

AMENDMENT TO LEASE
(EXTENSION OF TERM)

Initial Lease Date: April 26, 2007

Lessor: The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate and politic under the laws of the United States (36 U.S.C. §§ 300101-300111 (2007)), identified under the Lease as the "Cornhusker Chapter" of the American Red Cross.

Lessee: City of Lincoln – City/County Health Department.

Building Address: 220 Oakcreek Drive, Lincoln, NE 68528

Expiration of the Current Term of the Lease: December 31, 2009

1. Extension of the Lease Term.

The Lease is hereby modified so that the Term shall expire at 11:59 p.m. on December 31, 2012.

2. Modification of the Rent.

The Rent under the extended Term of the Lease shall be \$2,760.00 per year, payable in monthly payments of \$230.00 each. At the end of the Extended Term, the Lease Term shall continue on a month-to-month basis at the rental rate of \$230.00 per month, and either Lessor or Lessee may terminate the lease thereafter on not less than 30 days' written notice ("Notice Period").

3. Holdover Rent.

If Lessee (or anyone claiming through Lessee) does not immediately surrender the Premises or any portion thereof upon the expiration of the Notice Period, (referred to as a "holdover") then the Rent shall be increased to equal (i) for the first month of the holdover period, one hundred percent (100%) of the then-current Rent, then (ii) for the second month of the holdover period, one hundred twenty-five percent (125%) of the Base Rent, then (iii) for the third month and any other period after that, one hundred fifty percent (150%) of the Base Rent ("Holdover Rent").

4 Ratification.

Terms, covenants, and conditions of the Lease not expressly modified by this Amendment are hereby confirmed and ratified. In case of conflict between the Lease and this Amendment, this Amendment shall control.

5. No Default.

The parties each confirm to the other that as of the date of this Amendment, there is no default under the Lease, and nothing that with the passage of time would become a default.

6. No Broker.

The parties each confirm to the other that no broker or agent procured this Amendment and that no commission, finder's fee, or any other compensation of any kind or nature is due to any such person or firm.

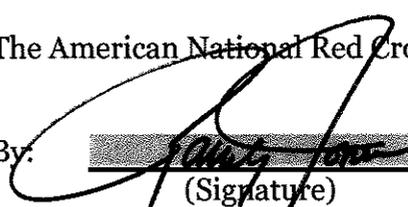
SIGNATURE PAGE FOLLOWS

Approved as to Form:

By: no signature needed
The American National Red Cross
Office of the General Counsel
Garrett C. Burke
2025 E Street, NW, Ninth Floor
Washington, DC 20006

LESSOR:

The American National Red Cross

By: 
(Signature)
Name: Randall Jones
Title: Chief Executive Officer,
Cornhusker Chapter, # 27234
Phone: (402) 441-6388
Fax: (402) 441-7016
E-mail: jonesra@usa.redcross.org

Date: 11-03-2009

LESSEE:

City of Lincoln, Nebraska

By:


(Signature)

Name:

Chris Beutler

Title:

Mayor

Phone:

Fax:

E-mail

Date:



Return signed original to:

**Gary Schoepner, Broker
Real Estate Transactions Project
Manager
Real Estate Department
American Red Cross**

Direct: (704) 943-6909

Fax: (704) 943-6890

Email: SchoepnerG@usa.redcross.org

LEASE AGREEMENT

THIS AGREEMENT is entered into between the **AMERICAN RED CROSS, LANCASTER COUNTY CHAPTER (Lessor)** and **CITY OF LINCOLN - CITY/COUNTY HEALTH DEPARTMENT (Lessee)**. It is understood and agreed that wherever in this agreement the term "Lessor" is used it shall mean the Lancaster County Chapter of the American National Red Cross; that said Chapter is a duly constituted local unit of the American National Red Cross a federal corporation (36 U.S. Code 1 et seq.); and that all obligations of the "Lessor" under this contract shall be undertaken and completed exclusively by said Chapter without resort in any event to, or commitment of, the funds and property of the American National Red Cross or any other unit thereof than the Chapter.

THE PARTIES AGREE:

1. **Description:** Lessor leases to Lessee a portion of the building located at 220 Oakcreek Drive, Lincoln, Nebraska (the "Building"). The space to be occupied by Lessee shall be as shown on Exhibit A, attached hereto and incorporated herein by reference, consisting of the far south garage space, "Premises".
2. **Term:** The term of this Agreement shall be three years and shall commence on the first day of January 2007. Lessee shall be granted access to the Premises on January 1, 2007.
3. **Rent:** Lessee shall pay to Lessor as rent, at such address as Lessor may from time to time designate in writing, the sum of \$ 230 monthly for the Premises, all payable in advance on the first day of each month commencing on the first day of the term of this Agreement. For the period from January 1, 2007 through December 31, 2009.
4. **Use:** Lessee shall use the premises for: Parking a City owned vehicle. Lessee will not, without the written consent of Lessor, use the premises for any other purpose.
5. **Common Areas:** The use and occupancy by Lessee of the premises includes, the use in common with others, of outdoor parking, service roads, loading facilities, sidewalks, restrooms, break rooms, vending while occupying the Premises.
6. **Common Area Maintenance:** All common areas shall be under the exclusive control and management of Lessor. Lessor shall be responsible for all maintenance of the common area. Any interruptions of common area because of Lessor's repairs, improvements, alteration or causes beyond the reasonable control of Lessor shall not result in the eviction or a disturbance of the Lessee's use of the premises. Lessor shall not be liable for damages incurred by Lessee's inability to use common area or by causes beyond the reasonable control of Lessor.

7. **Common Area Maintenance Costs:** Lessor shall be solely responsible for common area maintenance costs.
8. **Proprietary and Confidential Information:** Both Lessor and Lessee acknowledge that each will have access to the other's space in the Building and both agree to use good faith and their best efforts to insure that the confidentiality of all information is respected. This duty shall be, to the greatest extent possible, imposed on all employees, volunteers, and agents of both Lessor and Lessee.
9. **Improvements by Lessor:** Lessor reserves the right to make improvements, alterations or additions to Building, at any time, but such improvements, alterations or additions shall not materially change the general appearance, location or area of the "Premises."
10. **Improvements by Lessee:** Lessee shall not make any improvements or alterations to the premises without submitting plans and specifications for such improvements or alterations to Lessor and securing Lessor's written consent. Subject to the following paragraph, Lessee shall pay all costs of such improvements and alterations, shall provide evidence of such payment to Lessor upon request, and shall hold Lessor harmless from any costs, liens or damages.

Lessee shall not install any other sign on any part of the exterior of the premises without securing Lessor's written consent. Lessee shall, at Lessee's expense, maintain any sign installed by Lessee.
11. **Lessor's Maintenance:** Lessor shall maintain the structural and exterior portions of the Premises, except signs installed by Lessee. Lessor shall maintain all heating and air conditioning systems of the premises.
12. **Lessee's Maintenance:** Lessee shall, at Lessee's expense, maintain the interior portions of the Premises, including interior doors and glass, and all fixtures and equipment appurtenant to the Premises.
13. **Utilities:** Interruption of utility services by reason of causes beyond the reasonable control of Lessor shall not be an eviction or disturbance of Lessee's use and occupancy of the premises, not render Lessor liable for damages.
14. **Waste:** Lessee shall not commit or permit any waste of the premises, nor any public or private nuisance on the premises, nor any use of the premises which is contrary to any law, governmental regulation or insurance policy affecting or covering the premises or which may be dangerous to persons or property.

Lessor may enter and inspect the premises at any reasonable time.

15. **Rules:** Lessee shall comply with all reasonable rules established, from time to time by Lessor for the use of the premises and the common areas, including the following:

a. Lessee shall not place or permit any obstruction in common areas nor use such areas other than for travel and parking.

b. Lessee shall not use any device on the premises, which may be heard outside of the premises without securing the written consent of Lessor.

Written notice of any amendments or additions to the rules shall be given by Lessor to Lessee.

16. **Liability Insurance:** Lessee agrees to carry the following insurance: (A) Commercial General Liability with at least \$1,000,000 combined single limit for each occurrence with Lessor, its governors, officers, agents, employees, and volunteers added as Additional Insured; (B) Commercial Automobile Liability including owned, non-owned, uninsured and under-insured motorists with at least \$1,000,000 in coverage with Lessor, its governors, officers, agents, employees, and volunteers added as Additional Insured; (C) Workers Compensation coverage with statutory limits and Employers' Liability with limits of at least \$250,000 per accident, \$500,000 per disease, and \$250,000 disease (each employee). Any insurance deductibles or self-insured retention will be disclosed to Lessor. For all policies, in the event of any cancellation or material change in coverage, notice will be given at least 30 days in advance to Lessor. Lessee shall provide Lessor with all required certificates of insurance prior to the commencement of services and renewal certificates within ten days of expiration or non-renewal of the policies required herein, as long as this Lease Agreement is in effect. The Lessee shall, at its sole expense, keep in force policies of insurance in the amounts as specified and as required by statute with carriers satisfactory to Lessor. Lessee waives all rights of subrogation against Lessor for all losses arising from or in connection with its occupancy of the Premises pursuant to this Lease Agreement.

17. **Indemnification:** To the fullest extent permitted by law, Lessee shall indemnify defend and Hold Harmless the Lessor its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, 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 Lessee or Lessee's employees, or anyone directly or indirectly employed by Lessee, or anyone for whose acts any of them may be liable. This section shall not require Lessee to indemnify or Hold Harmless the Lessor for the portion of any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Lessor. The Lessee does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. This section survives any termination of this Agreement.
18. **Casualty Loss:** In the event the premises are destroyed or damaged by fire or other casualty so as to render the premises unsuitable for occupancy, and Lessor shall elect not to reconstruct or repair the premises, Lessee may terminate this Agreement by giving written notice to the Lessor of such termination within 60 days after such destruction or damage, which terminations shall be effective as of the date of such destruction or damage. If Lessor shall elect to reconstruct or repair the premises, Lessor shall perform such reconstruction or repair at the expense of Lessor, with reasonable promptness, and in the event that Lessor fails to complete such reconstruction or repair within 120 days after such destruction or damage, Lessee may terminate this Agreement by giving written notice to Lessor of such termination within 30 days after the date of the expiration of the 120 day period, which termination shall be effective as of the date of the expiration of the 120 day period. If Lessor shall elect to reconstruct or repair the premises, due allowance shall be made for reasonable delays caused by the adjustment of insurance claims, labor controversies or causes beyond the reasonable control of Lessor. In the event of the termination of this Agreement at any time subsequent to the date to such destruction or damage, the rent shall be prorated on a daily basis and be paid or rebated, as the case may be, to the date of such termination. In the event that this Agreement is not terminated subsequent to such destruction or damage, the rent shall abate from the date of such destruction or damage to the date upon which the premises shall become suitable for occupancy by Lessee.
19. **Casualty Insurance:** Lessor shall pay all insurance premiums for fire and other casualty insurance on the Building.

20. **Condemnation:** If all or a substantial portion of the premises or the common areas shall be taken or condemned for any public use or purpose, so as to render the premises unsuitable for occupancy, this Agreement shall terminate on the date when possession shall be required for such use or purpose, and the rent shall be prorated to the date of such termination, without apportionment of the award for such taking or condemnation, which shall belong exclusively to Lessor.
21. **Assignment:** Lessee shall not assign this Agreement, nor allow any transfer of or lien upon Lessee's interest in this Agreement by operation of Law, nor sublet any portion of the premises, nor permit the use of any portion of the premises by anyone other than Lessee and the employees, agents and business invitees of Lessee, without securing the written consent of Lessor. Consent to a sublease shall not be unreasonably withheld.
22. **Subordination:** Upon the written request of Lessor, Lessee shall execute any instruments necessary to subordinate this Agreement to the lien of any mortgage or other encumbrance upon the Building or any portion thereof. Lessee irrevocably appoints Lessor as the attorney-in-fact of the Lessee, with full power and authority to execute any such instruments in the name of Lessee, in the event that Lessee shall fail to comply with the written request of Lessor within 15 days after the date of such request.
23. **Default:** Each of the following acts and omissions shall constitute a default by Lessee and a breach of this Agreement:
- a. Voluntary or involuntary bankruptcy, assignment for benefit of creditors, reorganization, or rearrangement under the Bankruptcy Act, receivership, dissolution or the commencement of any action or proceeding for dissolution or liquidation of Lessee whether instituted by or against Lessee or any other similar action or proceeding.
 - b. The failure of Lessee to pay the rent for a period of 15 days after the rent shall have become due.
 - c. The failure of Lessee to comply with any other provision of this Agreement for a period of 15 days after notice of default has been given to Lessee.

24. **Remedies:** Upon a default by Lessee, Lessor may re-enter and recover possession of the premises as if the premises were forcibly detained, and Lessee waives any demand for possession of the premises and any exemptions granted to Lessee by law.

If Lessor elects to re-enter and recover possession of the premises, Lessor may, at the election of Lessor, either terminate this Agreement or relet the premises on such terms and conditions, as Lessor may deem advisable. Upon reletting the premises, rent received by Lessor shall be applied in the following order:

- a. To the costs of such reletting, including brokerage fees and attorneys fees for such re-entry and recovery of possession of the premises.
- b. To any sums due, other than rent, from Lessee to Lessor.
- c. To rent due and unpaid.
- d. To future rent to become due.

If the rent received by Lessor shall be insufficient to satisfy the current obligations of Lessee to Lessor, the deficiency shall be computed and billed by Lessor to Lessee monthly and shall be paid by Lessee on or before the tenth day of the month following receipt of the billing.

Notwithstanding any election by Lessor, Lessor may, at any time subsequent to the default of Lessee, terminate this Agreement by giving written notice of such termination to Lessee.

25. **Deposit:** Lessee has, on the date of execution of this Agreement, deposited with Lessor the sum of \$300. That deposit shall be retained by Lessor, commingled with its other funds, as security for the performance by Lessee of this Agreement.

In the event of default by Lessee, Lessor may, at the election of Lessor, apply the deposit in complete or partial satisfaction of such default, without prejudice to any other rights of Lessor. In the event of such application, without the termination of this Agreement, Lessor shall give written notice to Lessee, and Lessee shall pay to Lessor a sum equal to the amount so applied on or before the tenth day of the month following receipt of the notice.

If Lessee shall perform all of the terms and conditions of this Agreement, Lessor shall, upon termination of this Agreement, return the deposit to Lessee without interest.

26. **Termination:** Upon the termination of this Agreement, Lessee shall:

- a. Deliver possession of the premises to Lessor in as good condition as at the commencement of the term, ordinary wear and casualty damage excepted.
- b. Leave undisturbed on the premises all improvements and non-trade fixtures.
- c. Remove from the premises all trade fixtures and other personal property of Lessee. Lessee shall, at Lessee's expense, repair any damage to the premises arising from the removal of such trade fixtures or personal property.
- d. Pay to Lessor monthly rent for each month that Lessee retains possession of the premises after the termination of the Agreement and to Lessor any damage Lessor may sustain by reason of such retention. The acceptance by Lessor of such monthly rent after the termination of this Agreement shall not be a renewal of this Agreement nor prejudice any rights of Lessor.

Lessee and Lessor have the right to cancel this lease at any time with 60 days notice.

27. **Miscellaneous:** No waiver by Lessor of default by Lessee shall be implied, and no express waiver shall be extended beyond the default and period specified.

No term or condition of this Agreement shall be construed to have been waived by Lessor, unless Lessee shall have secured such waiver from Lessor in writing.

The invalidity or unenforceability of any term or condition of this Agreement shall not prejudice the enforceability of any other term or condition.

The word Lessee shall be construed as plural in all cases where more than one person shall have executed this Agreement as Lessee, and the obligations of each of such persons shall be joint and several.

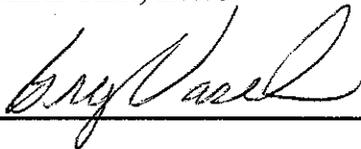
This Agreement shall not be amended or modified, except by a written instrument executed by both Lessor and Lessee.

This Agreement shall be binding upon the successors in interest of the parties.

The submission of this Agreement for examination is not a reservation of or option for the premises, and this Agreement becomes effective only upon execution and delivery by both the Lessor and Lessee.

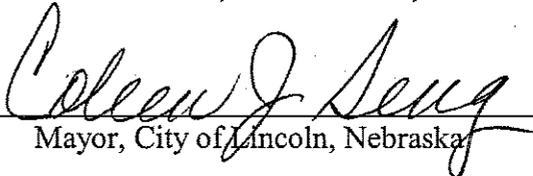
DATED: 4/26, 2007

**AMERICAN RED CROSS, LANCASTER
COUNTY CHAPTER, Lessor**

By: 

**Greg Vasek, Chairman
Board of Directors**

CITY OF LINCOLN, NEBRASKA, Lessee

By: 
Mayor, City of Lincoln, Nebraska

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
10/29/2009

PRODUCER The Harry A Koch Co of Lincoln 233 S 13th Street Suite 1650 Lincoln, NE 68508-NE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED City of Lincoln, Nebraska c/o Risk Management Division 233 South 10th St., 2nd Floor Lincoln, NE 68508	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: States Self-Insurers Risk</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: States Self-Insurers Risk		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
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INSURER E:													

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR 250,000 Retained Limit Each Occurrence GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SEL3017302	09/01/2009	09/01/2010	EACH OCCURRENCE \$6,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
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E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Lease of building at 220 Oakcreek Drive, Lincoln, NE
 General Liability Additional Insured: American Red Cross

CERTIFICATE HOLDER American Red Cross Shared Services Center 600-A Forest Point Circle Charlotte, NC 28273	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.