

STATE OF NEBRASKA  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
STATE BUILDING DIVISION CA – 65093964  
SUBLEASE AGREEMENT - AMENDMENT #1



This Sublease Agreement Amendment #1, hereinafter this "Amendment," executed in duplicate, is by and between **City of Lincoln d/b/a Lincoln Police Department**, a department of the City of Lincoln, Nebraska, hereinafter known as "Sublessor," and the **Department of Administrative Services, State Building Division**, an agency of the State of Nebraska, hereinafter known as "Sublessee," acting on behalf of **Nebraska State Patrol**, hereinafter known as "Tenant Agency," collectively the "Parties."

### RECITALS

WHEREAS, Sublessor entered into a lease agreement with The 3 Amigos Properties, L.L.C., commencing on September 29, 2005, (Ord. No. 18615). The Sublessor renewed said lease on May 14, 2008 (Ord. No. 19084). In 2011, Silver Properties L.L.C., hereinafter known as "Landlord", acquired all interest in said lease. On October \_\_\_\_, 2011 (Resolution No. \_\_\_\_\_), the Sublessor renewed said lease with Landlord, wherein Sublessor agreed to lease 4,947 square feet of office space for \$69,216.00, to be paid annually. The aforementioned lease agreement and any renewals are hereinafter known as "Lease";

WHEREAS, Sublessor and Lancaster County Sheriff's Office, hereinafter known as "LSO," entered into a *Mutual Aid Agreement/Joint-Use Facility* agreement, effective November 13, 2007, wherein the Narcotics Investigation Unit is named as a special situation and shall continue at this premise;

WHEREAS, Sublessor and Sublessee entered into a Memorandum of Understanding, commencing on (no date shown) and commencing on November 1, 2008, wherein the Demised Premises are described as consisting of approximately 5,000 square feet of leasable area, wherein Sublessor and LSO shall pay annual rent in the amount of \$35,116 and Sublessee shall pay annual rent in the amount of \$34,100.00 and an additional \$1,000 annually towards utilities and cleaning costs;

WHEREAS, Sublessor and Sublessee then entered into a sublease agreement, hereinafter known as "Sublease", commencing on November 1, 2008, to pay annual rent in the amount of \$34,100 for non-exclusive use of the Demised Premises and exclusive use of 1,886 square feet of office space, and, to pay \$1,000 annually towards utilities and janitorial services/supplies, or a total of \$35,100, to be paid annually;

WHEREAS, Sublessor and Sublessee wish to renew the Sublease and amend the Sublease under the terms and conditions contained within this Agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. As to **Section 2. Term**, paragraph 2.2 of Sublease, the existing language shall be deleted in its entirety and replaced with the following:

"The term of this Sublease shall be for a period of five (5) years, commencing on November 1, 2011, hereinafter referred to as "Commencement Date" and ending on October 31, 2016, hereinafter referred to as "Expiration Date", unless sooner terminated as herein after provided."

2. As to **Section 3. Rent**, paragraph 3.1 of Sublease, the existing language shall be deleted in its entirety and replaced with the following:

"Sublessee shall pay Sublessor rent in annual installments payable in advance on the first day of November each year throughout the Term of this Lease. Rent payable hereunder for any period of time less than one (1) year shall be determined by prorating the annual rent herein specified based on the actual number of days in the year. Rent shall be paid to the Sublessor at the address specified in Paragraph 5 or to such other address as the Sublessor designates in writing and served as notice to Sublessee."

3. As to **Section 3. Rent**, paragraph 3.2 of Sublease, the payment schedule shall be deleted in its entirety and replaced with the following:

Lease Term	Total Sq. Ft.	Rate	Annual Cost
November 1, 2011-October 31, 2016			
Office Space	1,886	\$18.08	\$34,100.00
Annual Utility/Janitorial Payment	1,886		\$1,000.00
<b>Total Annual Cost</b>			<b>\$35,100.00</b>

4. As to **Section 13. Services and Utilities**, paragraph 13.1 of Sublease, the existing language shall be deleted in its entirety and replaced with the following:

"13.1 Utilities/Janitorial Services: Tenant Agency shall pay Sublessor an annual installment of \$1,000.00 towards all usual and customary utilities and janitorial services/supplies. The installment is payable in advance on the first day of January each year throughout the term of the Sublease. In the event of any outage of utility services of the Demised Premises, Sublessor shall use its best efforts to restore said utility service promptly.

13.2 Commons Area: Sublessee has read and agrees to the terms and conditions of the Lease as to the use and maintenance of the common areas, as defined by Lease. The Sublessee and/or Tenant Agency have the same rights and limitations to use the commons area as the Sublessor. Sublessee understands and agrees the common area is not controlled or maintained by the Sublessor, and Sublessor does not guarantee as to the safety or condition of such areas."

5. As to **Section 16. Liabilities – Limited or Negligent Acts**, the existing language shall be deleted in its entirety and replaced with the following:

"16.1 The Sublessor shall not be liable for any intentional or negligent act or negligent act or omission which may result in claims, damages, losses and expenses, including but not limited to attorney's fees, that is caused in whole or in part by the intentional or negligent act or omission of the Sublessee and/or Tenant Agency, or anyone for whose acts any of them may be liable, 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. It is expressly understood that the Sublessee and/or Tenant Agency, nor any of its staff are employees of Sublessor and, thus they are not entitled to any of Sublessor's benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.

- 16.2 The Sublessee and/or Tenant Agency shall not be liable for any intentional or negligent act or omission which may result in claims, damages, losses and expenses, including but not limited to attorney's fees, that is caused in whole or in part by the intentional or negligent act or omission of the Sublessor, or anyone for whose acts any of them may be liable, 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. It is expressly understood that neither the Sublessor, nor any of its staff are employees of Sublessee and/or Tenant Agency and, thus they are not entitled to any Sublessee and/or Tenant Agency's benefits including, but not limited to, overtime, retirement benefits, workers' compensation, sick leave, or injury leave.
- 16.3 The Parties to this Sublease, and all subsequent amendments and addendums, are governmental entities. The parties do not waive its governmental immunity by entering into this Sublease and fully retains all immunities and defenses provided by law.
- 16.4 This section survives any termination of this Sublease."

6. As to **Section 19. Insurance**, the existing language shall be deleted in its entirety and replaced with the following:

"19.6 Sublessor is a self-insured governmental entity and shall furnish the Sublessee with a letter stating that it is self-insured in lieu of a Certificate of Insurance and such letter shall be attached hereto and incorporated herein as *Exhibit F Letter of Self Insurance*. Sublessor agrees to provide Workers' Compensation for its employees.

19.2 Sublessee, under the provisions of R.R.S., 1943, §81-8,239.01, self-insures all such exposures and is financially capable of retaining those losses should they occur. If there is a liability loss under the provisions of this Sublease, a claim may be filed with the State Claims Board and, if approved, will be paid from the State Tort Claims Act, R.R.S., 1943, §81.8,209, et al., and any other provision of law. Workers' Compensation is statutorily required in Nebraska and Sublessee is fully self-insured and agrees to provide Workers' Compensation for its employees. Occupational diseases are fully covered by law."

7. **No Other Changes.** Unless expressly amended hereby, all other terms and conditions contained in the Sublease shall remain unchanged and in full force and effect, and are hereby ratified and confirmed. To the extent of any conflict between the provisions hereof and the Sublease, the provisions of this Amendment shall govern and control and shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

8. **Effective Date.** This Amendment shall be effective as of November 1, 2011 irrespective of the dates of execution.

9. **Entire Agreement.** This Amendment constitutes the entire and integrated agreement between Sublessor and Sublessee relating to the subject matter of this Amendment and supersedes all prior understandings, agreements, or representations, between the Parties, written or oral, to the extent they relate in any way to the subjects of the Sublease as amended

10. **Counterparts.** This Amendment shall be executed in duplicate originals, each of which shall be deemed to be an original, but both of which, together, shall constitute one and the same instrument.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.**

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year written hereinbelow.

**SUBLESSOR:**

\_\_\_\_\_  
Chris Beutler, Mayor  
City of Lincoln

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF LANCASTER        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2011,  
by Chris Beutler, Mayor of the City of Lincoln, Nebraska.

\_\_\_\_\_  
Notary Public

Affix Seal.

**SUBLEESSEE:**

By: \_\_\_\_\_  
Rodney Anderson, Administrator  
AS/State Building Division

\_\_\_\_\_  
Date

The following documents are hereby incorporated and attached to this Agreement:

- A. Lease, (Ord. No. 18615).;
- B. Lease renewal, (Ord. No. 19084);
- C. Lease renewal, (Resolution No. );
- D. Sublease;
- E. Demised Premises Floor Plan;
- F. Letter of Self Insurance.

05-136

Introduce: 9-12-05

ORDINANCE NO. 18615



1 AN ORDINANCE accepting and approving a Lease Agreement between  
2 The 3 Amigos Properties, L.L.C. and the City of Lincoln for a lease of space for a term  
3 of November 1, 2005 through October 31, 2008, for use by the Lincoln Police  
4 Department.

5 BE IT ORDAINED by the City Council of the City of Lincoln, Nebraska:

6 Section 1. That the Lease Agreement between the City of Lincoln,  
7 Nebraska and The 3 Amigos Properties, L.L.C. which is attached hereto marked as  
8 Attachment "A" and made a part hereof by reference under which the City will lease  
9 space for a period of three years upon the terms and conditions as set forth in said  
10 Lease Agreement is hereby accepted and approved, and the Mayor is authorized to  
11 execute said Lease Agreement on behalf of the City.

12 <sup>9/29</sup> Section 2. The City Clerk is directed to return one fully executed original  
13 of said lease to Rich Anderson, Lincoln Police Department for transmittal to The 3  
14 Amigos Properties, L.L.C.

Introduced by:

Jonathan Cook

Approved as to Form and Legality:

Thomas W. Roper  
City Attorney

AYES: Camp, Cook, Eschliman,  
Marvin, McRoy, Newman,  
Svoboda; NAYS: None.

Approved this <sup>29<sup>th</sup></sup> day of Sept. 2005:  
Colleen J. Seay  
Mayor

**PASSED**  
SEP 26 2005  
**BY CITY COUNCIL**

[REDACTED]  
[REDACTED]  
**Lincoln, Nebraska**

**LEASE AGREEMENT**

This lease agreement, executed in two or more counterparts is made and entered into this 29<sup>th</sup> 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. 10<sup>th</sup> 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, county, 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, or 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 or 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.

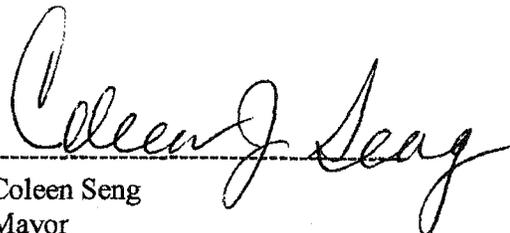
49. Landlords Work. Landlord work shall consist of only the work specifically stated in the attached Rider C. If Rider C is not attached then the Landlord is not performing any work.

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

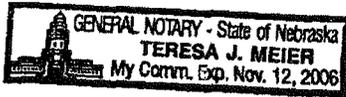


Coleen Seng  
Mayor  
City of Lincoln

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.

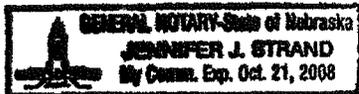


Teresa J. Meier  
Notary Public

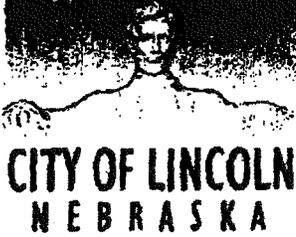
State Of Nebraska )  
 ) ss.  
County of Lancaster )

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



Lincoln-Lancaster County  
Personnel Department  
Don W. Taube, Director

Risk Management Division  
233 South 10th Street  
Second Floor, Room 210  
Lincoln, Nebraska 68508

402-441-7671  
fax: 402-441-6800



MAYOR COLEEN J. SENG

lincoln.ne.gov

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

August 4, 2005

RE: Proof of Insurance

Please be advised that, for the purposes of providing coverage for general liability exposures resulting from the negligent acts, errors or omissions of the City of Lincoln, its officers, agents, and employees, the City of Lincoln does purchase excess insurance coverage under a policy of insurance, but is "self-insured" for a large portion of any loss. After a self insured retention of \$250,000, the City of Lincoln has General Liability insurance with a limit of \$5,000,000 per occurrence.

The City of Lincoln maintains specific funds in its self-insurance reserve and is authorized by Statute and Charter to levy taxes in amounts sufficient to pay any money judgements which might be levied against the City.

Even though the City is responsible for a large self-insured retention, it nevertheless recognizes and reaffirms its responsibility to accept liability, and to pay such damages from its own funds, in those instances where the City may have some legal responsibility to pay for damages.

If there are any questions, please feel free to contact me.

Sincerely yours,

City of Lincoln Risk Management  
233 South 10th  
Lincoln, NE 68508

08-53

Introduce: 4-28-08

ORDINANCE NO. 19084

1 AN ORDINANCE accepting and approving the 1st Lease Addendum to the  
2 previously approved Lease Agreement between The 3 Amigos Properties, L.L.C. and  
3 the City of Lincoln for a lease of space for an additional term of November 1, 2008  
4 through October 31, 2011, for use by the Lincoln Police Department.

5 BE IT ORDAINED by the City Council of the City of Lincoln, Nebraska:

6 Section 1. That the 1st Lease Addendum to the Lease Agreement  
7 between the City of Lincoln, Nebraska and The 3 Amigos Properties, L.L.C. which is  
8 attached hereto marked as Attachment "A" along with a copy of the Lease Agreement  
9 previously entered into by Ordinance No. 18615 on September 26, 2005, which are  
10 made a part hereof by reference, under which the City will lease space for an additional  
11 three-year period upon the terms and conditions as set forth in said 1st Lease  
12 Addendum is hereby accepted and approved, and the Mayor is authorized to execute  
13 said Lease Agreement on behalf of the City.

14 Section 2. The City Clerk is directed to return one fully executed original  
15 of said 1st Lease Addendum to Richard Anderson, Lincoln Police Department for  
16 transmittal to The 3 Amigos Properties, L.L.C.

Introduced by:  
Greg Emery

Approved as to Form and Legality:

John V. Husky  
City Attorney

AYES: Cook, Emery, Eschliman,  
Marvin, Spatz, Svoboda; NAYS:  
None; ABSENT: Camp.

Approved this 14th day of May, 2008:  
Chris Benson  
Mayor

**PASSED**  
MAY 12 2008  
BY CITY COUNCIL

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

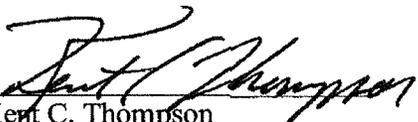
This option to renew is entered into this 14<sup>th</sup> day of May, 2008 by and between **The 3 Amigos Properties, L.L.C.**, (hereinafter the Landlord), whose address for the purpose of this lease is PO Box 6896, Lincoln, NE 68506 and **The Lincoln Police Department** whose address for the purpose of this lease 575 S. 10<sup>th</sup>, 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.

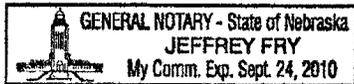
  
Chris Beutler  
Mayor  
City of Lincoln

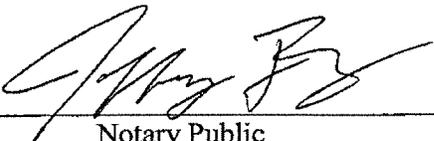
**NOTARY PAGE TO FOLLOW**

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.

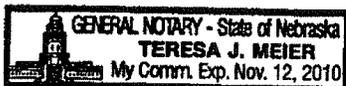


  
Notary Public

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 May 14, 2008.



  
Notary Public

11-163

Introduce: 10-24-11

ORDINANCE NO. \_\_\_\_\_

1 AN ORDINANCE accepting and approving a Lease Agreement between  
2 Silver Properties, L.L.C. and the City of Lincoln for a lease of space for a term of  
3 November 1, 2011 through October 31, 2016, for use by the Lincoln Police Department.

4 BE IT ORDAINED by the City Council of the City of Lincoln, Nebraska:

5 Section 1. That the Lease Agreement between the City of Lincoln,  
6 Nebraska and Silver Properties, L.L.C. which is attached hereto marked as Attachment  
7 "A" and made a part hereof by reference under which the City will lease space for a  
8 period of five years upon the terms and conditions as set forth in said Lease Agreement  
9 is hereby accepted and approved, and the Mayor is authorized to execute said Lease  
10 Agreement on behalf of the City.

11 Section 2. The City Clerk is directed to return one fully executed copy  
12 of said lease to Tonya Peters, Lincoln Police Department for transmittal to Silver  
13 Properties, L.L.C.

Introduced by:

\_\_\_\_\_

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

Approved this \_\_\_ day of \_\_\_\_\_, 2011:  
\_\_\_\_\_  
Mayor

**Silver Properties, LLC  
2nd Lease Addendum**

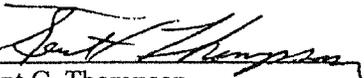
This option to renew is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between **Silver Properties, LLC**, (hereinafter the Landlord), whose address for the purpose of this lease is PO Box 6896, Lincoln, NE 68506 and **The Lincoln Police Department** whose address for the purpose of this lease 575 S. 10<sup>th</sup>, 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 five (5) years commencing on **November 1, 2011** and shall end on **October 31, 2016**.
- 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, 2011 through October 31, 2016 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 Silver Properties, LLC

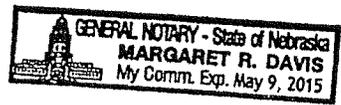
\_\_\_\_\_  
Chris Beutler  
Mayor  
City of Lincoln

**NOTARY PAGE TO FOLLOW**

State of Nebraska ) Nebraska  
                          ) ss.  
County of Lancaster ) Lancaster

Before me, a Notary Public qualified for said County, personally came **Kent C. Thompson**, President of Thompson Realty Group, Inc., Managers for Silver Properties, LLC 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 September 20<sup>th</sup>, 2011.



Margaret R. Davis  
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 \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
STATE BUILDING DIVISION  
LEASE AGREEMENT

This Sublease, executed in duplicate, is by and between the **Lincoln Police Department**, hereinafter known as "Sublessor", and the Department of Administrative Services, State Building Division, an agency of the State of Nebraska, hereinafter known as "Sublessee", acting on behalf of **The Nebraska State Patrol**, hereinafter known as "Tenant Agency."

**1. Premises.** Sublessor hereby subleases, subject to the terms, covenants and conditions set forth in this Sublease, to the Sublessee, the premises as generally described below (hereinafter "Demised Premises"), which consists of **5,659 square feet** of leaseable area (not including any Common Area) shown on the floor plan attached hereto as Exhibit A and is incorporated into this Sublease. Sublessor warrants and represents that it has the right to sublet the Demised Premises to the Sublessee as shown in the lease agreement and subsequent written consent both attached hereto as Exhibit B. The Demised Premises are being subleased for the sole purpose of general office space.



- 1.1 **Common Areas – Definition.** "Common Areas" are all areas and facilities outside the Demised Premises and within the exterior boundary line of the building and grounds and interior utility raceways within the Demised Premises that are provided and designated by the Sublessor from time to time for the general non-exclusive use of Sublessor, Sublessee/Tenant Agency and other tenants of the building and their respective employees, suppliers, shippers, tenants, contractors and invitees.
- 1.2 **Common Areas – Sublessee/Tenant Agency's Rights.** Sublessor hereby grants to Sublessee, for the benefit of Tenant Agency and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Sublease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof.

**2. Term.**

- 2.1 The term of this Sublease shall be for a period of **three (3) years**, commencing on **November 1, 2008** (hereinafter the "Commencement Date") and ending on **October 31, 2011** (hereinafter the "Expiration Date") unless sooner terminated as hereinafter provided. This Sublease shall in no case become effective until all required signatures have been obtained and the Demised Premises are ready for full legal occupancy.
- 2.2 It is agreed between the Sublessor and the Sublessee that in the event the Sublessor, Sublessee and Tenant Agency have fully complied with all the terms and conditions of this Sublease, the Sublessee prior to the expiration of the original term of this Sublease shall have the right exercisable at its sole option to renew the Sublease upon the same terms and conditions as those set forth in the original Sublease provided Sublessee notifies Sublessor in writing of its exercise of such right within 45 calendar days before the end of the original term of the Sublease. If any of the terms or conditions of this Sublease are to be changed

for the extension of the Sublease as per this paragraph, said changes must be mutually agreed to in writing between all parties.

### 3. Rent.

- 3.1 Sublessee shall pay Sublessor rent in an annual installment of **\$34,100** payable in advance on the first day of each year throughout the term of this Sublease. Rent payable hereunder for any period of time less than one year shall be determined by prorating the yearly rent herein specified based on the actual number of days in the year. Rent shall be paid to the Sublessor at the address specified in Paragraph 5 or to such other address as the Sublessor designates in writing and served as notice to Sublessee.
- 3.2 Tenant Agency will occupy, non-exclusively with sublessor and a third party, **5,659 square feet** of office space. In the event of a conflict, Tenant Agency shall have rights to occupy, exclusively, 1,886 square feet office space within the demised premises. Such assignment of space must be mutually agreed to in writing between all parties. The payment schedule for the term of this Sublease is based on 1,886 square feet. In the event the aforementioned third party terminates their agreement with respect to such, the conditions of 3.2, including the 1,886 basis for rent and the rental payments herein will remain unchanged.

<u>Sublease Term</u>	<u>Cost per ft<sup>2</sup></u>	<u>Total Annual Rent Payment</u>
11/01/2008 – 10/31/2011	\$18.08	\$ 34,100.00

### 4. Termination and Default.

- 4.1 This Sublease may be terminated by Sublessee by written notice to Sublessor if sufficient appropriated funds are not available to Sublessee and/or Tenant Agency for the purpose of paying necessary operating expenses of the Tenant Agency, including rent on the Demised Premises. If any Governor's budget message is such that it does not include sufficient appropriated funds to pay necessary operating expenses of the Tenant Agency, including rent hereunder, notice of such fact shall be given promptly to Sublessor, and if at any time it appears that appropriated funds will be depleted in the future, or such funds are not sufficient to pay necessary operating expenses of Tenant Agency including rent hereunder, notice of such fact and the estimated date of depletion shall be given promptly to Sublessor. If only a portion of the funds sufficient to pay the necessary operating expenses of the Tenant Agency including rent hereunder are appropriated, this Sublease may be kept in force with a prorate share of the space and corresponding rent decreased. Any such reduction shall be agreed upon by Sublessor, Sublessee and Tenant Agency.
- 4.2 Sublessor and Sublessee each shall have the right to cancel this Sublease, for any reason whatsoever including no reason, upon giving one hundred eighty (180) days notice of such cancellation in writing to the other party.
- 4.3 Sublessee may terminate this Sublease immediately without penalty for the following reasons: (a) if directed to do so by statute; (b) if Sublessor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business; (c) if a trustee or receiver of Sublessor or of any substantial part of Sublessor's assets has been appointed by any court; (d) in the case of fraud, misappropriation embezzlement, malfeasance, misfeasance, or illegal conduct by Sublessor, its employees, officers, directors, or shareholders; (e) if an involuntary proceeding has been commenced by any party against Sublessor under any one

of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) Sublessor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) Sublessor has been decreed or adjudged a debtor; (f) A voluntary petition has been filed by Sublessor under any of the chapters of Title 11 of the United States Code..

- 4.4 Sublessee may terminate this Sublease, in whole or in part, if Sublessor fails to perform its obligations under this Sublease in a timely and proper manner. Sublessee may, by providing a written notice of default to Sublessor, allow Sublessor to cure a failure or breach of this Sublease within a period of thirty (30) days. Allowing Sublessor time to cure a failure or breach of contract does not waive Sublessee's right to immediately terminate this Sublease for the same or different contract breach which may occur at a different time.
- 4.5 If the whole or substantial part of the building or Demised Premises shall be taken or condemned by any competent authority for any public use or purpose, unless otherwise agreed upon in writing by the parties, the terms of this Sublease shall end upon and not before the date when possession of the part so taken shall be required for such use or purchase, and without apportionment of the award, and current rent shall be apportioned to the date of termination.
- 4.6 In the event Tenant Agency and/or Sublessee fails to pay any rent due herein or fails to keep and perform any of the other terms or conditions hereof, Sublessor may serve written notice of default upon Sublessee. Upon such receipt, Sublessee and/or Tenant Agency shall have thirty (30) days to cure the default so noted in the notice of default or to dispute the allegation of default. If, after said cure period the default has not been cured or the Sublessee has not successfully disputed the notice of default, the Sublessor may resort to any and all legal remedies or combination of remedies which Sublessor may desire to assert, including but not limited to one or more of the following: (1) Declare the Sublease terminated; (2) file a claim for the rent due under the Sublease and/or for any damages sustained by Sublessor; (3) continue the Sublease in effect and relet the Demised Premises on such terms and conditions as Sublessor may deem advisable with Sublessee and/or Tenant Agency remaining liable for the yearly rent until the Demised Premises is relet.
- 4.7 No action by Sublessor shall be construed as an election to terminate the Sublease unless written notice of such intention is given to Sublessee.
- 4.8 In the event Sublessor fails or refuses to comply with any requirements of the Sublease within thirty (30) days of the event giving rise to the requirement or in the event of an emergency constituting a hazard to the health or safety of the Sublessee's and/or Tenant Agency's employees, property, or invitees, the Sublessee and/or Tenant Agency may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the Sublessee and/or Tenant Agency may have, may deduct the amount thereof from the rent that may then be or thereafter become due hereunder.
- 4.9 If Sublessee/Tenant Agency terminates the Sublease for any reason provided in this Section 4, the portion of any advance sublease payment which is attributed to the period of time after the Sublease has been terminated shall be refunded by Sublessor to Sublessee within thirty (30) days after such termination.

**5. Notices.** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

To the Sublessor at: **Lincoln Police Department  
575 South 10<sup>th</sup> Street  
Lincoln, NE 68508**

To the Sublessee at: **DAS/State Building Division  
Attn: CA-65093964  
P.O. Box 98940  
Lincoln, NE 68509-8940**

**6. Assignment and Subletting.** Sublessee shall not assign this Sublease without the written consent of the Sublessor, which shall not be unreasonably withheld. Any occupant, assignee, or sub-Sublessee must agree to abide by all of the terms and provisions of this Sublease. Sublessor shall not assign this Sublease without the written consent of Sublessee, which shall not be unreasonably withheld.

**7. Inspection.** Sublessee and/or Tenant Agency agree to permit Sublessor and/or its authorized representative to enter the Demised Premises during usual business hours for the purposes of inspecting the same. Sublessee and/or Tenant Agency agree that Sublessor may enter the Demised Premises at any reasonable time for the purpose of making necessary repairs for which Sublessor is responsible or such repairs that are demonstrably necessary for the safety and preservation of the Demised Premises.

**8. Fixtures and Personal Property.** Any trade fixtures, equipment or personal property installed in or attached to the Demised Premises by or at the expense of the Sublessee and/or Tenant Agency, shall be and remain the property of the Sublessee and/or Tenant Agency and Sublessor agrees that Sublessee and/or Tenant Agency shall have the right to remove any or all of its personal property, trade fixtures and equipment. Equipment and other personal property which may have been stored or installed by or at the expense of Sublessor shall be and remain the property of Sublessor. Tenant Agency agrees that it will, at its expense, repair any damage occasioned to the Demised Premises by reason of the removal of its trade fixtures, equipment and other personal property.

**9. Alterations.** Sublessee and Tenant Agency will not permit any alterations or additions to any part of the Demised Premises, except by written consent of Sublessor, which consent shall not be unreasonably withheld. All alterations to the Demised Premises shall remain for the benefit of Sublessor unless otherwise provided in said consent. Notwithstanding the foregoing, Tenant Agency may, with or without consent of Sublessor, make additions, alterations, repairs or décor changes to the Demised Premises of a non-structural nature, provided that upon completion of such alterations and additions, the fair market value of the Demised Premises and rental value thereof will not be less than the fair market value and rental value of the Demised Premises immediately prior to such alterations and additions. Said fair market value and rental value shall be determined by a licensed real estate appraiser, in good standing in the State of Nebraska, mutually agreed to by Sublessee and Sublessor.

**10. Return of Premises.** At the conclusion of this Sublease or any extension thereof, Sublessee shall return the Demised Premises to Sublessor in the same condition as it was received at origination of this Sublease, normal wear and tear or alterations permitted as per Section 9, above, excepted. If at the conclusion of this Sublease or any extension thereof, Sublessor is of the opinion that Tenant Agency is not leaving the Demised Premises in the same condition as it was received, normal wear and tear excepted, then such costs of restoration will be mutually agreed upon between the parties. If the costs cannot be agreed upon, the costs will

be determined by a panel of three (3) persons consisting of Sublessee, Sublessor, and one (1) person selected by mutual consent of the parties.

#### **11. Destruction of Premises.**

- 11.1 If a portion of the Demised Premises or the building is damaged by fire, unavoidable casualty, Act of God, or some other event that renders the Demised Premises unfit ("Event") such that Sublessee is prevented from conducting its business in the premises in a manner reasonably comparable to that conducted immediately before such Event, then Sublessee may terminate this Sublease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Event. The portion of any advance sublease payment which is attributed to the period of time after the Sublease has been terminated in the above manner shall be refunded by Sublessor to Sublessee. If Sublessee does not so timely terminate this Sublease, then Sublessor shall repair the building or the Demised Premises, as the case may be, as provided below, and Rent for the portion of the Premises rendered unusable for Tenant Agency's purposes by the damage or repair shall be abated from the date of damage until the completion of the repair, unless a Tenant Agency caused such damage, in which case, Tenant Agency shall continue to pay Rent without abatement.
- 11.2 Sublessor shall, within fifteen (15) days after such Event, deliver to Sublessee a good faith estimate of the time needed to repair the damage caused by such Event. Sublessor shall be responsible for repairing the same in a timely manner at Sublessor's own expense and the rental payments shall be suspended from the time of the Event until the Demised Premises have been put in substantially the same condition as they existed immediately before such Event.

**12. Repair and Maintenance.** During the sublease term, Sublessor shall maintain the premises including, but not limited to, general landscaping, sidewalks, building entrances and parking areas, the roof, exterior walls, exterior doors, exterior windows and corridors of the building, and the building equipment in good repair and tenantable condition. Sublessor's obligations include, but are not limited to, the maintenance and repair of the plumbing, heating, electrical, air-conditioning and ventilating equipment and fixtures, and consequential damages that result from plumbing, window and roof leaks to the end that all such facilities are kept in good operative condition except in case of damage arising from a willful or negligent act of the Sublessee's and/or Tenant Agency's agent, invitee, or employee. In addition, it is the responsibility of the Sublessor to ensure that the electrical power to the Demised Premises is distributed in such a way to make it convenient to provide reasonably adequate outlets to offices and work stations/areas for general office space purposes; this is in addition to reasonably adequate electrical power required for general lighting and heating, ventilating and air conditioning equipment. Sublessor's obligations shall also include, but are not limited to, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters and air conditioning and ventilating equipment filters.

#### **13. Services and Utilities.**

- 13.1 Tenant Agency shall pay Sublessor an annual installment of **\$1,000.00** towards Utilities and Janitorial Services/Supplies. The installment is payable in advance on the first day of January each year throughout the term of this Sublease. Sublessor shall furnish during the sublease term, at Sublessor's cost, the following services, utilities and supplies:
- 13.1.1 Utilities: All usual and customary utility services for use by Tenant Agency in the Demised Premises and associated building and associated fees shall be the responsibility of the Sublessor. In the event of any outage of utility

services to the Demised Premises, Sublessor shall use its best efforts to restore said utility services promptly.

13.1.2 Janitorial Services/Supplies: Sublessor shall be responsible for all janitorial services and/or supplies for the Demised Premises and associated building.

13.1.3 Parking: Parking stalls are provided, at no cost to Sublessee/Tenant Agency, in lots adjacent to the building and are shared by other tenants of the building.

13.1.4 Other: Sublessor will provide trash removal from, parking lots, building entrances, exits and surrounding sidewalks, lawn care, and interior and exterior pest control. Sublessor is responsible for snow and ice removal of entrances, sidewalks and parking areas within twenty-four hours after cessation of snow, sleet, or icy weather where applicable. It is the Sublessor's responsibility to correct all unsafe conditions relating to freezing and thawing in a timely manner.

13.2 It is the responsibility of Sublessor to ensure adequate entrance facilities are provide by the local communications company for the services required. Sublessor shall provide communication cabling to each desk and/or work station. Each desk and/or work station shall have a telephone and computer network jack provided. Each telephone and computer jack shall be terminated on separate cables, which shall be terminated to separate connecting blocks/patch panels at a common central location. All voice/data cabling will originate from a central communications closet to all requested locations/work stations/offices. Each voice and data faceplate and closet termination point shall be labeled. A copy of the labeling scheme shall be provided to Tenant Agency by the Sublessor.

13.3 Communications installation methods and procedures shall meet the ANSI/TIA/EIA-568-B wiring standards and those set by the Nebraska Office of the Chief Information Officer and shall be performed by qualified personnel in the telecommunications field.

**14. Holding Over.** In the event Sublessee remains in possession of the Demised Premises after the expiration of the sublease term or any extension thereof, this Sublease shall be automatically extended on a month-to-month basis, subject to termination by either party by providing thirty (30) days written notice of termination to the other party, and otherwise on the terms and conditions herein specified. The rent payable during any holdover period shall be the same as the prorated yearly rent payable in the last year prior to expiration unless another amount is mutually agreed upon in writing by Tenant Agency, Sublessee and Sublessor.

#### **15. Compliance With Law.**

15.1 Sublessor shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements and orders of duly constituted public authorities now or hereafter in any manner affecting the Demised Premises, or the use thereof, or the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may be hereinafter enacted involve a change of policy on the part of the governmental body enacting the same.

15.2 The Demised Premises shall meet all current applicable code requirements, including but not limited to fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines.

**16. Liabilities – Limited or Negligent Acts.** Sublessee and/or Tenant Agency shall not be responsible for any liabilities resulting from negligent acts or omissions of the Sublessor, its agents, invitees or employees, and Sublessor will hold the Sublessee and/or Tenant Agency harmless from any damages or injuries caused by the Sublessor, its agents, invitees or employees. Sublessor shall not be responsible for any liabilities resulting from the negligent acts or omissions of Sublessee and/or Tenant Agency, its agents, employees or invitees.

**17. Compliance with Civil Rights Laws and Equal Opportunity Employment.** Sublessor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights and equal opportunity employment. Neither Sublessor nor any subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Sublease, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex, disability or national origin.

**18. Drug Free Workplace.** Sublessor certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Sublessor agrees to provide a copy of its drug free workplace policy at any time upon request by Sublessee.

**19. Insurance.** Sublessor shall provide certification it has obtained all the insurance required hereunder and such insurance shall be approved by the Sublessee. Approval of the insurance by the Sublessee does not relieve or decrease the liability of the Sublessor hereunder. If by the terms of any insurance a mandatory deductible is required, or if Sublessor elects to increase the mandatory deductible amount, Sublessor shall be responsible for payment of the amount of the deductible in the event of a paid claim. This Section 19 shall in no way affect the indemnification, remedy, or warranty provisions set forth in this Agreement or the Sublessee's right of recovery there under.

19.1 Sublessor shall take out and maintain during the life of this Agreement the statutory Workers' Compensation and Employers' Liability Insurance for all of its employees to be engaged in work for Sublessor. Sublessor shall require any subcontractor similarly to provide Workers' Compensation and Employers' Liability Insurance for all of the latter's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is being performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the Sublessee. The amounts of the insurance shall not be less than the limits stated hereinafter.

19.2 Sublessor shall take out and maintain during the life of this Agreement such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect it and any subcontractor performing work covered by this Agreement from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Agreement, whether such operation be by the Sublessor or any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than the limits stated hereinafter.

19.3 The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverages. The policy shall include the Sublessee as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Auto Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

#### 19.4 Insurance Coverage Amounts Required.

##### 19.4.1 Workers' Compensation and Employer's Liability

*Coverage A – Statutory*

*Coverage B –*

<i>Bodily Injury by Accident -</i>	\$100,000 each accident
<i>Bodily Injury by Disease -</i>	\$500,000 policy limit
<i>Bodily Injury by Disease -</i>	\$100,000 each employee

##### 19.4.2 Commercial General Liability

<i>General Aggregate -</i>	\$2,000,000
<i>Products/Completed Operations Aggregate -</i>	\$2,000,000
<i>Personal/Advertising Injury -</i>	\$1,000,000 any one person
<i>Bodily Injury/Property Damage -</i>	\$1,000,000 per occurrence
<i>Fire Damage -</i>	\$50,000 any one fire
<i>Medical Payments -</i>	\$5,000 any one person

##### 19.4.3 Commercial Automobile Liability

<i>Bodily Injury/Property Damage -</i>	\$1,000,000 combined single limit
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##### 19.4.4 Umbrella/Excess Liability

<i>Over primary insurance -</i>	\$1,000,000 per occurrence
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19.5 Sublessor shall furnish the Sublessee with a certificate of insurance coverage, which shall be submitted in duplicate to the Sublessee. These certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the Sublessee is damaged by the failure of Sublessor to maintain such insurance, then the Sublessor shall be responsible for all reasonable costs properly attributable thereto.

**20. Amendments and Binding Effect.** This Sublease may not be amended except by instrument in writing signed by Sublessor and Sublessee. No provision of this Sublease shall be deemed to have been waived by either party unless such waiver is in writing signed by the applicable party and no custom or practice which may evolve between the parties in the administration in the terms hereof shall waive or diminish the right of either party to insist on the performance of the other party in strict accordance with the terms hereof.

**21. Severability.** If any clause or provision of this Sublease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Sublease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Sublease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and unenforceable.

**22. Entire Agreement.** This Sublease constitutes the entire agreement between Sublessor and Sublessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Sublease, no representations, warranties or agreements have been made by Sublessor or Sublessee to the other with respect to this Sublease or the obligations of Sublessor or Sublessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Sublease or any exhibits or amendments hereto.

**SUBLESSEE:**

[Signature]  
Director  
Department of Administrative Services

2-11-09  
Date

[Signature]  
Administrator  
State Building Division

02/09/09  
Date

**SUBLESSOR:**

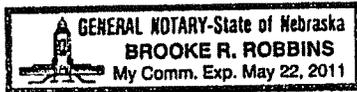
[Signature]  
Authorized Representative  
Lincoln Police Department

Jan 15, 2009  
Date

Federal I.D. Number: 47-6006256

STATE OF NEBRASKA     )  
  )ss  
COUNTY OF LANCASTER    )

On this 15 day of January, 2009, before me, the undersigned Notary Public in and for said County and State, personally appeared James Peschong, of Lincoln Police Department, known to be the identical person herein named and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her voluntary deed and act.



[Signature]  
Notary Public



MEMORANDUM OF UNDERSTANDING

WHEREAS, the Lincoln Police Department (LPD), Lancaster County Sheriff's Office (LSO) and the Nebraska State Patrol (NSP) operate a joint drug task force identified as the Lincoln Lancaster County Narcotics Unit; and,

WHEREAS, the parties are desirous of entering into a lease agreement at the premises known as "The Grand Central Court" located at [REDACTED] in Lincoln, Lancaster County, Nebraska, owned and operated by The 3 Amigos Properties, a Nebraska Limited Liability Company; and,

WHEREAS, the LPD agrees to enter into the above-mentioned rental agreement for approximately 5000 square feet of rental space in exchange for the terms and conditions set forth in the agreement marked as Exhibit A and attached hereto and incorporated herein by reference; and,

WHEREAS, the Lincoln Lancaster county Narcotics Unit will be responsible for annual rent amounting to \$35,116; and,

WHEREAS, the NSP is wishing to contribute to the rental base of the above-described property as part of their contributions to the "Narcotics Unit";

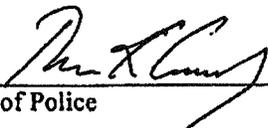
NOW THEREFORE, it is here and after agreed that NSP will supply the following annual rental amount for the following rental year as their contribution to the lease of [REDACTED] location at [REDACTED] in Lincoln, Lancaster County, Nebraska, the premises to be leased by the "Lincoln Lancaster County Narcotics Unit":

November 1, 2008 – October 31, 2009	\$34,100
November 1, 2009 – October 31, 2010	\$34,100
November 1, 2010 – October 31, 2011	\$34,100

Additionally, NSP will pay \$1000 toward utilities and cleaning costs. These fees are to be paid in January to the Lincoln Police Department, who is responsible for the distribution of the funds.



Colonel, Nebraska State Patrol



Chief of Police

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

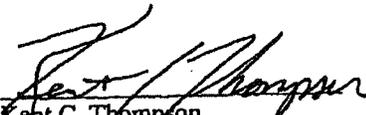
This option to renew is entered into this 14<sup>th</sup> day of May, 2008 by and between **The 3 Amigos Properties, L.L.C.**, (hereinafter the Landlord), whose address for the purpose of this lease is PO Box 6896, Lincoln, NE 68506 and **The Lincoln Police Department** whose address for the purpose of this lease is 575 S. 10<sup>th</sup>, 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.)**

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

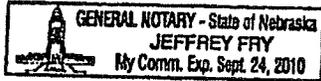
  
Chris Beutler  
Mayor  
City of Lincoln

**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 May 14, 2008.



  
Notary Public



COLDWELL BANKER COMMERCIAL  
THOMPSON REALTY GROUP  
5617 THOMPSON CREEK BLVD., SUITE 7  
LINCOLN, NE 68516  
PO BOX 6896  
LINCOLN, NE 68506  
BUS. (402) 421-7700  
FAX (402) 421-7713  
WWW.CBCTHOMPSON.COM

December 18, 2008

City of Lincoln Police Department  
575 S. 10<sup>th</sup> Street  
Lincoln, NE 68508

To Whom It May Concern:

The 3 Amigos Properties, LLC is the landlord of the property at [REDACTED] in Lincoln, Nebraska. We do grant permission to the City of Lincoln to sublease space at the above mentioned property to the Nebraska State Patrol.

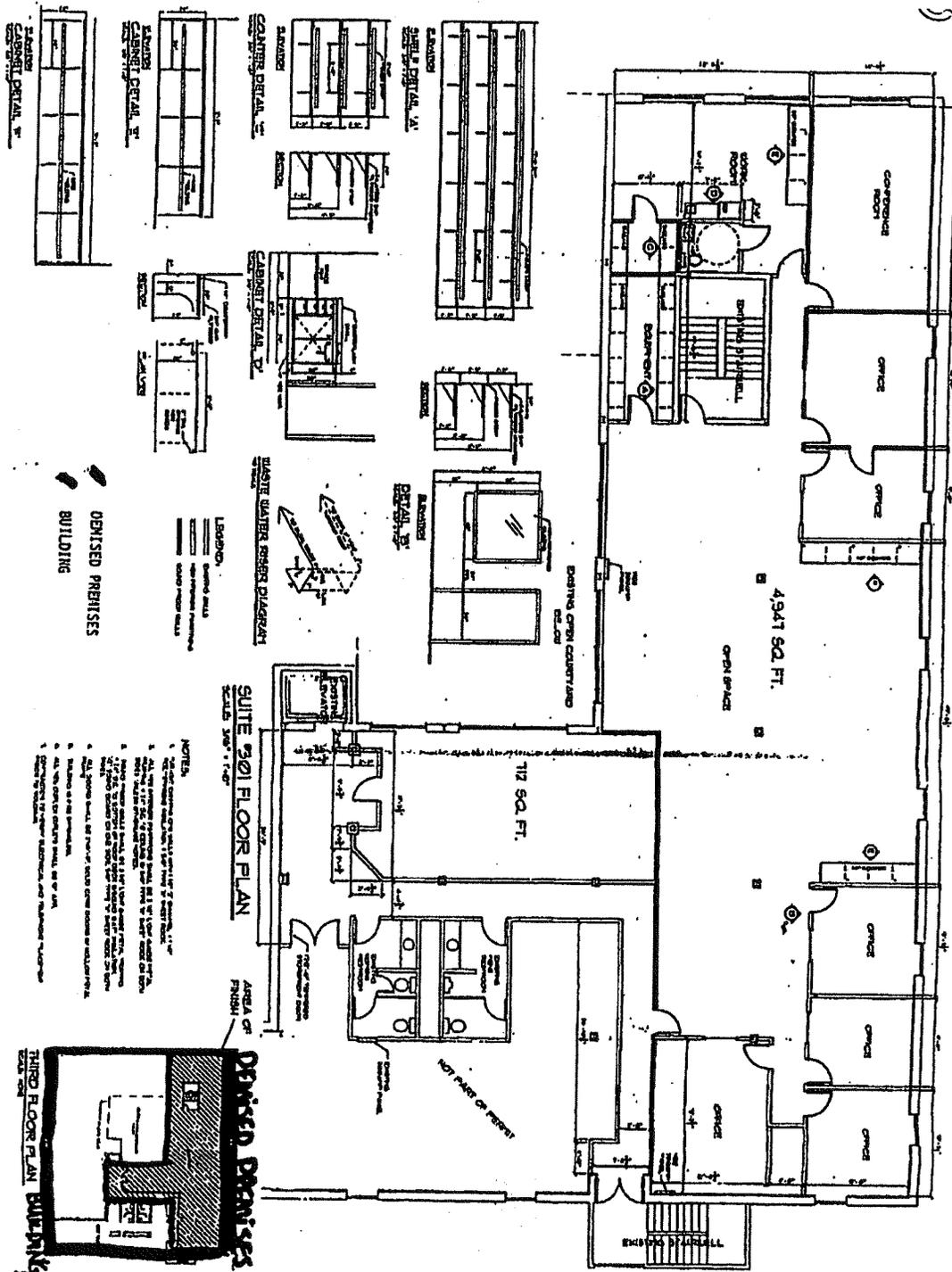
Sincerely,

A handwritten signature in cursive script, appearing to read "Kent C. Thompson".

Kent C. Thompson, President  
Coldwell Banker Commercial  
Thompson Realty Group  
Managers for The 3 Amigos Properties, LLC

cc: Sarah E. McCarter  
DAS/State Building Division  
521 South 14<sup>th</sup> Street, Suite 500  
Lincoln, NE 68508

COPY



- NOTES:**
1. All work to be done in accordance with the contract documents.
  2. All work to be done in accordance with the contract documents.
  3. All work to be done in accordance with the contract documents.
  4. All work to be done in accordance with the contract documents.
  5. All work to be done in accordance with the contract documents.
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  7. All work to be done in accordance with the contract documents.
  8. All work to be done in accordance with the contract documents.
  9. All work to be done in accordance with the contract documents.
  10. All work to be done in accordance with the contract documents.

<p><b>BRIAN D. CASTLES &amp; ASSOCIATES, INC.</b> ARCHITECTS RESIDENTIAL, COMMERCIAL, EDUCATION LANDMARKING</p>	<p>200 MILLING ROAD LINCOLN, NE 68504 PHONE: 402-441-0000 FAX: 402-441-0001</p>	<p><b>SUITE 301</b></p> <p>OFFICE SPACE</p>	<p>615 NORTH DIXIE STREET LINCOLN, NE</p>	<p><b>FLOOR PLAN</b></p> <p>SCALE: 1/8" = 1'-0"</p> <p>DATE: 10/1/00</p>	<p><b>A-1</b></p>
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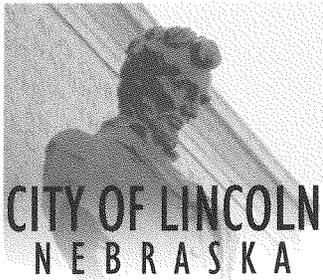


EXHIBIT "F"

Lincoln-Lancaster County  
Personnel Department  
Mark A. Koller, Director

Risk Management & Benefits  
555 South 10th Street  
Third Floor, Room 302  
Lincoln, Nebraska 68508

402-441-7671  
fax: 402-441-6800



MAYOR CHRIS BEUTLER

lincoln.ne.gov

October 26, 2011

Statement Of Self Insurance

Re: General Liability Insurance For Building Use

To Whom It May Concern:

Please be advised that for purposes of providing coverage for general liability exposures resulting from negligent acts, errors or omissions of the City of Lincoln, its officers, agents, employees and volunteers, the City of Lincoln does purchase excess insurance coverage under a policy of insurance but is "self-insured" for a large portion of any loss. After a self insured retention of \$250,000, the City of Lincoln has General Liability insurance with a limit of \$6,000,000 per occurrence.

The City of Lincoln maintains specific funds in its self-insurance reserve and is authorized by statute and charter to levy taxes in amounts sufficient to pay any monetary judgements which might accrue to the City.

Even though the City is responsible for a self-insured retention, it nevertheless recognizes and reaffirms its responsibility to accept liability for damages, and to pay such damages from its own funds, in those instances where insurance would otherwise have provided coverage for the City, and where a properly filed claim is approved by the City Council.

If you have any questions, please feel free to contact me at (402) 441-6009.

Sincerely,

William C. Kostner MBA, ARM-P  
Risk Manager