

## REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this "Agreement") is executed as of the 9<sup>th</sup> day of September, 2010 (the "Effective Date"), by and between EXPERIAN MARKETING SOLUTIONS, INC., a Delaware corporation, with its principal place of business at 479 Anton Boulevard, Costa Mesa, California 92626 (hereinafter referred to as "Seller"), and THE CITY OF LINCOLN, a Nebraska political subdivision and municipal corporation with a principal place of business located at 555 South 10<sup>th</sup> Street, Lincoln, Nebraska 68508 (hereinafter referred to as "Purchaser").

1. Agreement. Subject to and upon the terms and conditions hereinafter set forth, Seller agrees to sell and Purchaser agrees to buy, the Property (as defined in Section 3) described below.

2. Description of Land. That certain parcel of land as legally described on Exhibit A attached to and made a part of this Agreement, together with all improvements thereon and all appurtenant rights, privileges and easements with respect to such land (collectively, the "Land").

3. Buildings, Structures, Improvements, Fixtures. The Land contains those certain buildings (collectively, the "Buildings") commonly known as 901 West Bond, Lincoln, Nebraska ("901 West Bond") and 949 West Bond, Lincoln, Nebraska ("949 West Bond"). The Land and the Buildings are collectively referred to herein as the "Property". The Property includes all easements, rights of way, licenses, privileges, development rights, if any, hereditaments and appurtenances to the Property, together with the buildings, structures, improvements and fixtures now thereon or used in connection therewith, including all plumbing, heating, ventilating, air-conditioning, lighting, electrical, and utility systems and all trees, shrubbery and plantings, all as now in or on the Property, all of which shall become the property of Purchaser at the time of Closing (as defined in Section 8) and are included in the Purchase Price (as defined in Section 7).

4. Furniture. For no additional consideration, Seller agrees to sell and Purchaser agrees to buy certain office equipment, furniture and fixtures listed on Exhibit B attached to and made a part of this Agreement (collectively, the "Furniture"). The Furniture is to be conveyed by bill of sale (the "Bill of Sale") from Seller to Purchaser or to the nominee designated by Purchaser by written notice to Seller as of the Closing Date (as defined in Section 8) and said Bill of Sale shall convey title thereto.

5. Title, Deed. The Property is to be conveyed by a Nebraska Special (Limited) Warranty Deed (the "Deed") running to Purchaser, or to the nominee designated by Purchaser by written notice to Seller as of the Closing Date (as defined in Section 8), and said Deed shall convey title thereto, free from encumbrances, except the following (collectively, the "Permitted Exceptions"):

- (a) Provisions of existing building, subdivision and zoning, land use and environmental laws, regulations and codes;

- (b) Such taxes for the then current year as are not due and payable on the Closing Date;
- (c) Any liens for municipal betterments assessed after the date of this Agreement; and
- (d) Such easements, rights of way, restrictions, covenants and agreements of record as of the date of this Agreement which are approved by Purchaser pursuant to Section 6 below.

The Deed will be properly prepared and signed so that it will be accepted for recording by the Register of Deeds of Lancaster County, Nebraska. Seller shall deliver to Purchaser, within ten (10) business days after the date of this Agreement (i) a proposed form of the Deed, (ii) a proposed form of the Bill of Sale and (ii) to the extent in Seller's possession, copies of the following documents related to the Property (A) any prior title policies, (B) the most recent survey, (C) all executed leases, (D) all environmental reports, and (E) any state and local permits (items (A), (B), (C), (D) and (E) collectively, the "Due Diligence Materials"). Pursuant to Neb Rev. Stat. §76-902, this transaction is exempt from Documentary Stamp Tax..

6. Title Standards. Seller and Purchaser acknowledge receipt of a title insurance commitment (the "Preliminary Commitment") from Union Title Company, Lincoln, Nebraska, a Nebraska licensed title insurance agent, ("Title Insurer") that contains certain special exceptions. Purchaser shall have ten (10) days from the date this Purchase Agreement has been fully executed to review the special exceptions set forth in the Preliminary Commitment. If, within the Title Review Period, Purchaser serves written notice (the "Title Notice") on Seller that the Preliminary Commitment contains any matter, exception or exceptions which are not acceptable to Purchaser (the "Unpermitted Exceptions"), then Seller shall have five (5) days after the date of such notice (the "Cure Period") to cure such defects or failure by (x) removing such Unpermitted Exceptions or (y) causing the Title Insurer to provide an affirmative endorsement insuring Purchaser over the effect of such Unpermitted Exceptions, and to deliver a revision of the Preliminary Commitment to Purchaser. All existing exceptions not objected to in the Title Notice as being Unpermitted Exceptions are hereinafter referred to as "Permitted Exceptions." If Seller is unable or unwilling to cause any or all of the Unpermitted Exceptions to be removed or insured over by endorsement as described above, Purchaser shall have the right to (i) terminate this Agreement by sending written notice of such termination to Seller within five (5) days after the expiration of the Cure Period, in which event, neither party shall have any further obligations under this Agreement except as explicitly stated herein; or (ii) waive its objection to such Unpermitted Exceptions and accept title to the Property subject thereto, in which case such Unpermitted Exceptions shall be deemed Permitted Exceptions. If Purchaser has not delivered the Title Notice to Seller by the expiration of the Title Review Period, Purchaser shall be deemed to have waived the provisions of this Paragraph 5 and all easements, restrictions, covenants and agreements of record as of the date of this Agreement shall be deemed approved. Notwithstanding the foregoing, at or prior to Closing, Seller shall cause the discharge of all monetary liens or other monetary encumbrance created or caused by Seller and existing on the Property.

7. Purchase Price. The agreed purchase price for the Property is SIX MILLION, FOUR HUNDRED NINETY THOUSAND AND NO/100 DOLLARS (\$6,490,000.00) (the "Purchase Price"), of which THREE HUNDRED TWENTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$324,500.00) (the "Deposit") shall be paid as a deposit within one (1) business day after the date hereof (the date the Deposit is made being the "Deposit Date") and the balance of which, subject to any adjustments as provided in Section 14 hereof, is to be paid at the time of the Closing in immediately available funds by cash, certified, cashier's check, or by wire transfer. The Deposit shall be deposited with Title Insurer, to be held in an interest bearing account. Interest earned on the Deposit shall be for the benefit of the Purchaser. The Purchaser shall retain ownership of and exclusive control over the Deposit until all contingencies in this agreement are resolved in favor of a closing, at which time the Deposit will become non-refundable.

8. Necessary Approvals. This agreement is contingent upon the Purchaser obtaining all necessary approvals under state law, municipal ordinances, or any other laws applicable to real estate purchases, prior to closing, including, but not limited to, the Lincoln City-Lancaster County Planning Commission and the Lincoln City Council. In the event the Purchaser does not obtain all necessary approvals by the closing date, the parties may agree to an extension of the closing date, or either party may terminate the agreement. In the event this agreement is terminated by either party pursuant to this or any other contingencies in this agreement, the Deposit money shall be returned to the Purchaser.

9. Closing; Closing Date. The closing of the transaction contemplated herein shall be at 12:00 Noon on November 1, 2010 or such other date and /or time as Purchaser and Seller may agree upon in writing.

The time of the commencement of the closing shall sometimes be referred to herein as the "Closing," and the date thereof shall sometimes be referred to as the "Closing Date." Time is of the essence of this Agreement.

10. Possession and Condition of Property.

(a) Possession of 901 West Bond. On the Deposit Date, Seller shall deliver to Purchaser full possession of the office portion of 901 West Bond (the "Pre-Closing Possession Space"), free of all tenants and occupants, except those spaces occupied by the Seller that are agreed upon by the parties hereto. Purchaser shall have no obligation to pay rent for the Pre-Closing Possession Space from the Deposit Date until the Closing Date (the "Pre-Closing Possession Period"); provided, however, Purchaser shall be responsible for all operating costs applicable to the Pre-Closing Possession Space during such period and shall reimburse Seller, within thirty (30) days of presentation of an invoice relating thereto, for all actual costs and expenses, including, but not limited to, utilities, incurred by Seller relating to the Pre-Closing Possession Space. Purchaser and Seller shall cooperate in the use of the Pre-Closing Possession Space by Purchaser. If this Agreement terminates before Closing, then, within not more than fifteen (15) business days after such termination, Purchaser shall vacate the Pre-Closing Possession Space, remove its personal property and trade fixtures therefrom, and repair any

damage caused thereby, and deliver possession of the Pre-Closing Possession Space to Seller. During the Pre-Closing Possession Period, Purchaser shall have the right to use (i) the Furniture and (ii) the telephone and computer system cabling existing in the Pre-Closing Possession Space as of the date hereof. To the extent requested by either party, Purchaser and Seller shall enter into a separate lease agreement, incorporating the terms of this Section 9(a).

(i) Upon commencement of the Pre-Closing Possession Period, Purchaser, as tenant, shall provide Seller, as landlord, with a certificate of insurance for a \$2,000,000 commercial general liability policy, written on an occurrence basis and naming Seller as an additional insured, which Purchaser shall carry until the Closing Date. Purchaser hereby expressly waives any right of recovery against Seller for any loss, damage or destruction of Purchaser's property which is insured under the policies Tenant maintains or is required to maintain, notwithstanding that the damage may be due to the negligent acts or omissions of Seller, Seller's agents or employees. Purchaser shall place Purchaser's insurance with companies that will agree to acknowledge, by endorsement to the policies of the insured if necessary, that the insurance will not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described therein.

(ii) Upon commencement of the Pre-Closing Possession Period, Seller, as landlord, shall provide to Purchaser, as tenant, a certificate of insurance for a \$1,000,000 commercial general liability policy, written on an occurrence basis and naming the Purchaser as an additional insured, which Seller shall carry until the Closing Date. Seller hereby expressly waives any right of recovery against Purchaser for any loss, damage, or destruction of Seller's property which is insured under the policies landlord maintains or is required to maintain, notwithstanding that the damage may be due to the negligent acts or omissions of the Purchaser, Purchaser's agents or employees. Seller shall place Seller's insurance with companies that will agree to acknowledge, by endorsement to the policies, if necessary, that the insurance will not be invalidated should the insured waive in writing prior to a loss any or all rights of recovery against any party for loss occurring to the property described therein.

(iii) Purchaser covenants at all times to indemnify, defend and save Seller harmless from and against all loss, cost, injury, damages, liability, suits, claims, judgments and liens of every kind and nature that may occur or be claimed by, to or with respect to any persons, corporations, property or chattels on or about the Pre-Closing Possession Space resulting from any act done or omission or negligence by Purchaser or by those claiming under Purchaser or caused by or resulting from Purchaser's use or possession of the Pre-Closing Possession Space, or the conduct by Purchaser of its business therein, thereon and therefrom.

(iv) Purchaser shall maintain and keep the Pre-Closing Possession Space in as good a state and condition as such space was at the commencement of the Pre-Closing Possession Period.

(b) Possession of 949 West Bond. On the Closing Date, Purchaser shall lease to Seller the entire first floor of 949 West Bond (the "Post-Closing Lease Space") at a rental rate of

\$6.00 per square foot per year, triple net, for a period of sixty (60) months, with two (2) sixty (60) months renewal options at a rental rate of ninety percent (90%) of Fair Market Value (defined below), exercisable upon Seller's six (6) months written notice to Purchaser. As used in this Section 9(b), "Fair Market Value" shall be defined as what an arm's length, non-expansion, non-renewal, non-equity tenant would pay for space of comparable size, quality, utility, and location, taking into account the creditworthiness of the tenant, length of the term, base year and all allowances and concessions being offered in the market. Between the Effective Date and the Closing Date, the parties shall negotiate a separate lease agreement, incorporating the terms of this Section 9(b) and said lease shall be executed by the parties on the Closing Date.

(c) Condition of Property. Upon delivery of possession of the Property or a portion thereof, Seller shall deliver the Property or such portion, as applicable, (i) in broom clean condition and free of any debris and personal property, (ii) in the same physical condition existing upon execution of this Agreement (subject to the provisions of Sections 11 and 12), and (iii) in compliance with the terms of all easements, restrictions, covenants and agreements of record. Purchaser shall be entitled to an inspection of the Property prior to the Closing in order to determine whether the condition thereof complies with the terms of this section.

11. Condemnation. If, after the execution of this Agreement and prior to Closing, all or any material portion of the Property is taken by exercise of the power of eminent domain or any proceedings are instituted to effect such a taking, Seller shall promptly give Purchaser notice of such occurrence, and if Purchaser determines that any such partial taking would hinder or result in the Property being unsuitable for Purchaser's intended use thereof, Purchaser may, within fourteen (14) days after receipt of such notice, elect to either (a) terminate this Agreement in which event the Deposit shall be immediately returned to Purchaser and all obligations of the parties hereunder shall cease except as explicitly stated herein, or (b) close the transaction contemplated hereby as scheduled (except that if the Closing Date is less than fourteen (14) days following Purchaser's receipt of such notice closing shall be delayed until Purchaser makes such election), in which event Seller shall assign and/or pay to Purchaser at Closing all condemnation awards or other damages collected or claimed with respect to such taking.

12. Casualty. If prior to Closing the Property shall have been damaged by fire or casualty insured against, then Seller shall, unless Seller has previously restored the Property to its former condition prior to Closing, either:

- (a) pay over or assign to Purchaser, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by Seller for any partial restoration, or
- (b) if a holder of a mortgage on said Property shall not permit the insurance proceeds or a part thereof to be used to restore the said Property to their former condition or to be so paid over or assigned, give to Purchaser a credit against the Purchase Price, on delivery of the Deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by Seller for any partial restoration.

- (c) In the event that repair or reconstruction costs to either or both buildings combined total 50% or more of the purchase price herein as determined by each of three or more estimates from building contractors or licensed engineers selected by the Purchaser, none of whom shall have a current contract with or is in the bidding process for a project with the Purchaser, then and in that event, the Purchaser may reject (a) and (b) above and elect to terminate this agreement by providing notice of termination to the Seller within 14 days of the delivery of the last estimate, in which case the Deposit shall be returned to the Purchaser and all obligations of the parties hereunder shall cease. In the event that no such notice is delivered within 14 days of delivery of the last estimate, then the option to terminate pursuant to this subsection is null and void and the Seller shall implement either (a) or (b) above.

13. Acceptance of Deed. The acceptance and filing of a Deed by Purchaser or Purchaser's nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms thereof, to be performed after the Closing. Notwithstanding the foregoing, all warranties made by Seller shall survive delivery of the Deed.

14. Use of Purchase Money to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are filed simultaneously with the delivery and filing of the Deed, or provisions are made satisfactory to Purchaser and/or Purchaser's counsel consistent with local conveyancing practice and custom for obtaining the release of mortgage(s) on the Property.

15. Adjustments. All real estate taxes, assessments and utility charges which are due and payable as of Closing Date shall be paid by Seller. Real estate taxes, assessments and utility charges for the then current year which are not due and payable as of the Closing Date shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by Purchaser at the time of the Closing.

16. Adjustment of Unassessed and Abated Taxes. If the amount of the real estate taxes assessed against the Property is not known at the time of the Closing, or if the Property is assessed together as part of a larger parcel, taxes shall be apportioned on the basis of the taxes assessed for the preceding year (with all land, in the case of the Property assessed as part of a larger parcel, being valued equally), with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless otherwise agreed.

17. Broker's Fee. A broker's fee for professional services shall be due from Seller to Jones Lang LaSalle in conjunction with McCombs Commercial ("JLL") pursuant to a separate

agreement, but said fee shall be due only if, as and when Seller delivers the Deed to the Purchaser and the full Purchase Price is paid in accordance with the terms hereof, and not otherwise. Seller shall be solely responsible for the payment of any brokerage commission. Seller and Purchaser represent and warrant that they have dealt with no broker with respect to the Property, except JLL. Purchaser hereby agrees to indemnify and hold Seller harmless from and against any and all losses, claims or damages arising from claims by any person claiming through Purchaser for any brokerage commission or finder's fee in connection with this Agreement. Seller hereby agrees to indemnify and hold Purchaser harmless from and against any and all losses, claims or damages arising from claims by any person claiming through Seller for any brokerage commission or finder's fee in connection with this Agreement.

18. Deposits. The Deposit shall be held by Title Insurer (Escrow Agent) in escrow, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement, or at the time of its sooner termination, the same to be deposited in an interest bearing FDIC-insured account with interest thereon to be disbursed to Purchaser at the Closing or, if the Closing does not occur, to the party entitled to the Deposit.

If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit and all interest earned thereon, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the party to which such notice was given to the proposed payment within ten (10) business days after notice is received, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such ten (10) day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold the Deposit and the interest earned thereon until otherwise directed by a written instrument from both Seller and Purchaser or a final judgment of a court not subject to further appeal. However, Escrow Agent shall have the right at any time to pay over the Deposit and any interest thereon to a court of competent jurisdiction. Escrow Agent shall give written notice of such payment to Seller and Purchaser.

19. Default; Damages. If Purchaser shall fail to fulfill Purchaser's agreements herein after all contingencies have been resolved in favor of a closing, the Deposit shall be retained by Seller as liquidated damages and the parties acknowledge and agree that the actual damages herein are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined and shall be Seller's sole remedy against Purchaser, at law or in equity, for Purchaser's default hereunder. If Seller shall fail to fulfill Seller's agreements herein, Purchaser shall be entitled (i) to terminate this Agreement by written notice to Seller, in which event the Deposit, shall be returned to Purchaser plus \$10,000.00 as liquidated damages and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) to enforce Seller's obligations hereunder by a suit for specific performance. In the event Purchaser elects to pursue the remedy described in clause (i) above, the parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined. In the event any litigation is undertaken to enforce the provisions of this Agreement, the party obtaining a judgment in its favor in connection therewith shall also receive, as part of the judgment, an amount equal to its

reasonable attorneys' fees and other costs incurred in connection with such litigation, including without limitation post-closing and appellate proceedings.

20. AS-IS. Purchaser acknowledges that Purchaser has not been influenced to enter into this transaction nor has Purchaser relied upon any warranties or representations not set forth or incorporated in this Agreement, or otherwise previously made in writing. Except to the extent otherwise provided in this Agreement, the PROPERTY IS SOLD "AS IS", "WHERE IS" and "WITH ALL FAULTS." From and after Closing, Seller shall be released from all responsibility and liability to Purchaser regarding the condition (including its physical condition and its compliance with applicable laws, and the presence in the soil, air, structures and surface and subsurface waters, of hazardous or toxic materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines), valuation, salability or utility of the Property, or its suitability for any purpose whatsoever. The foregoing terms of this Section 19 shall survive the Closing and Purchaser shall execute and deliver at Closing a form of release (the "Release") reasonably acceptable to Seller confirming the terms of this Section 19.

21. Tests/Inspections. For a period of thirty (30) days after the full execution of this Agreement (the "Inspection Period"), Purchaser and Purchaser's representatives shall have the right to enter upon the Property for the purposes of: (i) conducting any testing, examinations, reviews, inspections or investigations of the Property, including but not limited to matters relating to environmental issues, zoning, title, or the physical condition of any improvements located on the Property; (ii) evaluating all utilities servicing the Property, including but not limited to water, power, natural gas and telephone; (iii) examining and evaluating roads located on, providing access to or otherwise servicing the Property for width and load ratings; (iv) reviewing all permitting matters; and (v) conducting land surveys, inspections, soil tests, core drillings, environmental tests, subsurface investigations, including test pits and borings, and such other examinations and investigations as the Purchaser may desire; provided, however, no surface or subsurface invasive testing or sampling shall be conducted without Seller's written approval as to the methodology of such testing, which approval may be withheld in Seller's sole discretion. Purchaser shall repair any and all damage by reason of Purchaser's access, testing, examinations or investigations of the Property and Purchaser shall indemnify and save Seller harmless from and against any loss, damage and liability resulting from or arising out of such activity. The obligations of Purchaser set forth in the preceding sentence shall survive the termination of this Agreement or the Closing. In the exercise of Purchaser's rights pursuant to this section, Purchaser shall give Seller reasonable advance notice of its entry onto the Property and Seller shall have the right to accompany Purchaser. All such activities authorized hereunder shall be at the sole and exclusive risk and cost of Purchaser. In the event that Purchaser is not satisfied, in Purchaser's sole discretion, with the results of any of Purchaser's examinations and investigations, Purchaser may terminate this Agreement by giving written notice to Seller no later than 5:00 p.m. on the last day of the Inspection Period, whereupon the Deposit and all interest earned thereon shall be repaid to Purchaser and neither party shall have any further obligations under this Agreement except as explicitly stated herein. In the event that Purchaser has not terminated this Agreement by giving written notice to Seller on or before 5:00 p.m. on

the last day of the Inspection Period, Purchaser shall be deemed to have waived its right to terminate this Agreement as a result of the investigations contemplated herein. If Purchaser does not timely receive the Due Diligence Materials in accordance with Section 5, then, upon written notice to Seller, Purchaser may extend the Inspection Period to the extent of such delay in Purchaser's receipt of the Due Diligence Materials up to an additional thirty (30) days.

22. Representations of Seller. Seller hereby represents, warrants, and covenants to Purchaser as follows to Seller's actual knowledge:

- (a) Seller has not received written notice from any public authority that there exists with respect to the Property any outstanding violation of any municipal, state, or federal law, rule, or regulation affecting all or any portion of the Property which has not heretofore been rectified.
- (b) Other than this Agreement, the Seller is not party to any outstanding agreements (including, without limitation, any right of first offer) with any party pursuant to which any such party may acquire any interest in the Property.
- (c) Seller is not presently a party to any lawsuit in reference to the Property, nor has Seller received written notice of any threatened or contemplated lawsuits against Seller in reference to the Property.
- (d) There are no service or maintenance or related contracts relating to the Property which will in any way be binding upon Purchaser subsequent to the delivery of the Deed other than those which Purchaser shall have agreed in writing to assume.
- (e) No municipal betterments with respect to the Property have been voted or are under consideration to be assessed or otherwise are pending to be assessed.
- (f) No hazardous materials have been released or stored on the Property in violation of applicable laws.

The warranties and representations in this Section 21 shall survive the delivery of the Deed for twelve (12) months. As used in this Section 21, "actual knowledge" shall mean the actual current knowledge of Russell Tieman, Vice President, Facilities & Administration, without duty of inquiry or investigation.

23. Representations of Purchaser. Purchaser hereby represents, warrants, and covenants to Seller as follows:

- (a) Purchaser is a Nebraska political subdivision and municipal corporation duly organized and validly existing under the laws of the State of Nebraska.
- (b) Subject to the contingencies stated in Paragraph 8, Purchaser has the full power and authority to make, deliver, enter into and perform pursuant to this Agreement.

Purchaser further warrants and represents that this Agreement is valid, binding and enforceable against Purchaser in accordance with its terms.

- (c) Subject to the contingencies stated in Paragraph 8, neither Purchaser's execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will result in a breach of, or violation of, any agreement or covenant to which Purchaser is signatory or is otherwise bound.
- (d) Other than the Lincoln City-Lancaster County Planning Commission and the Lincoln City Council, no consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Purchaser or the performance by Purchaser of the transaction contemplated hereby, but is subject to the contingencies stated herein.
- (e) Purchaser has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy act or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign jurisdiction or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, or (iii) made an assignment for the benefit of creditors.

24. Cooperation. If Purchaser requests, Seller shall reasonably cooperate with Purchaser by executing an affidavit or such affidavits as may be required by Purchaser or Purchaser's attorney certifying that (i) there are no persons or parties in possession of the Property other than as allowed under this Agreement; (ii) all municipal liens due and payable as and at the time of the Closing Date have been paid in full; and (iii) there are no facts or circumstances existent which would give rise to a claim for, or result in the assertion of, a mechanic's or materialman's lien, and agreeing to indemnify and save harmless Purchaser and any title insurance company underwriting a title policy without noting an exception for the foregoing against loss or damage arising out of or resulting from the falsity of any matter contained in such certification.

25. Evidence of Compliance. Seller shall provide in advance of the Closing Date such documents as Purchaser or its counsel may reasonably require (i) to evidence Seller's existence and due authority to perform and convey title to the Property as required herein; and (ii) to evidence that the Seller is a validly existing corporation in good standing under the laws of the State of Delaware, is qualified to transact business and is in good standing under the laws of the State of Nebraska, and that the officers or directors acting for and on behalf of the Seller, have the authority to so act and have acted within the scope of such authority.

26. Seller's Closing Deliveries. At the Closing, Seller shall deliver the following to Purchaser:

- (a) The Deed to the Property;
- (b) The Bill of Sale from Seller to Purchaser;
- (c) Seller's executed affidavit as required by the Foreign Investments in Real Property Transfer Act;
- (d) Seller's executed ALTA statement, Owner's Affidavit or similar statement which may be required by Purchaser's counsel or title company;
- (e) Seller's executed GAP Undertaking or equivalent which may be required by the Purchaser's title company;
- (f) All keys to the buildings on the Property and all keys and other items necessary to access the Property or items thereon;
- (g) Seller's executed counterpart of any applicable state, county or local realty transfer tax declarations;
- (h) Seller's executed counterpart of an agreed proration or settlement statement; and
- (i) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Purchaser's counsel or title company to fully effect and consummate the transactions contemplated hereby.

27. Purchaser's Closing Deliveries. At the Closing, Purchaser shall deliver the following to Seller:

- (a) The balance of the Purchase Price, by, at Purchaser's option, certified, cashier's, treasurer's or bank check, or by wire transfer;
- (b) Purchaser's executed counterpart of any applicable state, county or local realty transfer tax declarations;
- (c) Purchaser's executed Release;
- (d) Purchaser's executed counterpart of an agreed proration or settlement statement; and
- (e) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by the title company to fully effect and consummate the transactions contemplated hereby.



evidenced by receipt by the courier service or confirmation of successful fax or e-mail transmission. Notice shall also be deemed adequate if given in any other form permitted by law.

30. Foreign Person and Reporting Forms. Seller represents and warrants that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and will furnish to Purchaser an appropriate Nonforeign Affidavit on the Closing Date. In addition, Seller shall furnish to whomever is designated by Purchaser (other than Seller) such information as may be required to report the transaction to the Internal Revenue Service as provided by law.

31. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Nebraska contract, is to take effect as a sealed instrument, sets forth the entire agreement between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the Seller and the Purchaser. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

32. Miscellaneous.

(a) Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Otherwise all references herein to "days" shall mean calendar days.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

(c) Time is of the essence in this Agreement.

(d) This Agreement shall inure to the benefit of, and shall be binding upon, the permitted successors and assigns of the parties hereto; provided, however, that Seller shall have the right to approve in advance, in its sole discretion, any assignment by Purchaser other than to any entity directly or indirectly owned or controlled by Purchaser or to any entity owned or controlled by Purchaser; provided, however, in the event of any assignment, the Purchaser shall not be relieved of its obligations under the Agreement.

(e) In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

(f) All action required pursuant to this Agreement necessary to effectuate the transaction contemplated herein has been or will be taken promptly and in good faith by Purchaser and Seller and their representatives, employees and agents.

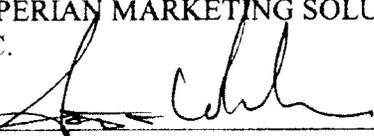
(g) For purposes of negotiating and finalizing this Agreement, any signed document, including this Agreement, transmitted via facsimile shall be treated in all manners and respects as an original document and any signature thereon shall be considered an original signature and shall have the same binding legal effect as if the original document and signature was delivered to the other party.

[Signature page follows.]

WITNESS our hands and seals as of the date first above written.

SELLER:

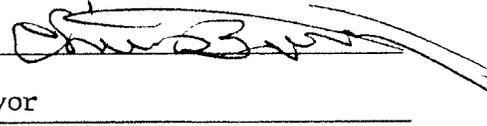
EXPERIAN MARKETING SOLUTIONS,  
INC.

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

Its CFO \_\_\_\_\_

PURCHASER:

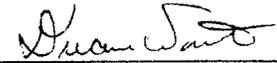
THE CITY OF LINCOLN

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

Its Mayor \_\_\_\_\_

ESCROW AGENT:

Union Title Company

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

Its Vice President & Managing Officer \_\_\_\_\_

**EXHIBIT A**

Lots 4, 5, 6, 7, 8, 9 and 10, Block 4 and Lot 9, Block 7, Union Pacific Addition,  
Lincoln, Lancaster County, Nebraska

## **EXHIBIT B**

### **Furniture**

#### **Lower level:**

- 27 cubes
- 1 conference table & 7 chairs
- 9 lunchroom tables & 30 chairs
- 13 computer tables
- 14 storage cabinets
- 46 chairs
- 12 bookcases
- 82 file cabinets

#### **2nd floor of 949 West Bond:**

- 117 cubes
- 23 sets of office furniture
- 4 conference room tables & 45 chairs

#### **901 West Bond:**

- 43 lunchroom tables & 176 chairs
- 27 training tables & 94 chairs
- 6 sets of office furniture
- 9 bookcases
- 21 chairs
- 10 file cabinets
- 12 cubes