

**LEASE AGREEMENT
BETWEEN THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
AND
ALFRED BENESCH & COMPANY**

This Lease Agreement ("Lease") is hereby entered this 18th day of November, 2011, by and between the Lincoln-Lancaster County Public Building Commission, a Nebraska interlocal government cooperative, with a principal place of business at 920 O Street, Lincoln, Nebraska 68508 (hereinafter referred to as "Landlord"), and Alfred Benesch & Company, an Illinois corporation, having a principal place of business at 205 N. Michigan Avenue, Suite 2400, Chicago, Illinois 60601 (hereinafter referred to as "Tenant").

RECITALS

1. Tenant owned the former HWS building legally described as Lots 1, 2, 3, 4, 5, and 6, Block 130, Original Lincoln, Lancaster County, Nebraska, commonly known as 825 J Street, Lincoln, Nebraska and hereinafter referred to as "the Premises."
2. Tenant sold the Premises to the Landlord effective as of the date of this Lease and the Landlord agrees to lease the Premises to Tenant for a minimum term of five (5) years.
3. Tenant is in need of facilities to operate as an engineering firm until more permanent arrangements for offices can be procured or constructed.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, Landlord and Tenant agree as follows:

I. LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant leases from Landlord, the Premises, consisting of nineteen thousand six hundred sixty-eight (19,668) square feet of space on the ground floor and five thousand two hundred fifty six (5,256) square feet in the basement or lower level.

II. TERM OF LEASE AND OPTION TO RENEW

The Initial Term of the Lease shall be five (5) years beginning the ____ day of _____, 2011 ("Commencement Date"), and shall continue until midnight on the ____ day of _____, 2016 ("Expiration Date"). Subject to the terms herein, the Tenant shall have two (2) twelve (12) month renewal options at a rental rate as set forth below in Section III, increased by the change in the cumulative Consumer Price Index as published by the United States Department of Commerce over the course of the Initial Term, not to exceed an increase of two percent (2%) per year. Each option shall

be exercisable not less than six (6) months nor more than twelve (12) months prior to expiration of the lease or first renewal by written notice to the Landlord. The option will not be exercisable by the Tenant if written notice is given to the Tenant by the Landlord at least one (1) year in advance of the expiration of the lease that the Landlord intends to take possession of the property for its own use.

III. RENT

As rent hereunder, Tenant agrees to pay Landlord the sum of **Sixteen Thousand Seven Hundred Twenty-Two and 00/100 Dollars (\$16,722.00)** each month as a total for rent on both floors for the Initial Term. The rent shall be paid in the form of a set off or credit against amounts due and owing by the Landlord to the Tenant under a Real Estate Purchase Agreement of even date with this lease and as set forth in said Real Estate Purchase Agreement.

IV. TAXES, UTILITIES, AND OPERATING EXPENSES

A. Property Taxes. The Tenant shall pay all real estate taxes for the Premises and any personal property tax for taxable personal property owned by the Tenant on or in the Premises.

B. Utilities. Tenant shall be responsible for securing delivery of electric, natural gas, water, and sewer services to the Property and shall make timely payments for said utilities.

C. Telephone and Computer Services. Tenant shall be responsible for securing telephone and computer services to the Leased Premises for Tenant's use throughout the term of this Lease. Tenant shall be solely responsible for payment and maintenance of such services at the Leased Premises used by Tenant during the term of this Lease. Tenant shall be allowed to use existing telecommunications hardware installed in or on the Premises for the purpose of maintaining its telephone and computer services.

D. Trash Service. Tenant's shall secure and pay for trash and refuse services provided to the Premises throughout the Term of the Lease.

E. Mail Delivery. Tenant shall make arrangements for mail and package pickups and deliveries to the Tenant at its sole expense.

F. Snow Removal and Lawn Care. Tenant shall provide all necessary snow removal and lawn care/landscaping services for the Property. Tenant agrees to have all sidewalks clear of snow no later than 7 a.m. on any regularly scheduled working day.

G. Parking. Tenant's employees, guests, and customers may park anywhere on the parking lot of the Premises.

V. USE OF LEASED PREMISES

Tenant may use the Leased Premises for an office facility from which to operate lawful activities reasonably associated with its engineering, environmental consulting, and materials testing operations in Lincoln, Nebraska. Tenant shall have access to the Leased Premises 24 hours per day, 7 days per week, including holidays.

Tenant shall not: (i) permit to be done in or about the Leased Premises, anything which is prohibited by or will in any way conflict with any law, statute, ordinance, or governmental rule or regulation which is now in force or which may be enacted or promulgated after the Commencement Date; (ii) do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of the Landlord or any future tenants of the Premises; (iii) use or allow the Premises to be used for any unlawful purpose; and (iv) cause, maintain, or permit any nuisance in or about the Premises or commit or allow to be committed any waste in, on, or about the Premises. Landlord warrants and represents that there are no zoning restrictions or covenants restricting the use of the Premises for the purposes permitted hereunder.

VI. REQUIREMENTS OF LAW

If Tenant applies for any building or other permit to perform approved work or alterations, Tenant, subject to Tenant's right to contest the validity thereof, will promptly comply with all laws, statutes, ordinances, and government rules and regulations related to its specific use of the Premises (as opposed to the general use or occupancy of the Premises) now in force; with the requirements of any board of fire underwriters or other similar body constituted now or after the Commencement Date related to its specific use of the Premises (as opposed to the general use or occupancy of the Premises); and with any directive or occupancy certificate issued pursuant to any law by any public officer or officers, as well as the provisions of all recorded documents affecting the Property, insofar as they related to the condition, use, or occupancy of the Premises, excluding requirements of structural changes or changes outside the Premises unless related exclusively to (a) Tenant's acts; (b) Tenant's specific business (as opposed to the general use of the Premises); (c) Tenant's specific use of the Premises (as opposed to the general use of the Premises); or (d) improvements made to the Premises by or for Tenant's specific use (as opposed to the general use of the Premises). Landlord agrees to comply with and to cause the Property, including the Common Areas to be in compliance at all times with the requirements of all federal, state and municipal statutes, laws, ordinances, codes, orders, rules and regulations.

VII. HAZARDOUS MATERIALS

Tenant shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, stored, used, generated, released into the environment, or disposed of on, in, under, or about the Property, without the prior written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion. Tenant shall comply with all local, state, or federal rules, regulations, statutes, or ordinances concerning use, storage, and disposal of any Hazardous Materials brought onto, used, or stored on the Premises following consent. Upon expiration or sooner termination of this Lease, Tenant covenants to turn over possession of the Premises to the Landlord in a condition that fully complies with all federal, state, and local environmental statutes, laws, rules, and regulations and shall remove, at the Tenant's sole cost and expense, all Hazardous Materials brought upon, stored, used, generated, or released into the environment during ownership of the property by the Tenant or the term of this Lease and still located on the Premises. To the fullest extent permitted by law, each party hereto hereby agrees to indemnify, defend, protect, and hold harmless the other party hereto and its agents, and respective successors and permitted assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses incurred by or assessed against the indemnified party that arise during or after the term hereof directly or indirectly from the presence of Hazardous Materials on, in, or about the Property which is or was caused or permitted by such indemnifying party or its agents, employees, invitees, or contractors during the term hereof. As used in this Lease, the term "Hazardous Materials" shall include any hazardous or toxic materials, substances, or wastes including (a) any materials, substances, or wastes that are toxic, ignitable, corrosive, or reactive and that are regulated by any local governmental authority, any agency of the State of Nebraska, or any agency of the United States Government, (b) petroleum or petroleum-based products, (c) urea formaldehyde foam insulation, (d) polychlorinated biphenyls (PCBs), (e) freon and other chlorofluorocarbons, and (f) asbestos and asbestos-containing materials. In no event shall Hazardous Materials include office supplies.

VIII. EXPIRATION OF LEASE

Upon the Expiration Date or upon termination of the lease for any reason, Tenant will promptly quit and surrender the Premises in the same condition, order and repair, ordinary wear and tear excepted, as existed on the Commencement Date. If Tenant is not then in default beyond all applicable notice and cure periods, Tenant may remove from the Premises, prior to the Termination Date, any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant and not owned by Landlord. Tenant will not remove any trade fixtures or equipment without Landlord's prior written

consent if removal will result in impairing the structural strength of the building. Tenant will fully repair any damage caused by said removal. Anything left on the Premises after the end of the Term will be deemed conclusively to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or any other person and without obligation to account for them; provided, that Landlord provided Tenant written notice of its intent to sell, store, destroy or dispose of such property and Tenant has not removed such property after five (5) days of receipt of such notice. Tenant will pay Landlord for all expenses incurred in connection with removal of such property, including, but not limited to, the cost of repairing any damage to the building or Premises caused by the removal of such property. Tenant's obligation to observe and perform this covenant will survive the expiration or other termination of this Lease.

IX. CONDITION OF THE PREMISES

Tenant agrees that it is familiar with the Premises and that it has thoroughly and completely inspected the Premises and is fully satisfied therewith. Landlord has made no representations or guarantees regarding the condition of the Premises except as set forth herein. By occupying the Premises as of the date of the commencement of this Lease, Tenant agrees that it is taking the Premises in an AS IS condition. Tenant acknowledges that neither Landlord nor its agents or employees have agreed to undertake any alterations or to construct any tenant improvements to the Premises except as expressly provided in this Lease.

X. ASSIGNMENT OR SUBLEASE

Tenant agrees that it shall not assign this lease or sublease the Premises during the term of this Lease without the express written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Landlord agrees to respond to any request by Tenant to sublet the Premises within thirty (30) days of receiving said request. Landlord shall act in good faith and not unreasonably withhold approval to sublease the Premises or assign this lease to another party. Tenant agrees that ten percent (10%) of any rent received as part of a sublease of the Premises above the rent amount for this Lease shall be paid over to the Landlord.

XI. INDEMNIFICATION

To the fullest extent permitted by law, Tenant shall indemnify, defend and hold harmless Landlord, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Lease, 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 to the extent that is caused in whole or in part by the intentional or negligent act or omission of Tenant, or anyone for whose acts any of them may be liable. This section will not require Tenant to indemnify or hold harmless Landlord for any losses, claims, damages, and expenses arising out of or resulting from the negligence of Landlord. Landlord does not waive its governmental immunity by entering into this Lease and fully retains all immunities and defenses provided by law. This section survives any termination of this Lease.

XII. INSURANCE

A. During the term of this Lease, Tenant shall obtain and maintain commercial general liability insurance coverage for the Premises naming and protecting Tenant and Landlord against claims resulting from bodily injury, wrongful death, personal injury, and property damage which may arise from operations in or about the Premises or arising from or connected with the use, conduct, or operation of this Lease by Tenant, its employees, agents, invitees or those directly or indirectly employed by Tenant. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

1. All Acts or Omissions - \$2,000,000 each Occurrence; \$2,000,000 Aggregate; and
2. Bodily Injury/Property Damage - \$2,000,000 each Occurrence; \$2,000,000 Aggregate; and
3. Personal Injury and Medical Expenses - \$2,000,000 each Occurrence; and
4. Contractual Liability - \$2,000,000 each Occurrence; and
5. Products Liability and Completed Operations - \$2,000,000 each Occurrence; and
6. Medical Expenses (any one person) - \$5,000; and
7. Fire Legal Liability (each fire) - \$100,000.

B. The Tenant shall be responsible for property insurance covering such typical risks as fire, hail storm, lightning, tornado, and other perils covered by a standard all-risk endorsement. The Tenant shall have the option of having the Landlord provide the property insurance, with the Tenant reimbursing the Landlord for the cost of such insurance. In the event the Tenant elects to have the Landlord provide the insurance, the Tenant shall also be responsible for up to the first Fifty Thousand Dollars (\$50,000.00) of damages to the property that is due to the negligence, gross negligence, or intentional actions or inactions of the Tenant. Reimbursement to the Landlord shall be through an increase in the rent payment described in Section III. In the event the Tenant elects to provide its own

coverage, then the Tenant shall provide proof of coverage similar to that offered by the Landlord or as otherwise seen in standard property insurance policies. The Tenant shall advise the Landlord in writing of which option is selected. The Tenant may change options during the course of the lease.

C. The following shall be provided and attached to this Lease by the Tenant:

1. A Certificate of Insurance for its General Liability Insurance. Lincoln-Lancaster County Public Building Commission shall be specifically named as an additional insured on the General Liability Insurance policy. A copy of said endorsement listing Landlord as an additional insured should be included with said certificate; and

2. Proof of Workers Compensation Insurance, where appropriate.

D. Tenant is required to provide the Landlord with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Lease. Tenant shall also provide proof to Landlord that Tenant's insurance policy required according to the terms of this Lease contains an endorsement listing Landlord as a Cancellation Notice Recipient.

E. All Commercial General Liability and other property policies maintained by Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that Landlord may carry.

F. Tenant shall have the right to self insure with respect to its insurance obligations. Tenant shall provide Landlord with a letter certifying the amount of self-insurance provided by Tenant for the Premises.

G. Tenant hereby expressly waives any right of recovery against Landlord for any loss, damage or destruction of Tenant's property to the extent that said property is insured under the policies Tenant is required to maintain, notwithstanding that the damage may be due to the negligent acts or omissions of Landlord, Landlord's agents or employees. Landlord hereby expressly waives any right of recovery against Tenant for loss, damage or destruction of Landlord's property to the extent that the Premises is insured under the policies Tenant is required to maintain, except the first Fifty Thousand Dollars (\$50,000.00) of damage to the property that is due to the negligence, gross negligence, or intentional actions or inactions of the Tenant, notwithstanding that the damage may be due to the negligent acts or omissions of Tenant, Tenant's agents or employees. Landlord and Tenant shall place Landlord's and Tenant's respective insurance with companies that will agree to acknowledge, by endorsement to the policies of the insured if necessary, that the insurance will not be invalidated should

the insured waive in writing prior to a loss any or all right of recovery against any party for loss occurring to the property described therein.

H. Landlord and Tenant hereby waive all rights of recovery and causes of action against the other, the other's agents and employees, and all persons claiming through or under the other, relating to loss of business, business interruption or loss of rentals resulting from any damage or destruction to the Premises or any of Tenant's property contained therein, notwithstanding that any such damage or destruction may be due to the negligence of Landlord or Tenant, their respective agents or employees, as the case may be.

XIII. HAZARD INSURANCE

Throughout the Term of this Lease, Tenant shall provide, at Tenant's expense, insurance covering personal property against loss by fire, lightning, and other perils covered by the standard all-risk endorsement, and shall maintain insurance against other hazards an in such amount as is customarily carried by tenants of similar properties.

XIV. CERTAIN INSURANCE RISKS

Tenant will not do or permit to be done any act or thing upon the Property which would (a) jeopardize or be in conflict with fire insurance policies covering the Property, including all fixtures and property in, on, or about the Property, or (b) increase the rate of fire insurance applicable to the Property to an amount higher than it would otherwise be for general office use of the Property, or (c) subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried out upon the Property by Tenant.

XV. DAMAGE AND DESTRUCTION

If the Premises or the building are damaged by fire or other insured casualty, Landlord will give Tenant notice of the time which will be needed to repair such damage, as determined by Landlord in its reasonable discretion, and the election which Landlord has made according to this Section. Such notice will be given before the thirtieth (30th) day (hereinafter referred to as the "notice date") after the fire or other insured casualty.

(a) If the Premises or Property are damaged by fire or other casualty to an extent which may be repaired within one hundred eighty (180) days after the fire or other casualty, Landlord will repair the damage and diligently pursue the completion of such repair. In that event this Lease will continue in full force and effect except that Rent shall be abated on a pro rata basis from the date of the fire or

other insured casualty until the date of the completion of such repairs based on the rentable area of the Premises the use of which Tenant is deprived during the repair period.

(b) If the Premises or the Property are damaged by fire or other casualty to an extent which may not be repaired within one hundred eighty (180) days after the fire or other casualty, then (i) Landlord may terminate this Lease as of the date of such damage by written notice given to Tenant not later than the thirtieth (30th) day after the fire or other casualty, or (ii) Tenant may Terminate this Lease effective with the date of such damage by written notice given to Landlord within ten (10) days after Landlord's delivery of a notice that the repairs cannot be made within such one hundred eighty (180) day period. If neither Landlord nor Tenant so elects to terminate this Lease, Landlord will repair the Property and Premises, including the Landlord's and Tenant's Improvements, and Rent will be abated on a pro rata basis during the repair period based on the rentable area of the portion of the Premises the use of which Tenant is deprived during the repair period.

(c) If the proceeds of insurance are insufficient to pay for the repair of any damage to the Premises or the Property, then Tenant shall be paid the amortized costs (determined on a straight line basis over the original term or renewal term only) for the amount of Tenant Improvements paid for by Tenant and Landlord will have the option to repair such damage or terminate this Lease as of the date of such casualty by written notice to Tenant not later than thirty (30) days following the fire or other casualty.

XVI. TERMINATION FOR BREACH

Either party has the right to terminate this Lease if the other party fails to perform as required in this Lease. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party sixty (60) days written notice.

In the event of a termination of this Lease by Landlord for a breach hereof, Landlord shall on the effective date of such termination pay to Tenant the remaining, unamortized balance of the Purchase Price described in Paragraph 6 of the Real Estate Purchase Agreement between Landlord and Tenant. Upon receipt of such payment, Tenant shall instruct its Trustee named in such Deed of Trust to cause the Deed of Trust to be released by the execution of a Deed of Reconveyance, in recordable form. In the event of a termination of this Lease by Tenant for a breach hereof, the Landlord shall not be required to accelerate the balance of the Purchase Price described in Paragraph 6 of the Real Estate Purchase Agreement between Landlord and Tenant.

XVII. DEFAULT

The following events are referred to collectively as "Events of Default" or individually as an "Event of Default":

(a) Tenant defaults in the due and punctual payment of Rent and any additional charges for utilities provided to the Premises, which rent payment happens automatically as a credit against the Landlord's obligations to Tenant under Section 6 of the Real Estate Purchase Agreement;

(b) This Lease of the Premises or any part of the Premises are taken upon execution or by other process of law directed against the Tenant, or are taken upon or subject to any attachment at the instance of any creditor or claimant against Tenant, and said attachment is not discharged or disposed of within thirty (30) days after its levy;

(c) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved or makes an assignment for the benefit of creditors;

(d) Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of the property of the Tenant, and such proceeding is not dismissed or such receivership or trusteeship vacated within sixty (60) days after such institution or appointment; or

(e) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after written notice from Landlord to Tenant; or if such breach continues for a period of thirty (30) days after written notice from Landlord to Tenant; or if such breach cannot be cured reasonably within thirty (30) days after written notice from Landlord or fails to proceed diligently to cure such breach within a reasonable time period thereafter.

XVIII. LANDLORD'S REMEDIES

If any one or more of the Events of Default set forth in Section XVII occurs, then Landlord has the right, in addition to any other remedies provided by law, to:

(a) Give Tenant written notice of Landlord's intention to terminate this Lease on the earliest date permitted by law or on any later date specified in such notice, in which case Tenant's right of possession of the Premises will cease and this Lease will be terminated, causing the Landlord to make

its balloon payment required by Section XVI above, if the termination is due to a breach by the Landlord; or

(b) Reenter and take possession of the Premises or any part of the Premises without further demand or notice, repossess the same, expel Tenant and those claiming through and under Tenant, and remove effects of both or either, using such force for such purposes as may be necessary without being liable for prosecution, without being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of Rent or other amounts payable under this Lease or as a result of any preceding breach of covenants or conditions; or

(c) Upon prior written notice to Tenant and if such failure is not cured within thirty (30) days of such notice, cure any Event of Default and to charge Tenant for the cost of effecting such cure, including without limitation attorneys' fees and interest on the amount so advanced at the rate of two percent (2.00%) without further demand or notice to cure said Event of Default. The foregoing notwithstanding, Landlord has no obligation to cure any such Event of Default for Tenant.

In the event that Landlord elects to terminate this Lease, regardless of whether the Landlord elects to take possession as provided above, Tenant will pay to Landlord: (i) Unpaid rent and other sums as provided in this Lease, less; (ii) the net proceeds, if any, of any reletting of the Premises after deducting all of Landlord's reasonable expenses in connection with such reletting. Landlord will be entitled to collect such damages from Tenant monthly on the day on which Rent and other amounts would have been payable under this Lease if this Lease had not been terminated.

XIX. LANDLORD'S DEFAULT

In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the nature of Landlord's default, and Landlord will have thirty (30) days following receipt of such notice to cure such alleged default, or, in the event the alleged default cannot reasonably be cured within a thirty (30) day period, to commence action and proceed diligently to cure such alleged default. No default or alleged default of Landlord under this Lease shall be a defense to the performance by Tenant of any of its obligations under this Lease, including, without limitation, Tenant's obligation to pay Rent. In addition to Tenant's rights available at law or equity, in the event that such Landlord's default creates a hazardous condition or interferes with Tenant's business, Tenant may elect to cure such default and set off Rent.

XX. SECURITY OF THE PREMISES

Tenant shall provide and maintain necessary security measures for the Premises specifically including any measures necessary to secure exterior doors of the Premises. Landlord shall provide Tenant's employees with access to the Premises by providing the necessary hardware and authorization to gain entry to the building through the doors to the Premises.

Landlord agrees that Tenant may establish and revise from time to time security measures, including measures required to limit access to the Premises by unauthorized persons subject to the written consent and approval of the Landlord. Any such security measures installed or maintained by the Tenant for the Premises shall be installed and maintained at the sole cost and expense of Tenant. Further, Tenant shall provide Landlord with access to any hardware located on the Property that is associated with any security measures installed by Tenant and affecting the Premises.

XXI. RISK OF LOSS

Except to the extent caused by Landlord's willful misconduct or gross negligence, Tenant agrees that the Landlord is in no way responsible for the property of Tenant or any of its employees, agents, or invitees stored, kept, or maintained on the Premises and in no way assumes liability for any loss of property resulting from fire, theft, pilferage, malicious mischief, or any other happening whatsoever.

XXII. MAINTENANCE OF THE PREMISES

Tenant agrees to maintain the Premises in good order and condition, normal wear and tear excepted. This shall include all necessary cleaning of floors, walls, restroom facilities, ceilings, and light fixtures within the Premises. Landlord shall perform all repairs and maintenance of the building located at Premises related to (including but not limited to) the: structure, exterior doors, roof, HVAC, Fire Alarm System, water mains, electrical risers, plumbing, sewers, lighting, etc. Provided, however, the Tenant shall not be required to pay more than Fifty Thousand and No/100 Dollars (\$50,000.00) during the last year of the Initial Term for any maintenance item of a capital nature.

For purposes of general maintenance and upkeep of the Premises, Tenant will immediately advise Landlord of any damage to the Premises. Subject to the waiver of subrogation and waiver of claims as set forth in Section XII.F. and G., all damage to the Premises or to the fixtures and equipment serving the building generally caused by Tenant, its agents, employees, or invitees, may be repaired, restored, or replaced by Landlord at the expense of Tenant and will be collectible by Landlord. Landlord shall complete all necessary repairs while making reasonable efforts to reduce interference with Tenant conducting business during the course of the necessary maintenance or repairs. Further, Landlord shall

notify Tenant in writing at least seventy-two (72) hours in advance if Landlord intends to perform necessary or routine maintenance on the Property when said maintenance activities will take place within the Premises and may result in interference with Tenant or Tenant's employees conducting business on the Premises. Payments for said damage will be due within ten (10) days after mailing of a statement of the costs associated with said repair incurred by Landlord.

XXIII. ALTERATION OF THE PREMISES

During the Term of this Lease, Tenant will not make or allow to be made any structural alterations, additions, or improvements upon the Premises or any part of the Premises, or attach any fixtures or equipment to the Premises, without first obtaining Landlord's written consent, not to be unreasonably withheld, conditioned or delayed Tenant shall have the right to make non structural alterations that do not adversely affect the structural, mechanical or building systems in or serving the Premises without Landlord's prior written consent. All such alterations, additions, and improvements to the Premises consented to by Landlord and all capital improvements required to be made to the Premises as a result of the nature of Tenant's use of the Premises:

- (a) Will be performed by reputable contractors and subject to conditions specified by Landlord;
- (b) Will be constructed in such as manner as to comply with all federal, state, and local laws and ordinances related to the design and construction of said improvements; and
- (c) Will immediately become Landlord's property and, at the end of the Term, will remain on the Premises without compensation to Tenant.

XXIV. CONSTRUCTION LIENS

Tenant will pay or cause to be paid all costs and charges for work done by Tenant or caused to be done by Tenant, in or to the Premises, and for all materials furnished for or in connection with such work. Except for any work performed by Landlord or its contractors, Tenant will indemnify Landlord against and hold Landlord, the Premises, and the Property free, clear, and harmless from all construction liens and claims of liens, and all other liabilities, liens, claims, and demands on account of such work by or on behalf of Tenant. Nothing contained in this Lease will be deemed the consent or agreement of Landlord to subject Landlord's interest in the building to liability under mechanics', construction, or other lien laws. If Tenant receives notice that a lien has been or is about to be filed against the Premises or the building or any action affecting title to the building has been commenced on account

of work done by or for or materials furnished to or for Tenant, it will immediately give Landlord written notice of such notice.

XXV. SERVICE OF NOTICES

Any formal notices, requests, demands, or other communications required or permitted by this Lease by Landlord to Tenant shall be made in writing to Tenant's representative as follows:

Alfred Benesch & Company
Attn: Al Jambor
825 "J" Street
Lincoln, NE 68508

If to counsel:

Cline, Williams, Wright, Johnson & Oldfather, LLP
Attn: Thomas C. Huston
233 South 13th Street, Suite 1900
Lincoln, NE 68508

Any formal notices, requests, demands, or other communications required or permitted by this Lease by Tenant to Landlord shall be made in writing to Landlord's representative as follows:

Don Killeen- Director
Public Building Commission
920 O Street
Lincoln, NE 68508

If to counsel:

Christopher J. Connolly
Assistant City Attorney
555 South 10th Street, Suite 300
Lincoln, NE 68508

XXVI. AMENDMENT OF LEASE

No amendment, alteration, modification of or addition to this Lease will be valid or binding upon either party unless it is expressed in writing and signed by Landlord and Tenant.

XXVII. CHOICE OF LAW

This Lease is a Nebraska contract, and as such, all of the terms contained herein shall be interpreted according to the law of the State of Nebraska.

XXVIII. REMEDIES CUMULATIVE

All rights and remedies of Landlord and Tenant under this Lease are cumulative and none shall exclude any other rights or remedies allowed by law.

XXIX. ACCESS TO PREMISES

Provided that Landlord provides Tenant reasonable prior notice, Landlord and Landlord's agents shall have the right at all reasonable times to enter the Premises, , to examine said Premises or to make such repairs, decorations, additions, or alterations as may be necessary for the safety, betterment, improvement, and/or preservation thereof, or of the Property; or to show the Premises during the last six (6) months of the Term for rental purposes; or to do any other act that Landlord is permitted to do under this Lease.

XXX. SEVERABILITY

If any provision of this Lease proves to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid, or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

XXXI. ENTIRE AGREEMENT

This Lease, the Exhibits and Addenda, if any, contain the entire agreement between Landlord and Tenant. No promises or representations, except as contained in this Lease, have been made to Tenant respecting the condition or the manner of operating the Premises or the building.

XXXII. CAPTIONS

The captions of the various Sections of this Lease are for convenience only and do not necessarily define, limit, describe, or construe the contents of such Sections.

XXXIII. MISCELLANEOUS

A. No Recording. This Lease shall not be recorded. The foregoing notwithstanding, either party may elect to prepare and execute a Memorandum of Lease to be recorded with the Register of Deeds.

B. Successors and Assigns. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, Landlord's heirs, legal representatives, successors and assigns, and shall be binding upon and inure to the benefit of Tenant, Tenant's successors and those assignees of Tenant who become assignees in accordance with and as permitted by this Lease.

C. Broker. Landlord warrants, which warranty shall survive the execution of this Lease, that no brokerage fee or other compensation is due any real estate broker or other person or entity by reason of this transaction. Tenant warrants, which warranty shall survive the execution of this Lease,

that no broker induced Tenant to enter into this transaction. Landlord and Tenant each agree to indemnify, defend and hold harmless the other from any breach of said warranties.

D. Limitation of Liability. IN NO EVENT SHALL TENANT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM THIS LEASE OR TENANT'S PERFORMANCE OF TENANT'S OBLIGATIONS HEREUNDER. IN ADDITION, IN NO EVENT SHALL LANDLORD BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM THIS LEASE OR LANDLORD'S PERFORMANCE OF LANDLORD'S OBLIGATIONS HEREUNDER.

E. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. Representations and Warranties of Landlord. Landlord makes the following representations and warranties as of the date of execution of this Lease:

(1) Landlord is a duly organized and validly existing political subdivision and municipal corporation in good standing under the laws of the State of Nebraska and has full power and authority, and has obtained all necessary consents, to enter into and perform its obligations under this Lease, and has taken all necessary action to authorize the execution and delivery of this Lease by the persons executing and delivering this Lease on behalf of Landlord.

(2) The execution and delivery of this Lease by Landlord will not result in a breach of the terms or provisions of, or constitute a default (or a condition which, upon notice or lapse of time, or both, would constitute a default) under its organizational documents or any agreement, instrument or obligation by which Landlord is bound, and will not constitute a violation of any Laws, applicable to Landlord.

(3) This Lease is a legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms.

G. Survival. All provisions of this Lease which by their express terms survive termination of this Lease or which by the operation of their terms are intended to be performed, in whole or in part, after termination of this Lease, shall survive any termination of this Lease.

H. Survival of Indemnification Obligations. Unless this Lease specifically provides otherwise, all obligations of indemnification contained in this Lease shall survive the termination or expiration of this Lease.

[SIGNATURE PAGE TO FOLLOW]

