to me to be the identical persons who signed the fore going instrument and acknowledged the execution to be his voluntary act and deed.

Witness my hand and Notarial Seal on _____, 2008.

Notary Public

[REDACTED]
[REDACTED]
[REDACTED]

LEASE AGREEMENT

This lease agreement, executed in two or more counterparts is made and entered into this 29th day of Sept, 2005 by and between **The 3 Amigos Properties, L.L.C.**, a Nebraska Limited Liability Company, (hereinafter the Landlord), whose address for the purpose of this lease is 2930 Ridge Line Road, Lincoln, NE. 68516 and **The Lincoln Police Department** whose address for the purpose of this Lease is 575 S. 10th Street, Lincoln, NE 68508.

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1.) Premises.

A. Demised Premises. Landlord does hereby demise and lease unto Tenant, and Tenant does lease and take from Landlord the following described premises, hereinafter to be the Building at [REDACTED] those premises legally described in Exhibit A, attached hereto along with Easement agreement (hereinafter the Building), in the City of Lincoln, Lancaster County, Nebraska:

A unit measuring approximately 4,947 square feet

Any measurements herein specified are from the outside of the exterior walls to the centerline of interior walls. The approximate boundaries and location of the Demised Premises are outlined in red on the site plan of the building, which is marked Exhibit B attached hereto and made a part hereof, and the Building itself is outlined in green on said Exhibit.

B. Common Areas. In addition to the occupancy of the Demised Premises, Tenant and Tenant's concessionaires, officers, employees, agents, customers and invitees also shall have the right to the nonexclusive use of automobile parking areas, access roads, truck loading area, delivery areas, walkways, bus stops, landscaped areas, driveways and sidewalks which now are or hereafter may be located upon some portion of the Building. Such parking areas, access road, truck loading areas, delivery areas, walkways, bus stops, landscape areas, driveways, and sidewalk hereinafter are collectively referred to as the "Common Areas". Landlord agrees to make the Common Areas continuously available to tenant for nonexclusive use by Tenant and the other aforementioned groups of persons during the term of this Lease, except when portions thereof may be unavailable for use by reason of repair work. The nonexclusive use of the Common Areas by

Tenant and Tenant's concessionaires, officers, employees, agents, customers and invitees at all times shall be subject to such reasonable rules and regulations for other tenants of the Shopping Center.

2. Commencement of Term. The term of this Lease shall commence November 1, 2005.

3. Term. The term of this Lease shall commence on the Commencement Date and shall end October 31, 2008.

4. Rent.

A. Cash Rent. Tenant agrees to pay to Landlord at the office of Landlord or at such other place as may be designated by Landlord for each year of the basic term an annual rent of \$67,200.00, or \$5,600.00 per month (see below). If the lease commences on a day other than the first day of a calendar month, the rent for that first fractional month shall be prorated and paid on the first day of the month next succeeding, and the last fractional month shall be similarly prorated, but paid in advance.

<u>Years</u>	<u>Monthly</u>	<u>Annual</u>
1	\$5,600.00	\$67,200.00
2	\$5,600.00	\$67,200.00
3	\$5,600.00	\$67,200.00

B. Intentionally Deleted.

C. Intentionally Deleted.

D. Interest. If any or additional rent is not paid when due, then a late fee of \$25.00 per \$1,000.00 of late rent and other charges plus interest shall be due on the amount remaining to be paid at the rate of 14% per annum or the maximum interest rate permitted under law, whichever is the lesser, from the date such amount was due until such rent or additional rent is paid. Tenant may, at its option pay rent quarterly, in advance.

6. Real Estate Taxes. Landlord shall pay when due.

A. Intentionally Deleted.

B. Intentionally Deleted.

C. Intentionally Deleted.

7. Insurance. Landlord shall pay all premiums for insurance maintained by the Landlord for the Building, the Common Areas and improvements thereon. The insurance to be maintained by the Landlord includes the following:

A. Hazard Insurance. Insurance against loss or damage to the Building by fire and extended coverage and from such other hazards as may be covered by a form of all risk insurance then in effect, all in an amount sufficient to cover full replacement cost (without depreciation) of the Building and to prevent any co-insurance provision from becoming effective, but in any event not less than ninety percent (90%) of the then insurable value of the building and other improvements which are a part of the Building.

B. Public Liability. Comprehensive general liability insurance (containing the so-called "occurrence clause") against claims for bodily injury, death and property damage occurring in or about the Building and Common Areas. Such insurance shall afford minimum protection of ONE MILLION DOLLARS (\$1,000,000.00) with respect to the personal injury or death of any person, ONE MILLION DOLLARS (\$1,000,000.00) with respect to the personal injury or death occurring or resulting from one occurrence and TWO MILLION DOLLARS (\$2,000,000.00) with respect to property damage.

C. General. If by reason of changed economic conditions the insurance amounts referred to above become inadequate, as reasonably determined by the Landlord, the Landlord may increase the amount of such insurance to such amount it deems proper. All Policies of insurance carried pursuant to this paragraph shall name the Landlord, its lender and the tenants of the Building as insureds. Certificates of Insurance shall be delivered to the Tenant upon request.

D. Tenant shall provide landlord with proof of insurance coverage, including liability limits and dollar amounts self insured. See enclosure from City of Lincoln Risk Management regarding Proof of Insurance.

8. Utilities. Tenant shall pay before delinquency all charges for water, gas, heat, electricity, power, telephone service, sanitary sewer (including cleaning), and other similar charges incurred by Tenant with respect to and during its Lease of the Demised Premises.

9. Common Areas Maintenance and Costs.

A. Maintenance of Common Areas. Landlord shall operate and maintain at its expense the Common Areas during the term of this lease in good order and repair in accordance with reasonable standards of shopping center cleanliness and maintenance.

B. Intentionally Deleted.

C. Intentionally Deleted.

10. Maintenance and Repair - Demised Premises.

A. Landlord shall repair and maintain in good order and condition all interior portions, including the maintenance of the building service facilities such as the wiring, plumbing, heating and air conditioning systems, and all glass, including plate glass, exterior doors, and automatic door operators of the Demised Premises.

B. Landlord at all times will keep and maintain the exterior and structural parts of the building, including, but limited to, the roof, the walls (except interior painting or decorating, and excepting any plate glass), floors (except floor covering), foundation, canopy, sewers and utility services, unless any such repair or replacement thereof is occasioned by reason of acts or neglect of Tenant, its agents, servants or employees.

11. Alterations. Tenant, at his own expense during the term of this Lease, may make such nonstructural alteration to the interior of the Demised Premises it deems appropriate, provided that: (i) the structural integrity of the Demised Premises shall not be affected or diminished; (ii) the value of the building constituting a part of the Demised premises is not thereby diminished; (iii) the exterior appearance (including the store front) is not thereby altered or changed. In all other instances, Tenant shall secure prior written approval and consent of Landlord before making any alterations, which consent shall not be unreasonably withheld by Landlord, but which consent may be conditioned on the furnishing by Tenant of a bond of surety company reasonably accepted to Landlord. At the time Landlord's approval of any alterations is sought, Tenant shall submit to Landlord plans as specifications for such work, together with a statement of the estimated costs of such work. All such alterations shall be completed in a good and workmanlike manner with first-class materials. Tenant shall make no additions or alterations whatsoever to the exterior of the Demised Premises without the prior written consent of Landlord. Upon termination of this Lease any additions or alterations made to the interior of the Demised Premises by Tenant shall remain a part of the Demised Premises and be surrendered therewith.

12. Tenant's Assignment or Subletting. Provided that Tenant is not then in default under any term of this Lease and in actual possession and operating the originally intended business, Tenant shall have the right, with Landlord's prior written consent, to assign this Lease or to sublet any portion of the Demised Premises to any third party. Any assignment by Tenant shall be subject to those limitations in uses provided for in any agreement declaring restrictions to the use and operation of the Building and further subject to any provisions of leases with other tenants of the Building prohibiting competing uses with their use of the Building. In the event of any assignment or subletting, Tenant shall remain liable for all rent payments due and for all covenants and obligations of Tenant under this Lease. Landlord's consent to one assignment or sublease will not waive the requirement of obtaining the Landlord's consent to any subsequent assignment or sublease.

13. Damages to or Destruction of Demised Premises. If the Demised Premises or any portions thereof are so damaged or destroyed by fire or other casualty so as to render the Demised Premises unfit for occupancy, and the Demised Premises cannot reasonably be repaired and restored within one hundred eighty (180) calendar days from such damage, then Tenant and Landlord shall have the right of canceling this Lease by giving written notice to the other within thirty (30) days of such damage, and the proceeds of the fire and extended coverage insurance policy shall be paid to and be the sole property of Landlord. Tenant shall be entitled to receive a prorated refund of any rent and other charges paid in advance. If Tenant elects not to give notice of cancellation, then Landlord shall repair and restore the Demised Premises to the former condition just prior to the loss, and the insurance proceeds shall be applied to such repairs and restoration. From the date of such fire or casualty until the Demised Premises are restored in accordance with the provisions set forth above, Tenant shall pay only such portion of the Demised Premises not made untenable by reason of such casualty shall bear to the value of the Demised Premises hereby Leased.

14. Condemnation.

A. Complete Taking. In the event that the whole of the Demised Premises are taken for public or quasi-public purposes by the government of the United States, the State of Nebraska, the City of Lincoln, or any government or power whatsoever, or by any corporation under the right of eminent domain, or should the whole of the Demised Premises be condemned by any court, city, country, state or governmental authority or office, department or bureau of any city, country, state or of the United States, then in any such event this Lease shall terminate as of the date title to the Demised Premises vests in the condemning authority. For the purposes hereof, such date of vesting in the condemnor terminating this Lease shall operate as though it were the date originally intended by the parties for expiration of the tenancy created hereunder, and the rent reserved herein shall be adjusted in the light of the condemnation, so that Tenant shall pay rent to Landlord only up to the date of vesting in the condemnor. Any prepaid or advance rental or other amounts to be paid by Tenant under this Lease paid by Tenant to Landlord or third party for that part of the term extending beyond the date on which the title vests in the condemnor shall be refunded within three (3) days after Landlord has received an award of just compensation from the condemning authority for the taking of the Demised Premises, provided Tenant shall have duly performed all the covenants and conditions of this Lease by it to be performed.

B. Generally. It is recognized by both parties that the Landlord and Tenant each shall have separate rights of damages against the public authority on account of any condemnation or tacking under the power of eminent domain of any part or all of said Demised Premises, and it is expressly provided herein that neither party waives or forgoes any claim it may have on behalf of its property or leasehold

15. Permitted Use. Tenant shall use the premises solely for the purpose of conducting the business of City Of Lincoln and related entities, and Tenant will not use or permit or suffer the use of the Premises or any part thereof for any other business or purposes. Should Tenant add or change a

portion of Tenant's business Tenant must notify Landlord in writing of such change and request Landlord's written permission.

16. Covenants Against Mechanics Liens. Tenant shall do all things necessary to prevent the filing of any mechanic's or other liens against the Demised Premises, or the interest of any mortgages or holders of any deed of trust covering the Demised Premises, by reason of any work, labor, services performed or any materials supplied or claimed to have been performed or supplied to Tenant, or anyone holding the Demised Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed, Tenant shall either cause the same to be vacated and canceled of record within thirty (30) days after the date of the filing thereof or, if Tenant in good faith determines that such lien should be contested, Tenant shall furnish such security by surety bond or otherwise as may be necessary or be prescribed by law to release the same as a lien against the real property and to prevent any foreclosure of such lien during the pendency of such contest. If Tenant shall fail to vacate or release such lien in the manner and within the time period aforesaid, then, in addition to any other right or remedy of Landlord resulting from Tenant's said default, Landlord may, but shall not be obligated to vacate or release the same either by paying the amount claimed to be due or by procuring the release of such lien by giving security, or in such other manner as may be prescribed by law. Tenant shall repay to Landlord, on demand, all sums disbursed or deposited by Landlord pursuant to the foregoing provisions of this paragraph, including Landlord's cost and expenses and reasonable attorney's fees incurred in connection therewith. However, nothing contained herein shall imply any consent or agreement on the part of the Landlord, Landlord's mortgagors or holders of deeds of trust of the Demised Premises to subject their respective estates or interest to liability under any mechanic's or other lien law, whether or not the performance or the furnishing of such work, labor, services or materials to Tenant or anyone holding the Demised Premises, or any part thereof, through or under Tenant, shall have been consented to by Landlord and/or any of such parties.

17. Fixtures and Machinery. It is mutually agreed that all personal property on the Demised Premises, including merchandise of every kind, nature and description, furnishings, equipment, trade fixtures and including refrigeration equipment (but expressly excluding air conditioning equipment and heating equipment, except air conditioning equipment installed by the Tenant, if any, and any exterior signage placed at Tenant's expense on the building that Landlord does not otherwise demand removal by Tenant at termination of Lease) and all other property hereafter placed or kept on the Demised Premises by Tenant, are and shall continue to be the sole property of the Tenant, unless the same shall have been installed to replace equipment previously installed by Landlord. Tenant may during the term of this Lease or any extensions thereof, remove any furniture, fixtures, or equipment as it may so desire, provided Tenant shall repair all damages resulting from such removal, as nothing herein intended to impose any restrictions on the use of the furniture, fixtures or equipment as the Tenant may deem necessary or desirable in the operation of its business.

18. Quiet Enjoyment. Landlord covenants that Landlord is the sole owner in fee simple of or has a leasehold interest in the Demised Premises, has good and marketable title thereof, and has full right

to lease the Demised Premises for the term aforesaid, and for the term of all extensions permitted to the Tenant hereunder, and that Tenant upon payment of rent and performing Tenant's obligations in this Lease may peaceably and quietly have, hold, and enjoy the said Demised Premises for the said term and all extensions thereof until terminated as provided in this Lease.

19. Subordination. Landlord may assign its rights under this Lease as security to the holders of one or more mortgages; trust deed or other encumbrance now or hereafter in force against all or any part of the land or improvements constituting the Demised Premises of the Building. Upon the request of Landlord, Tenant will subordinate its rights hereunder to the lien of one or more mortgages, trust deed or other encumbrance now or hereinafter force against all or any part of the land and improvements constituting the Demised Premises or the Building, and to all advances made or hereafter to be made upon the security thereof; provided, however, that any such mortgage, deed of trust or other security document shall provide that the secured party, in the event of its acquiring title to the Demised Premises or the Building whether through foreclosure, or judicial process or otherwise, shall recognize the validity of this Lease and shall honor the rights of Tenant hereunder so long as Tenant (a) is not in default under this Lease at the time such secured party acquired title to the Demised Premises or the Building and (b) agrees to attorn to such mortgagee as if it were the original Landlord hereunder. Tenant agrees to execute forthwith any form of estoppel certificate or similar as may be requested by Landlord or mortgagee or trustee without any right of offset.

20. Tenant's Default. If Tenant defaults in the payment of any rent or other sums due and payable to Landlord under this Lease and such default continues for a period of ten (10) days after written notice of such default has been given by Landlord to Tenant, or if Tenant shall violate or default in the performance or any covenants, agreements, stipulations or other conditions contained herein (other than the payment of rent and other sums payable under this Lease) and such violation or default has been given by Landlord to Tenant, or, in the case of a default not curable within thirty (30) days, if Tenant shall fail to commence to cure the same within thirty (30) days and thereafter proceed diligently to complete the cure thereof, then Landlord at its option may reenter and repossess the Demised Premises with or without process of law, declare this Lease terminated and the term of Lease ended forthwith, of pursue any other remedy available under law. Landlord may use such legal force as may be necessary to remove all persons and property then located in the Demised Premise. Landlord shall have full and uncontested right to take possession of Tenant's fixtures, inventory and other property in or about the Demised Premises, holding the same as additional security for the rent and other sums due hereunder. Notwithstanding such reentry and repossession by Landlord and the holding of such fixtures, inventory of other personal property, the liability of Tenant for the payment of the rent and other sums due hereunder and for the performance of Tenant's other obligations hereafter for the balance of the term of this Lease shall not be relinquished or extinguished and Landlord at any time may commence one or more actions to collect any sums due from Tenant under this Lease. In the event of any such reentry and repossession, Landlord shall have the right to relet all or and portion of the Demised Premises under such terms and conditions as Landlord may deem appropriate and any such reletting shall not relieve Tenant of any of its obligations to Landlord under this Lease, except to the extent of any net

rentals actually received by Landlord from such reletting after deducting all of Landlord's expenses, including but not limited to legal expenses, brokerage commissions, advertising, and the costs of remodeling the Demised Premises so as to render it suitable for reletting.

21. Signs. Tenant shall have the right to attaching, affixing, painting, or exhibiting signs on the Demised Premises, provided only (a) that any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Nebraska; (b) such signs shall not change the structure of the building; (c) such signs if and when taken down shall not damage any buildings; and (d) such sign shall be subject to the written approval of the Landlord, in advance of placement, such written approval giving Landlord expressed right to retain sign at the termination of Lease at no cost should Landlord desire to retain signage.

Landlord during the last ninety (90) days of this Lease, or extension, shall have the right to maintain in the windows, or on the building, or on the Demised Premises a "For Rent" or "For Sale" sign, and Tenant will permit, at such time, prospective tenants or buyers to enter and examine the Demised Premises.

22. Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other for any business interruption or any loss or damage to property or injury or death of persons occurring on the Demised Premises or in a manner growing out of Tenant's use of the Demised Premises, whether or not caused by the fault or negligence of the Landlord or Tenant, or their respective agents, employees, subtenants, licensees or assignees. This release shall apply only to the extent that such business interruption, loss or damage to property, or injury or death of persons is covered by insurance maintained by the Landlord or Tenant, and to the extent that recovery is made of proceeds thereunder, and regardless of whether such insurance protects the Landlord or Tenant or both. Nothing herein shall be construed to impose any other or greater liability upon either of the parties to the Lease than would have existed in the absence of this paragraph. This paragraph shall be effective only so long as its provisions do not adversely affect the right of the insured, whether Landlord or Tenant or both, to recover under the applicable policy or policies of insurance, and if prohibited under the terms of such policy or policies, shall be deemed wholly without force or effect.

23. Estoppel Certificates. Tenant, from time to time upon written request from Landlord, agrees to execute, acknowledge, and deliver to Landlord, in form reasonable satisfactory to Landlord and/or Landlord's mortgagee, a written statement certifying that Tenant has accepted the Demised Premises, that this Lease is unmodified and in full force and effect or, if there have been modifications, that this Lease is in full force and effect as modified, setting forth the modifications, that Landlord is not in default hereunder, the date to which the rent and other amounts payable by Tenant have been paid in advance, if any, and such additional facts as reasonably may be required by Landlord or Landlord's mortgagee. Tenant understands and agrees that any such statement delivered pursuant to this paragraph be relied upon by any prospective purchaser of the Demised Premises, any prospective mortgagee of the Demised Premises and their respective successors and assigns.

24. Surrender of Premises at End of Term. Tenant agrees that upon the termination of this Lease it will surrender, yield up and deliver the Demised Premises in good and clean condition, except the affects of reasonable wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. Tenant shall remove its inventory, equipment, furniture and trade fixtures. Any personal property or fixtures which Tenant in its discretion elects not to remove shall be presumed to be abandoned and shall thereupon be the property of Landlord. Nothing herein is to be construed to require that Tenant remove any property, which has become a fixture of the Demised Premises.

25. Paragraph Titles. The titles of the various paragraphs of this Lease have been inserted as a matter of convenience and for reference only, and shall not be deemed in any manner to define, limit or describe the scope or intent of the particular paragraphs to which they refer or to affect the meaning of construction of the language contained in the body of such paragraphs.

26. Severability. If any provision of this Lease shall be declared legally invalid or unenforceable, then the remaining provisions of this Lease nevertheless shall continue in full force and effect and shall be enforceable to the fullest extent permitted by law.

27. Time of Essence. Time is of the essence of this Lease, and all provisions of this Lease relation to the time of performance of any obligation under this lease shall be strictly construed.

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

29. Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

30. Definitions. Except as otherwise expressly stated in this Lease, the "term" of the Lease shall include the original term and any additional term as to which Tenant exercises its options, if and references to this "lease" shall include this instrument and any properly executed amendment thereof or supplement thereto.

31. Waivers. One or more waivers by Landlord or Tenant of a breach of any covenant or condition by the other of them shall not be construed as a waiver of the subsequent breach of the same covenant or condition, and the consent or approval by Landlord or Tenant to or of any act by either requiring the other's consent or approval shall not be deemed to waive or render unnecessary either party's consent to or approval of any subsequent similar act by the other party.

32. Binding Agreement. All rights and liabilities herein given to or imposes upon the respective parties hereto shall extend to and bind the respective heirs, executors, administrators, personal representatives, successors and assigns of such parties. No rights, however, shall insure to the

benefit of any assigns, or Tenant unless Landlord has approved the assignment thereof to such assignee in writing, if such approval is required by this Lease.

33. Short-form Lease. Both parties agree not to record this Lease but to execute a "short-form" of lease in form recordable and reasonable satisfactory to Landlord's attorney. In no event shall such "short-form" lease set forth the rental and other charges by Tenant under this Lease, and any such "short-form" lease shall expressly state that it is not intended to vary the terms and conditions of this Lease. Upon completion of the recording and/or filing of such short-form lease and agreement, if any, they shall be delivered to Tenant, and if necessary, such recordings and/or filing shall be made in duplicate so that recorded and/or filed counterparts thereof may so be delivered to Tenant.

34. Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture between the parties hereto, computation of rent, nor and other provision contained herein, nor any acts of the parties hereto other than the relationship of Landlord and Tenant.

35. Notices. Whenever under this Lease a provision is made for notice of any kind, such notice and the service thereof shall be deemed sufficient if such notice to Tenant and Landlord is in writing, addressed to Tenant and Landlord at the address shown in the preamble to this Lease. Either party may by notice to the other party change the address at which it wishes to receive any notice given under this Lease.

36. Delays in Performance. The performance by Landlord and Tenant of any of their respective obligations or undertakings provided for in this Lease, except the payment of rent or any other sums of money payable by Tenant under this Lease, shall be excused and no default shall be deemed to exist in the event and so long as the performance of any such obligation or undertaking is prevented, delayed, retarded or hindered by an act of God, fire, earthquake, flood, explosion, action of the elements, war, riot, failure of transportation, strikes, lockouts, action of labor unions, condemnation, laws, orders of government or civil or military authorities, inability to procure labor, equipment, materials or supplies in the open market, or any other cause directly beyond the control of Landlord or Tenant, as the case may be.

37. Indemnification. Landlord and Tenant agree to indemnify and defend each other against and to hold each other harmless from any and all claims or demands of any third party arising from or based upon any alleged act, omission or negligence of the indemnifying party or its contractors, concessionaires, licensees, agents, servants, invitees, employees or any one else for whom the indemnifying party may be of alleged to be responsible. In the event that either party shall without fault on its part be made a party to any litigation commenced by any third party against the other party, then such other party shall protect and hold the party harmless from and with respect to such litigation, and shall pay all costs, expenses and attorneys' fees incurred or paid by the party without

fault in connection with such litigation, together with any judgments rendered against the party without fault.

38. **Cumulative Rights.** The rights, options, elections and remedies of both parties contained in this Lease shall be cumulative and may be exercised on one or more occasions and none of them shall be construed as excluding any other or any additional right, priority or remedy allowed or provided by law.

39. **Holdover.** In the event that Tenant remains in possession of the Demised Premises after the termination of this Lease without the exercise of any option to extend the term of this Lease or without the execution of a new Lease, then Tenant shall be deemed to be occupying the Demised Premises as a tenant from month to month, subject to all of the conditions, provisions and obligations of this Lease, but without the rights to extend the term of this Lease, except that the rent shall be at three times the highest " base cash rent" as escalated stated in this Lease plus all other additional rentals.

40. **Entry by Landlord.** Landlord shall have the right to enter upon the Demised Premises at all reasonable hours for the purpose of inspecting the Demised Premises or for any other lawful purpose; provided, however, that such entry shall not unreasonably interfere with the conduct of Tenant's business.

41. **Execution Required.** The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Demised Premises and shall become effective only upon execution by both Tenant and Landlord.

42. **Number and Gender.** Where the context of this Lease requires, singular words shall be read as if plural, plural words shall be read as if singular and words of neuter gender shall be read as if masculine or feminine.

43. **Entire Agreement.** Tenant and Landlord hereby agree that this Lease as written represents the entire agreement between the parties hereto and that there are not other agreements, written or verbal, between the parties hereto pertaining to the Demised Premises or the subject matter hereof. This Lease may not be amended or supplemented orally but only by an agreement in writing which has been signed by the party against whom enforcement of any such amendment or supplement is sought.

44. **Local Requirements.** Tenant will comply with all lawful requirements of the local board of health, police, fire department and governmental authorities respecting the manner which it uses the Demised Premises. The Tenant at its expense will supply any apparatus, appliance, or material and will have done any work for, in, or about the Demised Premises, which may be required or ordered by any law or lawful authority.

45. Corporate Tenant. The person executing the Lease on behalf of Tenant hereby covenant, represent and warrant that Tenant is fully incorporated, that the corporation is in good standing and that the person (s) executing this Lease on behalf of Tenant is an officer or are officers of such Tenant, and that he or they as such officer (s) is/are duly authorized to sign and execute this Lease. A copy of a resolution for such authority shall be supplied to Landlord upon request.

46. Broker's Commissions. Tenant agrees to indemnify and hold Landlord harmless against and from all liabilities, including reasonable attorney's fees arising from any claims for brokerage commissions, other than Thompson Realty Group, Inc., or finder's fees resulting from or arising out of any conversations or negotiations had by Tenant directly with any other broker.

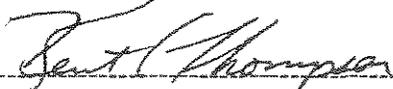
47. Consent. In any instance where the consent or approval of either party is required under the term of this Lease, such consent or approval shall not be unreasonably withheld. Landlord and Tenant agree to execute and deliver any instruments in writing necessary to carry out any agreement, term conditions or assurance in this Lease whenever occasion shall arise and request for such instruments shall be made.

48. Deposit. Tenant has placed \$0.00 upon signing with Landlord to be used by Landlord in the event Tenant should cause any damage (excepting normal wear) or an application for monetary or other defaults. This deposit will not bear any interest nor will it be placed in a separate account.

49. Landlords Work. Landlord work shall consist of only the work specifically stated in the attached Rider C. If Rider C is not attached then the Landlord is not performing any work.

51. Exculpation. In case of default, breach or violation by Landlord of any or Landlord's obligations under this lease (other than a failure to apply insurance proceeds, escrow funds or awards in accordance with the terms of this lease), Landlord's liability to tenant shall be limited to its estate pursuant to foreclosure of a judgment against Landlord, Landlord may relieve itself of all liability under this lease (other than liability for failure to apply insurance proceeds, escrow funds or awards in accordance with the terms of the Lease) by conveying its estate in the Building to Tenant.

Dated this ___ day of _____



Kent C. Thompson, President,
Thompson Realty Group
Manager for The 3 Amigos Properties, LLC
Landlord

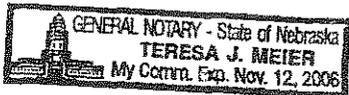


Coleen Seng
Mayor
City of Lincoln

State Of Nebraska)
) ss.
County of Lancaster)

Before me, a Notary Public qualified for said County, personally came **Coleen Seng, Mayor**, for the **City of Lincoln**, known to me to be the identical person who signed the fore going instrument and acknowledged the execution to be his voluntary act and deed.

Witness my hand and Notarial Seal on Sept. 29, 2005.

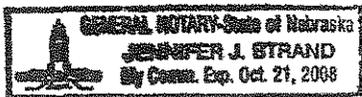


Teresa J. Meier
Notary Public

State Of Nebraska)
) ss.
County of Lancaster)

Before me, a Notary Public qualified for said County, personally came **Kent C. Thompson, President Thompson Realty Group, Inc., Manager for The 3 Amigos Properties L.L.C.**, known to me to be the identical person who signed the fore going instrument and acknowledged the execution to be his voluntary act and deed.

Witness my hand and Notarial Seal on August 16 2005.



Jennifer J. Strand
Notary Public