

OPERATIONS AGREEMENT

This Operations Agreement (“Agreement”) is made by and between City of Lincoln, a municipal corporation, and its successors and assigns (hereinafter “City”), and the Board of Regents of the University of Nebraska, a public body corporate and governing body of University of Nebraska-Lincoln, and its successors and assigns (hereinafter “University”).

WHEREAS, City is the owner of real property located at West Haymarket Addition, Block 1, Lot 1 in Lincoln, Lancaster County, Nebraska (the “Property”); and

WHEREAS, University desires a suitable site to construct an ice center; and

WHEREAS, such a facility would be beneficial to the City of Lincoln by offering more opportunities for youth and adult hockey leagues and other events or activities the public could enjoy; and

WHEREAS, such a facility would be beneficial to the University community by offering more opportunities for recreational, instructional, and club activities; and

WHEREAS, University and City have negotiated Real Estate Purchase Agreement for sale of the Property to University (the “Purchase Agreement”), which is subject to the terms and conditions set forth herein; and

WHEREAS, after purchase of the Property, University intends to construct and operate the John A. Breslow Ice Hockey Center, together with other related facilities (“Breslow Center”); and

WHEREAS, under the terms of the sale, University and City have agreed to additional considerations for the operation of the Breslow Center, which terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth herein, it is agreed by and between the parties as follows:

1. **Use.** City and University acknowledge and agree that University intends to construct a building (“Building”) and other improvements on, under, and over the Property for operating an indoor and/or outdoor ice center(s) previously described as the Breslow Center. University agrees that it is familiar with the zoning of the Property and that its use of the Property will comply therewith.

2. **Construction of Improvements.**

A. **Improvements as Partial Consideration.** University shall design, construct, operate, and maintain the Breslow Center.

B. Construction Work. The University will follow current University policies, procedures and design guidelines with respect to its internal review and approval of the plans and specifications for the Building. During the final design phase (when drawings are between 60% and 90% complete), the University will present design drawings to the Mayor, and the Mayor will have the ability to provide input on the exterior design; provided, however, all design decisions shall be made by the University. The intermediate design drawings to date are attached to this Agreement and incorporated herein by this reference. The cost of the Breslow Center project shall be approximately Eleven Million Dollars (\$11,000,000.00), which shall include an approximately Fifty-Three Thousand (53,000) square foot Building, with one sheet of ice. If project costs are less than Eleven Million Dollars (\$11,000,000.00), project cost savings up to Eleven Million Dollars shall be utilized toward project alternatives in consultation with the City. University shall provide City with written confirmation of sufficient financing or funding for construction work prior to commencement. University shall be solely responsible for the construction of the Building and any other improvements to the Property and all other costs and expenses associated therewith, subject to the contributions of City as set forth herein and in the Purchase Agreement. The construction work shall be performed in accordance with all applicable legal requirements. Any contractor performing the work shall be adequately bonded and insured. The construction work shall also be performed in a good and workmanlike manner and in accordance with good construction practices. After completion of the construction of the Breslow Center, University shall have the right to construct additional improvements to the Property and to make all alterations or additions thereto and to remove, remodel, demolish, and rebuild the same, subject to the conditions herein. The cost of all improvements or additions shall be paid by University.

C. Sales Tax. University shall be solely responsible for any sales tax, if any, during the construction of the Building and any improvements to the Property, subject to whatever exemptions that may apply.

D. Preparation of Site. Prior to construction, City shall cooperate with University, its successors, agents, contractors, and assigns in its efforts to have the Property platted as a buildable lot and zoned as appropriate. University shall prepare a pad ready site for the Building as designed for one sheet of ice that will be graded and filled one foot above the 500 year flood plain. City shall reimburse University of Nebraska Foundation and/or the University for any costs for preparation of the Property, which amount shall not exceed Two Hundred Thousand Dollars and no/100 Dollars (\$200,000.00). Reimbursement shall be made after submission of invoices or construction bids documenting the work done or to be done. Any additional pad site preparation for expansion of the Building or improvements on the Property for a second sheet of ice shall be at University's expense, including demolition of the concrete parking area, fill in of additional area according to the applicable laws and regulations, and any additional work to meet all applicable environmental regulations, if any. University will take care to adhere to all regulatory requirements regarding management of soils and dewatering to Salt Creek during construction.

3. Operation of Ice Skating Facilities on Property.

A. Public Use. The Property shall be used primarily by University for the construction, development, and operation of the Breslow Center and secondarily for any other lawful purpose allowed by then current zoning. City acknowledges that the operation of the Breslow Center is in the public interest of the City and the health, safety, morals and welfare of its residents and in accordance with the public purposes and provisions of applicable laws. At

least for the first fifteen (15) years of operation of the Breslow Center, certain hours of operation shall be open to the public for open ice skating by the public ("Open Skating") and additional hours for use by municipal or community sporting leagues or groups outside the University and not open to the general public ("Community Rental") which may include use for ice hockey, figure skating, and other activities. The term "Rentable Hour" as used in this Agreement shall be defined as a full sixty (60) minute time period of usable time on the ice. The term "Available Hours" as used in this Agreement shall be defined as the number of hours the Breslow Center is open, less the time for setup and breakdown, ice cuts and other day to day ice maintenance activities as the Breslow Center manager deems necessary, in the manager's sole discretion. The Breslow Center may be closed for (1) regular maintenance to the ice for up to two weeks per year, (2) for such other times as the parties agree to in writing, (3) and for repairs and/or replacements as necessary. During the first fifteen (15) years of operation, the parties agree to meet at a minimum on an annual basis to discuss operational concerns and the allocation of skating hours and fees, including any concerns raised by members of the public on use. On or before the end of the fourth year of operation of the Breslow Center, the parties agree to meet to evaluate if a second sheet of ice is feasible based on demand.

B. Open Skating. During the first fifteen (15) years the Breslow Center is open, University shall offer Open Skating at a minimum amount of sixteen (16) Rentable Hours of the Available Hours each month year-round; provided, however, the parties may agree to a lesser number of Rentable Hours based on demand.

C. Community Rental. During the first fifteen (15) years the Breslow Center is open, University shall offer Community Rental for a minimum of fifty percent (50%) of the In Season Prime Time Available Hours. Prime Time Available Hours as used in this Agreement shall be defined as the Available Hours between 4:00 p.m. to 9:30 p.m. Monday through Thursday and between 7:00 a.m. to 9:00 p.m. Saturday through Sunday for the period from September 1 through April 30 each year. Additional Community Rental time may be provided as demand allows. However, the parties may agree to a lesser number of Rentable Hours based on demand.

D. Standards for Operation. University shall be responsible for all operations of the Breslow Center year-round. University shall employ a person or persons, or a professional ice rink management company, duly qualified and experienced to operate the Breslow Center. University shall, at its own expense, furnish all materials, supplies and assistance required in the operation of the Breslow Center, including any maintenance, repairs and utilities as outlined in this Agreement. University shall pay as the same shall become due and prior to delinquency each and every lawful cost, expense and obligation of every kind and nature, foreseen or unforeseen, by reason of its interest in and operation of the Breslow Center. City shall have no obligation for ongoing operation and maintenance of the Breslow Center, subject to City's contribution to operating deficits as set forth in paragraph 3(D) hereof. University may provide alcohol sales at the Breslow Center through University's approved concessionaire. It is understood and agreed that the Breslow Center shall be operated in accordance with operational standards established by the industry.

E. Intangible Rights. Without exception, University shall obtain and pay for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to the University's operation of the Breslow Center, including any required performance licenses. To the extent allowed by law, University shall defend, indemnify, protect and hold harmless City, its officers, employees, and agents against

any and all claims for infringement of any patent, copyright, trademark, or other intangible related to operation or use.

F. Initial Operating Deficit. City shall contribute up to one-half (1/2) of the operating deficit for the first five (5) years of operation of the Breslow Center after it is open up to Forty Thousand and no/100 Dollars (\$40,000.00) per fiscal year only after review of the Breslow Center's operating statements documenting such deficit. City's obligation for each year shall in no event exceed Forty Thousand and no/100 Dollars (\$40,000.00) per fiscal year. No amount of the yearly payment toward the deficit may be carried over to subsequent years. City and University shall confer and approve what line items shall be included in the operating budget and statements per fiscal year prior to the opening of the Breslow Center. The Breslow Center shall be treated as a separate business unit by University and all revenues accrued and expenses incurred thereof shall be maintained accordingly by University or the manager of the Breslow Center. City shall at all reasonable times, and upon ten (10) business days' prior written notice, be permitted to inspect the financial records of University or its agents as they pertain to the operation of the Breslow Center, as also provided herein. At the end of the first five (5) years of operation of the Breslow Center, City is no longer obligated to share any deficit in operations and University shall have the exclusive right to make all operational decisions with respect to the Breslow Center, including setting the fees for use of the Breslow Center, except as otherwise expressly provided herein.

G. Ongoing Operating Deficit. Notwithstanding any other provision of this Agreement, if during the first five (5) years of operation of the Breslow Center the operating deficit exceeds Eighty Thousand and No/100 Dollars (\$80,000.00) in any fiscal year, University and the City shall meet to consult on the need to make immediate adjustments in hours and/or fees for Open Skating and/or Community Rental.

At any time after the first five (5) years of operation of the Breslow Center an operating deficit exists, the University reserves the right, at its sole discretion, to adjust the hours and fees associated with Open Skating and/or Community Rental in order to avoid such deficit. Any adjustment in Open Skating and/or Community Rental hours or fees made by the University under this subsection shall be reasonably related to eliminating or reducing the operating deficit.

In exercising its authority under this subsection, the University shall consult with the City to explore other ways to control the deficit without limiting public or community access to the Breslow Center.

If adjustments in hours or fees of Open Skating and/or Community Rental cannot entirely eliminate the deficit, the cost to the University of covering the deficit shall be deemed payment to the Breslow Center for additional ice time for University use.

Despite the occurrence of this deficit, and any subsequent adjustments to the hours of operations or fees, the Breslow Center shall continue to provide hours to the community for Open Skating and Community Rental for the first fifteen (15) years of operation and may only be closed for regular maintenance to the ice for up to two weeks per year, for repairs and/or replacements as necessary, and for such other times as the parties agree to in writing.

4. Fees. Initial fees for public use of the Breslow Center, including Open Skating, Community Rental, and cost of skate rental, shall be prepared by University and submitted to the Mayor for review and written approval thirty (30) days prior to the opening of the Breslow Center to the public, which shall not be unreasonably withheld. The Mayor shall approve or deny the proposed fees thirty (30) days after receipt of the proposed initial fees or forfeit any right of approval for said fees, which approval should not be unreasonably withheld. Any subsequent fee

increases for the first five (5) years of operation shall be established and approved in the same manner, with the understanding that fees may be increased to cover reasonable expenses. A schedule of all fees shall be kept posted at all times in a conspicuous place in the Building. During the first five (5) years of operation, the parties agree to meet at a minimum on an annual basis to discuss operational concerns and the allocation of skating hours and fees. The parties agree that the Breslow Center shall provide Open Skating and Community Rental to the public at competitive rates consistent with those charged at similar facilities in the region.

5. **City Events.**

A. **City Events Defined.** City will have use of the Breslow Center without paying a rent charge for up to three (3) City Events per calendar year. City shall coordinate and negotiate with University for use of the Breslow Center for additional City Events with reasonable compensation each year as necessary, which use shall not be unreasonably withheld. City Events are defined as any events at the Breslow Center that are co-sponsored or operated by the City and shall not exceed five (5) hours in length at one time.

B. **Scheduling of City Events.** Because of long-term nature of event scheduling, the scheduling of City Events are subject to the previously scheduled events by University or its operator and will be scheduled on open dates on a first-come first-served basis. Such use shall be restricted to dates the Breslow Center is not scheduled or being prepared for another event at the time of the reservation of the City Event.

C. **Costs and Expenses.** For any use of the Breslow Center for a City Event, City shall pay to University the direct costs and expenses incurred or paid by or on behalf of University to provide services beyond those provided for typical University use as requested by City in advance of such City Events, such as janitorial, police, traffic control, fire prevention, directional signage, and other similar services. Such costs and expenses to be paid by City shall not exceed the lowest rates customarily charged for other Breslow Center users for similar events. City, at its own cost and expense, shall employ all other support staff needed by City in order to hold a City Event. To the extent concessions are desired for a City Event, the City shall use University's concessionaire and shall not operate or permit others to operate concessions during City Events at the Breslow Center. For any City Event, City will be liable and responsible for the cleanup and repairs to the Breslow Center. City will pay to University the direct cost without any profit for the University to provide clean up to the extent requested in advance. In the event City does not request in advance University to provide clean up and City fails to clean up the Breslow Center after a City Event, then University will clean up the Breslow Center and charge City for the cleanup expense, and City will reimburse University within thirty (30) days of being billed. In the event the Breslow Center is damaged or is need of repair because of a City Event, then University will make the repair and charge the City for the reasonable and actual repair expense and City will reimburse University within thirty (30) days of being billed.

D. **Responsibilities of Parties.** City shall hold University harmless from and defend University from and against any and all claims arising out of City Events, except for the negligence or intentional misconduct of University in carrying out its City Event management and cleanup and repair responsibilities described herein. University may establish lawful and reasonable rules and regulations for events held or occurring at the Breslow Center. Upon adoption of such rules and regulations, and any amendments thereto, University shall provide City a copy and City shall observe faithfully the rules and regulations and such other and further

lawful and reasonable rules and regulations as University may from time to time adopt for all City Events.

6. **Insurance.**

A. **Property Insurance.** University shall obtain and maintain Commercial Property Insurance that covers the Breslow Center, including the Building's fixtures and equipment. The University will provide, or require its contractor to provide, builder's risk insurance during construction. The University may self-insure.

B. **Liability Insurance.** As of the date of the execution of this Agreement, the University is self-insured pursuant to the University of Nebraska Self-Insurance Program (the "Program"). Subject to the terms, conditions, exclusions and limits of the Statement of Self-Insurance Coverage contained in the Program, the Program shall pay on behalf of the University during any of its fiscal years all sums for which University shall become legally obligated to pay as damages for liability occurrences, up to the limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year.

C. Upon the written request of City, University shall provide City with a copy of the University of Nebraska Self-Insurance Trust Fund Program Statement ("Statement") evidencing self-insurance coverage. A copy of this Statement shall be provided to the City upon written request therefor. City shall be treated as an additional insured as if University possessed General Liability Insurance.

7. **Expenses.**

A. **Maintenance and Repair.** University shall pay all expenses of every kind and nature whatsoever attributable to the Breslow Center and Property including, but not limited to the following: all repairs to and maintenance of the Breslow Center, the Building and all improvements and systems placed on the Property by University.

B. **Utilities.** University shall pay all utility charges, including gas, electricity, telephone, garbage removal, cable and other services supplied to the Property which are separately metered or billed, including any connection charges associated therewith.

8. **No Joint Venture.** Except as otherwise provided herein, University has sole and exclusive charge and control of the manner and means of operating the Breslow Center. Nothing in this Agreement shall be interpreted as creating a partnership, joint venture or relationship of principal and agent between the parties. The parties agree that each of them is acting on its own behalf and not as an employee, joint venturer or partner of the other. Each party is interested only in the results obtained from this Agreement and each party shall be in exclusive charge and control of its own performance according to its own means and methods. Neither party shall be deemed an agent or representative of the other and neither party has permission or authority to bind or commit the other party to any agreements or other obligations.

9. **Condition of the Property.** By purchasing the Property, University accepts the Property in its then current "as is" condition. City is not responsible to make any improvements to the Property unless agreed to in writing by the parties. University shall, at all times, keep the Breslow Center in good repair and shall also keep the same in a clean, sanitary and safe condition and in compliance with all applicable building, fire, life safety, accessibility codes and regulations and all applicable health, safety and police regulations in force. University shall be

responsible for all landscaping, snow removal, irrigation, mowing, and other upkeep of the grounds of the entire Property.

10. **Requirements of Law.** University shall, at its expense, observe and comply with all applicable present and future laws, ordinances, requirements, orders, directions, codes, rules and regulations of all governmental authorities having jurisdiction over the Property, including, but not limited to zoning, parking, the federal Occupational Safety and Health Act, the Americans with Disabilities Act, City and federal flood regulations, or other applicable federal, state and local requirements pertaining to University's use of the Property and Breslow Center, whether the same are in force at the commencement of this Agreement or may in the future be passed, enacted or directed. University shall also procure each and every permit, license, certificate or other authorization required in connection with the lawful and proper construction and use of the Property, the Building, and any improvements or appurtenance or any part thereof, as now or hereafter constituted. To the extent allowed by law, the University shall defend, indemnify, protect and hold harmless City and all the officers, employees and agents of City against any and all claims, demands, losses, actions or causes of action of whatsoever kind, arising or resulting from the University's failure to comply with and fulfill the requirements of the Americans with Disabilities Act.

11. **Indemnification.** To the greatest extent permitted by law, each party shall release, indemnify, save, hold harmless and defend the other party from and against any and all claims, liabilities, damages, losses and expenses, fines, penalties, costs, liens, suits, demands, and expenses, including but not limited to attorney's fees, arising out of or resulting from this Agreement or to any person or property in or about the Property 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 that is caused in whole or in part by the intentional or negligent act or omission of the indemnifying party, its employees, agents, contractors, subcontractors, or other duly authorized representatives or designees, or anyone for whose acts any of them may be liable. City shall not be liable to University, its agent, employees, representatives, customers, or invitees for any personal injury, death or damage including consequential damages to property caused by theft, burglary, water, gas, electricity, fire, paint fumes or for any other cause occurring on or about the Property, unless caused in whole or in part by the intentional or negligent act or omission of City. All property kept, stored, or maintained on the Property shall be so kept, stored, or maintained at the sole risk of the University. The parties do not waive their governmental immunity by entering into this Agreement and fully retain all immunities and defenses provided by law. This paragraph survives any termination of this Agreement. Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

12. **Default, Waiver.** In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default if such failure continues for fourteen (14) days after the non-complying party receives written notice specifying the nature thereof; provided, however, in the event such failure cannot, in the exercise of reasonable diligence, reasonably be cured within such fourteen (14) day period, such failure shall not be considered a default, provided the non-complying party commences the cure within the fourteen (14) day period and continues to exercise reasonable diligence to complete the cure. If any

default under this Agreement shall occur and the defaulting party fails to cure the same within the expected curative time period herein provided, the other party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any party in exercising any remedies or power accruing upon any event of default custom or practice of the parties which varies from the terms of this Agreement shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein. No right or remedy given in this Agreement to City or University is intended to be exclusive of any other right or remedy hereof provided by law. Each right and each remedy shall be cumulative and in addition to every other right or remedy given in this Agreement or now or hereafter existing at law or in equity or by statute.

13. **Sign Criteria.** University shall submit to City for its review and comment all of University's permanent signage proposed to be erected, placed, or maintained by University on the exterior of the Building. The parties acknowledge and agree that University will install permanent signage of a Nebraska "N" on the outside of the Breslow Center. The City may propose signage of the City's logo for written approval by University.

14. **Fair Employment and Treatment.** University and anyone acting by virtue of this Agreement shall not discriminate against any employee (or applicant for employment) with respect to hire, tenure, compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and Neb. Rev. Stat. § 48-1122, as amended, nor shall University or anyone else, in conducting the business covered by this Agreement, discriminate against any patrons of said business or against anyone else, because of such person's race, color, religion, sex, national origin, ancestry, disability or creed.

15. **Assignment.** In the case of the assignment of this Agreement by either of the parties, prompt notice shall be given to the other party, who shall at the time of such notice be furnished with a duplicate of such assignment by such assignors. Any such assignment shall not terminate the liability of the assignor to perform, unless a specific release in writing is given and signed by the other party to this Agreement.

16. **Severability.** If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

17. **Further Assurances.** Each party will, whenever it shall be reasonably requested to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged or delivered, any and all such further conveyances, confirmation, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each of the parties shall cooperate in good faith with the other and shall do any and all other acts and execute, acknowledge and deliver any and all

documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

18. **Interpretations.** Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

19. **Construction.** Whenever used herein, including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

20. **Entire Agreement.** This Agreement and the Purchase Agreement contain the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered except in writing and consented to by all parties.

21. **Notice and Demands.** Notice, demand or other communication to the City or the University required or appropriate under this Agreement shall be in writing, sent by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) registered or certified United States mail, postage prepaid, or (d) prepaid fax if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

- | | |
|-----------------------|--|
| If to the City: | Mayor
555 South 10 th Street
Lincoln, NE 68508
Fax: (402) 441-7120 |
| With a copy to: | City Attorney
555 South 10 th Street
Lincoln, NE 68508
Fax: (402) 441-8812 |
| If to the University: | The University of Nebraska-Lincoln
Office of Business and Finance
307 Canfield Administration
Lincoln, NE 68588-0425
Fax: (402) 472-7963 |
| With a copy to: | University General Counsel
3835 Holdrege Street, Suite 201
Lincoln, NE 68583-0745
Fax: (402) 472-2038 |

22. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

23. **Governing Law.** All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

24. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

25. **Employment Status.** City and University agree that all individuals involved in the design, construction and operation of the Breslow Center must be verified using the federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.

26. **Delegation of Authority.** The Mayor (or his designee) is authorized on behalf of the City and the University President (or his designee) is authorized on behalf of the University to take all necessary or reasonable actions to implement and close the transaction and agreements contained herein and to make any reasonable amendments hereto.

[The remainder of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

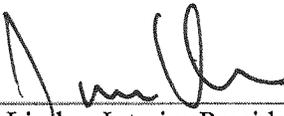
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014 by Chris Beutler, the Mayor of the City of Lincoln, on behalf of the City.

(S E A L)

Notary Public

BOARD OF REGENTS OF UNIVERSITY OF NEBRASKA



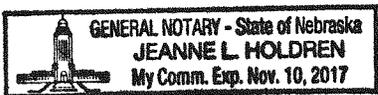
James Linder, Interim President

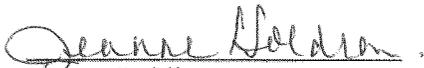
Attest: 
Carmen K. Maurer, Corporation Secretary

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged by me this 30 day of May, 2014 by James Linder, Interim President, and Carmen K. Maurer, Corporation Secretary, of the Board of Regents of the University of Nebraska on behalf of the University.

(S E A L)




Notary Public