

**SUBLEASE AGREEMENT BETWEEN
THE CITY OF LINCOLN
AND
EXPERIENCE WORKS**

This sublease, made as of the 1st day of October, 2013 by and between the City of Lincoln, Nebraska, a municipal corporation in the State of Nebraska, hereinafter called the Sublessor, and Experience Works with a principle place of business at 4401 Wilson Blvd, Suite 1100, Arlington, VA 22203 hereinafter referred to as Sublessee.

WHEREAS, the Sublessor entered into a Lease Agreement with Southeast Community College, leasing 3,965 square feet of office space at 1111 O Street, Suite 205, Lincoln, Nebraska 68508 and said lease is identified as the "Lease" and Southeast Community College hereinafter may be identified as "Landlord." The Lease is made a part hereof and attached as Exhibit A.

WHEREAS, the Sublessor wishes to sublet to Sublessee a portion of the City's leased area comprising 209.27 square feet, said portion hereinafter referred to as the "Premises."

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants herein set forth, the parties agree as follows:

1. Sublease of Premises. Sublessor does hereby sublease to Sublessee, and, Sublessee does hereby sublease from Sublessor, the Premises, at the rent, and upon the terms, covenants and conditions as hereby provided.
2. Term. The term of this Sublease Agreement shall commence on the 1st day of October, 2013 and shall terminate on the 30th day of September, 2014. It is acknowledged between the Sublessee and Sublessor that tenant improvements are being made to the satisfaction of the City of Lincoln for full functional occupancy and this sublease will be subject to the terms of paragraph 2.2 of the Lease in Exhibit A for terms of the commencement of the sublease agreement. Experience Works may renew the sublease upon providing 30 days written notice to the City of Lincoln, with the consent of the City of Lincoln, for up to three additional one year terms at the rent schedule shown in paragraph 3 for years 2014-2015, 2015-2016 and year 2016-2017 and all other terms of this sublease shall remain the same for said renewal periods.
3. Rent. Annual rent is for 316.74 square feet of subleased office space. The rent schedule is:

Lease Term	Cost Per Square Foot	Monthly Rent	Total Rent
10/1/13-9/30/14	\$12.00	\$316.74	\$3,800.88
10/1/14-9/30/15	\$12.24	\$323.08	\$3,876.90
10/1/15-9/30/16	\$12.48	\$329.41	\$3,952.92
10/1/16-9/30/17	\$12.73	\$336.00	\$4,032.10

Sublessee agrees to pay the Sublessor annual rent in the amount shown above, payable in equal monthly installments as shown above, in advance, commencing on the first day of October, 2013 and continuing monthly thereafter on the first day of each month, the last monthly installment to be due on September 1, 2014. Janitorial and utility services are to be provided and paid by the Landlord, Southeast Community College.

4. Leased Premises. Sublessee's rent payment represents payment for 316.74 square feet as apportioned below:
 - a. Occupied Space. This sublease provides Sublessee with 209.27 square feet of occupied space at Southeast Community College, 1111 O Street, Suite 205, Lincoln, Nebraska, 68508 at the American Job Center.
 - b. Common Space: Common space shall be apportioned according to the percentage of occupied space. The parties agree there is in total 2,620 square feet of occupied space and 1,345 square feet of common space as shown on the office plan submitted as Exhibit B. Sublessee is provided with 7.99% of occupied space. Applying that percentage to the 1,345 square feet of common space, this sublease provides Sublessee with 107.47 square feet of common space.
5. Sublessee shall be responsible for its own telephone and computer services and computer networking services. For regular phone service the Sublessee is responsible for paying the cost of the phone line, hook up fees and service fees. The Sublessee may, at their option, use the City of Lincoln's VOIP phone system and the Sublessee is responsible for reimbursing the City of Lincoln for monthly access to the VOIP system. VOIP access and phone charges will be determined by the City of Lincoln's information systems department. The Sublessee may, at their option and if available, access the City provided computer internet services and shared storage space to allow the Sublessee to print, collaborate and share live documents and files and the Sublessee is responsible for paying their portion of the monthly fee paid by the Sublessor for network access and printing as billed by the Sublessor to the Sublessee. The Sublessee may, at their option, use the copiers provided by the City of Lincoln and the Sublessee is responsible for reimbursing the City on a monthly basis for the per page cost.
6. Maintenance and Alterations. Sublessee shall maintain their subleased occupied premises in a neat and clean condition. Sublessee shall not make any alterations, additions, installations or improvements.
7. Risk of Loss. The Sublessor is not in any way responsible for the property of Sublessee or any of its employees, agents, invitees, kept, stored or maintained on the premises and in no way assumes liability for any loss of property through fire, theft, pilferage, malicious mischief, or any other happening whatsoever.
8. Condition of Premises. Sublessee acknowledges that it has inspected the premises and is fully satisfied therewith. The Sublessor has made no representations or warranties with regard to the premises except as set forth herein.

9. Utilities and Janitorial Services: Sublessee acknowledges that utility services, janitorial services and repair and maintenance services of the property are the responsibility of Southeast Community College as set forth in the terms of the Lease in Exhibit A.
10. Parking Stalls. Sublessee acknowledges that parking stalls are not available to the Sublessee through the sublease or Lease in Exhibit A.
11. Signage. Sublessee acknowledges that the Lease in paragraph 20.4 limits signage to one sign affixed to the entrance of the demised premises in a format as decided by the One Stop Operator and as approved by the Lessor. Sublessee shall not affix any sign to the premises. Interior signs within the American Job Center displaying a Sublessee's logo or name, which are not affixed to the premises, may be allowed in a format as managed and approved by the One Stop Operator, the City of Lincoln.
12. Furniture. Sublessee acknowledges that office furniture has been provided for the Sublessee's use at the City of Lincoln's cost and expense. Said furniture which has been provided by the Sublessor shall be and remain the property of the Sublessor. The Sublessee agrees that it will, at its expense, repair any damage occasioned to the furniture or equipment by the Sublessee, its officers, agents and employees, normal wear and tear excepted.
13. Sublease. Sublessee shall not assign or sublet this sublease.
14. Indemnification. To the fullest extent permitted by law, Sublessee shall indemnify, defend, and Hold Harmless the Sublessor, its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from use of the premises by Sublessee or from failure of Sublessee to keep their Premises in good condition that results in any claim for damage whatsoever, including without limitation, any bodily injury, sickness, disease, death or any injury to or destruction of tangible or intangible property, including any loss of use resulting therefrom, and that are caused in whole or in part by the intentional or negligent act or omission of Sublessee or anyone directly or indirectly employed by Sublessee, or anyone for whose acts any of them may be liable. This section shall not require Sublessee to indemnify or Hold Harmless the Sublessor for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the Sublessor.
15. Insurance. During the term of this agreement, Sublessor shall obtain and maintain insurance coverage naming and protecting the Sublessee and Sublessor against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) 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 agreement whether such operations be by Sublessee or by any subcontractor or anyone directly or indirectly employed by either of them.

Sublessee shall obtain commercial general liability insurance naming and protecting Sublessee, its officials, employees, and volunteers as insureds, against claims for damages. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury and Property Damage	1,000,000 each Occurrence 2,000,000 Aggregate
B. Personal Injury Damage	1,000,000 each Occurrence
C. Contractual Liability	1,000,000 each Occurrence
D. Products Liability and Completed Operations	1,000,000 each Occurrence

All certificates on insurance shall be filed with the City of Lincoln on the standard Accord Certificate of Insurance form showing the specific limits of insurance coverage. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

16. Terms and Conditions of Sublease.

Binding Effect of Lease. The terms of this sublease are in regards to a portion of the premises leased by Sublessor to Sublessee, with such portion subject to the terms and conditions of the attached Lease between the City of Lincoln and Southeast Community College, marked as Exhibit A and incorporated herein by reference. Except as to terms specifically set forth in this Sublease agreement, the Sublessee shall be bound by all of the terms, conditions, covenants and rules and regulations to which Sublessor is bound in its capacity as "Tenant Agency" or "Lessee" under and pursuant to the provisions of the Lease. In the event Sublessee fails to pay any rental when due or fails to keep or perform any other condition or term hereunder, Sublessee shall be subject to the default provisions of the Lease as if it were the "Tenant" or "Lessee" thereunder and Sublessor was the "Landlord" or "Lessor" and Sublessor may avail itself of any and all remedies set forth in the Lease. Sublessee hereby agrees to perform the undertakings of Sublessor (as tenant) under the Lease to the extent the same are applicable to the Premises herein; and to refrain from taking any action or suffering any condition which constitutes a violation of the Lease. It is hereby agreed, however, that Sublessor shall not be in default under this Sublease for failure to perform any work, maintenance, repairs or estimates thereof to the Premises or provide services or utilities which are the responsibility of the Landlord Southeast Community College under the Lease.

17. Termination.

a. The Sublessee shall have the right to terminate this lease upon providing written notice to the City of Lincoln of its intent to terminate which will set forth in said notice the time and date of termination and said notice shall be provided to the City at least 120 days in advance of said termination date. Notwithstanding anything herein to contrary, the Sublessee shall have the right to terminate this agreement if it fails to receive

funding appropriate to continue operation at this location. In such an event, the Sublessee shall give notice to terminate this agreement due to lack of funding at least thirty (30) days before terminating this agreement and such termination shall release the Sublessee from any and all obligations under this agreement. If the governing board of the organization determines that the Sublessee should move to a location outside of the Lincoln area, the Sublessee shall have the right to terminate this agreement and shall give the Sublessor at least thirty (30) days notice before terminating this agreement.

b. The Sublessor shall have the right to cancel this sublease for any reason upon giving 30 days notice of such cancellation in writing to the Sublessee in advance of said termination date.

18. Notices. Any formal notices or communications received by the Sublessor from the Landlord, Southeast Community College will be provided to Sublessee by providing a written copy to the Sublessee's representative located at the American Job Center. Any formal notices or communications by Sublessee to the Sublessor shall be in writing and mailed or personally served upon The City of Lincoln, Attention: Vicki Leech, 1111 O Street, Suite 205, Lincoln, Nebraska, 68508.

19. This Sublease may be amended only by written agreement of both parties.

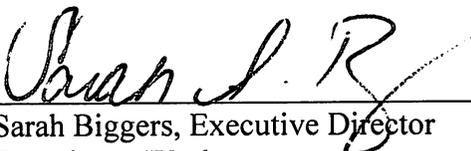
20. Capacity. The undersigned person representing Experience Works does hereby agree and represent that he is legally capable to sign this Agreement.

IN WITNESS WHEREOF, the City of Lincoln, (Sublessor) and Experience Works (Sublessee) have executed this sublease on this _____ day of _____, 2013.

City of Lincoln
555 South 10th Street
Lincoln, Nebraska 68508
SUBLESSOR

Experience Works
4401 Wilson Blvd, Suite 1100
Arlington, VA 22203
SUBLESSEE

BY _____
Chris Beutler, Mayor of Lincoln

BY 
Sarah Biggers, Executive Director
Experience Works

All parties acknowledge that the above signature on behalf of the City of Lincoln is conditional upon the approval of the Lincoln City Council of Lincoln, Nebraska.