

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of August 23, 2013, by and between Omaha Economic Development Corporation, a Nebraska nonprofit corporation, located at 2221 North 24th Street, Omaha, Nebraska 68110 ("Lessor"), and the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision, located at 6818 Grover Street, Suite 304, Omaha, Nebraska 68106 ("Lessee").

WITNESSETH:

WHEREAS, Lessee issued a Request for Proposal, dated March 25, 2013, all as set forth on Exhibit "A" attached hereto and incorporated herein by this reference (the "RFP"), whereby Lessee sought proposals from developers and/or landlords to procure certain lease space for Lessee's use;

WHEREAS, in response to the RFP, Lessor submitted a Development Proposal for Lessee, dated June 6, 2013 (the "Proposal"), whereby Lessor offered to construct a building and related improvements (collectively, the "Improvements") for Lessee on certain real estate owned by Lessor consisting of approximately 2.7 acres and located at the southwest corner of the intersection of North 24th Street and Franklin Street in Omaha, Nebraska (the "Real Estate");

WHEREAS, after reviewing the proposals received in response to Lessor's RFP, Lessee entered into negotiations with Lessor to construct the Improvements on the Real Estate as further described in the RFP; and

WHEREAS, Lessor has agreed to construct the Improvements on the Real Estate in accordance with the terms of the RFP and this Lease, and Lessee has agreed to lease the Improvements and Real Estate (collectively, the "Premises") from Lessor in accordance with the terms of this Lease.

NOW, THEREFORE, in consideration of the foregoing facts, the terms and conditions hereof, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Development of Plans and Specifications; Construction of Improvements; Lease of Premises.

1.1. Development of Plans and Specification. In order to finalize the plans and specifications necessary to construct the Improvements as desired by Lessee under the terms of the RFP, Lessor and Lessee hereby agree that:

(a) Within seven (7) weeks after entering into this Lease, Lessee's consultant, RDG Planning & Design ("Lessee's Consultant"), shall produce schematic design drawings ("Schematic Design") and provide the same to Lessor, Lessee and the Contractor (as defined in Section 1.1(e) below) for review. During the first three (3) weeks of this process, Lessee's Consultant shall produce a site plan ("Site Plan") and provide the same to Lessor for review and approval.

(b) Within six (6) weeks after Schematic Design, Lessee's Consultant shall produce design development drawings ("Design Development") and provide the same to Lessor, Lessee and the Contractor for review.

(c) Contractor shall take the Schematic Design and Design Development drawings, as applicable, out for bidding and negotiation, whereby Contractor shall use best efforts to receive bids back on the Design Development drawings within three (3) weeks after the Design Development drawings are complete. After receiving bids for construction of the Improvements in accordance with Schematic Design and Design Development drawings, Contractor shall provide Lessor and Lessee with a guaranteed maximum price ("GMP") to construct the Improvements. Lessor shall have ten (10) business days after receipt of the GMP in which to deliver to Lessee written notice of Lessor's termination of this Lease in the event Lessor is unable to secure suitable financing (as determined in Lessor's sole discretion) for construction of the Improvements.

(d) Within five (5) weeks after the Design Development, Lessee's Consultant shall produce construction documents ("Construction Documents") and provide the same to Lessor, Lessee and the Contractor for review and comments. In the event that Contractor determines there are any material differences between the Design Development drawings and the Construction Documents which would impact bids, the parties shall confirm whether any such pricing differences will fit within the contingency amount shown by Contractor in the GMP.

(e) Within ten (10) days after the execution of this Lease, Lessor will contract with Lund-Ross Constructors, Inc. (the "Contractor") to construct the Improvements; provided, however, the pricing and construction obligations under such construction contract (the "Construction Contract") shall be finalized after (and in accordance with) the Construction Documents are complete at a cost not to exceed the GMP. The Construction Contract shall be a cost-plus with fixed percentage fee construction contract, and shall be subject to Lessee's review and prior written approval. Lessee's Consultant shall be solely responsible for all design for the Improvements through the phases of Schematic Design, Design Development and Construction Documents as described above in this Section 1.1, along with any drawings based upon changes to the Construction Documents (if any) during the construction of the Improvements. Additionally, Lessee's Consultant shall be responsible for producing civil engineering and design drawings in accordance with the agreed upon Site Plan.

1.2. Construction of Improvements. Except for Lessee's Contribution (as described in Section 20.1(d) below), Lessor shall, at its sole cost and expense, construct the Improvements consisting of an approximately 20,000 square foot elementary learning center, including surface parking areas, curbs, drives, sidewalks, landscaping, signage, and other attendant amenities and improvements (collectively, the "Lessor's Work"), all pursuant to and in accordance with the specifications set forth in the RFP as finalized and developed in the Construction Documents and any additional plans and specifications mutually agreed upon between Lessor and Lessee (collectively, the "Plans and Specifications"). In connection with the construction of the Improvements, Lessor covenants with Lessee as follows:

(a) Lessor shall cause the Improvements to be constructed in accordance with the Plans and Specifications, good building practices, and all applicable laws, ordinances, rules, regulations and governmental and private restrictions. All materials and equipment used in connection with construction of the Improvements shall be new and of good quality and all work and labor shall be performed in a workmanlike manner and free from defect.

(b) Lessor shall use its best efforts to cause the Improvements to be constructed within the timeline set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

(c) Lessor shall use commercially reasonable efforts to obtain from Contractor, all subcontractors and suppliers, a warranty or guarantee to cover their materials and labor for a period of at least one (1) year from the Possession Date, and for a longer period on certain items as set forth in the Construction Document requirements, whereby such materials and labor shall be free from defects in workmanship and any equipment manufacturers' warranties shall be assigned to Lessor.

(d) As of the Possession Date (as defined below), Lessor warrants that the Premises shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction, and the Premises shall have any permits necessary for Lessee's operations and use.

(e) Lessor shall not make any material change or modification to the Plans and Specifications (or any material change or modification to the Improvements which does not conform to the Plans and Specifications) without the prior written consent of Lessee, which shall be memorialized in a change order. Lessee's Consultant shall provide updated Plans and Specifications to Lessor, Contractor and Lessee as changes are approved and, at the end of construction of the Improvements, Lessee's Consultant shall provide Lessor and Lessee with a set of "as built" Plans and Specifications in both hard-copy form and electronic format. The substitution of building materials or Improvements of equal or greater quality than contemplated by the Plans and Specifications shall not constitute a material change or modification.

(f) As of the date of this Lease, Lessor has estimated that construction of the Premises will consist of the items set forth on Exhibit "C" attached hereto and incorporated herein by this reference ("Estimated Construction Items and Values"). After finalizing the GMP and during the course of construction, Lessor shall provide Lessee with an updated schedule of such Estimated Construction Items and Values consistent with the Contractor's periodic requests for progress payments, whereby the items and values shall be updated to reflect bids received and approved as set forth in Section 1.2(g) below.

(g) Lessor shall provide Lessee with a written disclosure of all bids it receives for construction of the Improvements, and Lessor shall obtain Lessee's approval prior to accepting any bids to ensure that (i) Lessor and Lessee are in agreement on the materials or services set forth in such bids, and (ii) Lessee has no objection to the contractor,

vendor or service supplier providing such bid. In the event that Lessee does not respond to a request for approval by Lessor of any construction bids within ten (10) days after receiving Lessor's disclosure of such bids, Lessee shall be deemed to have approved of such bids.

(h) Lessor shall complete the Improvements in accordance with all federal, state, and local building, fire, safety, health, access, disability, environmental, land use, zoning, and setback codes, laws, rules, regulations and standards.

(i) Lessor shall pay, prior to the Possession Date, any and all permit fees, utility connection fees, watershed management fees and other charges applicable to development of the Real Estate and construction of the Improvements.

(j) Upon completion of the Improvements, Lessor shall deliver to Lessee a written notice thereof, referring specifically to this subsection (the "Completion Notice"), together with the following:

(i) Such certificates of occupancy or comparable instruments and such other authorizations as shall be necessary for the permanent occupancy of the Premises;

(ii) A certificate from the Lessee's Consultant certifying that the Improvements have been completed in accordance with the Plans and Specifications (as may be modified in accordance with Section 1.2(e) above), and in accordance with all federal, state, and local building, fire, safety, health, access, disability, environmental, land use, zoning, and setback codes, laws, rules, regulations and standards;

(iii) A certificate from Lessor as to Lessor's Costs (as defined in Section 20.1(c)).

Upon Lessee's receipt of the Completion Notice ("Possession Date"), Lessee shall have full access to the Premises, including the right to move into the Premises. In the event Lessee shall give Lessor written notice within forty-five (45) days of the Possession Date that any of the Improvements have not been completed in accordance with the Plans and Specifications, Lessor shall complete the Improvements in accordance with such notice as soon as possible.

(k) Provided that Lessee has delivered to Lessor Lessee's written approval of the final construction contract (*i.e.*, after the GMP is added) on or before November 1, 2013, if Lessor has not substantially completed Lessor's Work within a time period sufficient for the Possession Date to occur on or before September 1, 2014, Lessor agrees to provide to Lessee, as liquidated damages, an abatement of Base Rent and Additional Rent (each as defined below) for a period of two (2) days for each one (1) day after September 1, 2014 that Lessor has not substantially completed Lessor's Work. By way of example and not limitation, in the event that the Possession Date occurs on September 15, 2014, then Lessee's Base Rent shall be abated for a period of thirty (30) days beginning on the Rent Commencement Date (as defined in Section 2.3 below). This

calculation of liquidated damages represents the parties' good faith estimate of the damages which Lessee will suffer as a result of the failure of Lessor to substantially complete Lessor's Work by said date, is not a penalty, and, except as provided in Section 1.2(l) below, is in lieu of all other damages recoverable by Lessee from Lessor as a result of such delay. Lessor's Work shall be substantially completed when Lessee may lawfully occupy the Premises for its intended use notwithstanding that each and every item of Lessor's Work may not be complete by that time. The September 1, 2014 deadline for the completion of Lessor's Work shall be equitably extended for matters beyond Lessor's control, including, but not limited to, delays resulting from the following: (i) Lessee's failure to timely approve the Plans and Specifications necessary to complete Landlord's Work; (ii) Lessee's unreasonable disapproval of subcontractor, vendor or service supplier bids as required in Section 1.2(g) above; (iii) Lessee's failure to timely approve the construction contract as required in Section 1.1(e) and this Section 1.2(k) above; (iv) change orders requested by Lessee or to which Lessor is reasonably entitled due to unforeseeable site or environmental conditions; and (v) labor disputes, fire, unusual delays in delivery, unavoidable casualties, weather, Acts of God, or other items beyond Lessor's control commonly included within the definition of force majeure.

(l) Notwithstanding the provisions of Section 1.2(k) above, in the event that the Possession Date has not occurred by December 31, 2014, Lessee shall have the right to terminate this Lease, whereupon (i) Lessee shall have no further obligations to Lessor under the terms of this Lease and (ii) Lessor shall (within three (3) days after such termination) reimburse Lessee with the full amount of any Lessee's Contribution (as defined in Section 20.1(d) below) previously paid to Lessor prior to such termination. Except for Lessee's rights to terminate this Lease and receive a refund of the Lessee's Contribution as set forth in the previous sentence, Lessee acknowledges and agrees that it shall have no other rights against Lessor for its failure to provide the Premises on or before October 15, 2014; provided, however, in the event that the Premises is delivered after October 15, 2014, and Lessee does not terminate this Lease as allowed under this Section 1.2(l), then Lessee shall receive an abatement of Base Rent and Additional Rent as provided in Section 1.2(k) above.

1.3. Documentation Upon Completion. As soon as practicable following completion of the Improvements, Lessor shall notify Lessee of the total leasable square footage of the Premises and Lessor and Lessee shall memorialize the Base Rent for the initial term of the Lease in terms of price per leasable square foot. Additionally, upon such completion, Lessor and Lessee shall memorialize the Possession Date and Rent Commencement Date.

1.4. Lessee's Work. In accordance with the terms of the RFP, Lessor acknowledges and agrees that the Premises shall be delivered to Lessee in "ready to move in" condition and Lessee shall have no obligation to perform any work or construct any improvements on the Premises; provided, however, Lessee acknowledges that, except as otherwise set forth in the RFP, it shall be responsible for furnishing the Premises and installing any equipment it deems necessary for its use of the Premises. As of the date of this Lease, Lessor and Lessee each acknowledge that those items set forth in Schedule 1.4 attached hereto ("Alternate Items") shall be included in the Plans and Specifications, and shall be included in the Design Development drawings and Construction Documents for bidding and negotiation of the GMP, but Lessee

reserves the right to remove the Alternate Items from the final Improvements required to be constructed by Lessor. In the event that Lessor constructs the Alternate Items, then the Alternate Items shall be included in the definition of Lessor's Costs. Conversely, if Lessee provides the Alternate Items or determines not to include them in the Premises, then such Alternate Items shall not be included in the definition of Lessor's Costs.

1.5. Lessee's Access to Premises. Prior to the Possession Date and the completion of the Improvements, Lessor shall use reasonable efforts to provide Lessee and Lessee's Consultant with access to the Premises for the purposes of reviewing Lessor's Work and planning for Lessee's use of the Premises.

1.6. Lease. Lessor, in consideration of the rents hereinafter reserved, and of the covenants and agreements hereinafter contained on the part of Lessee to be kept and performed, agrees to demise and lease, and by these presents does demise and lease unto Lessee, and Lessee hereby leases from Lessor, the Premises.

2. Term; Rental.

2.1. Term. Lessee is to have and to hold the Premises for and during a term (the "Initial Term") commencing on the Possession Date, and ending at 11:59 p.m. on the last day of a period of time that is one hundred twenty (120) full calendar months and three (3) weeks thereafter, unless the term hereby created shall be sooner terminated or extended as hereinafter provided.

2.2. Option to Renew; Option to Extend. If Lessee shall be in material compliance with all terms, conditions and covenants hereof, Lessee shall have an option to renew the term of this Lease for up to four (4) additional terms (each a "Renewal Term") of sixty (60) months each. Except as otherwise provided herein, all terms, conditions and covenants hereof shall apply during each Renewal Term. Lessee shall provide written notice to Lessor of Lessee's exercise of its option to renew the term of this Lease not later than one hundred eighty (180) days preceding the expiration of the Initial Term or any Renewal Term, as applicable. Failure to provide such written notice within such time period constitutes Lessee's waiver of its renewal option and any subsequent renewal option. The Initial Term and any Renewal Term may sometimes hereinafter referred to as the "term" or the "Term".

In addition to Lessee's option to renew the term of this Lease for each Renewal Term as described above, Lessee shall also have an option to extend the term of this Lease for a period of six (6) months (the "Extended Term") at the end of the Initial Term or any Renewal Term by providing written notice to Lessor of Lessee's desire to extend the term of this Lease for such Extended Term no later than one hundred eighty (180) days preceding the expiration of the Initial Term or any Renewal Term, as applicable. During any Extended Term, all terms, conditions and covenants hereof shall apply and Base Rent shall continue at the same rate as in effect when Lessee provided notice of its desire to extend the term of this Lease for the Extended Term. For the avoidance of doubt, the parties acknowledge and agree that Lessee's exercise of its option to extend the term of this Lease for the Extended Term upon the expiration of the Initial Term or any Renewal Term constitutes Lessee's waiver of its right to renew the term of this Lease for any subsequent Renewal Term.

2.3. Base Rent. During the period of time commencing twenty-one (21) days after the Possession Date (the "Rent Commencement Date") and ending sixty (60) months thereafter, Lessee shall pay to Lessor, at Lessor's address specified above or at such other address specified to Lessee from time to time by Lessor, a base rent ("Base Rent") for the Premises in the amount equal to Lessor's Costs (as defined in Section 20.1(c)) to develop and construct the Improvements on the Real Estate, multiplied by ten percent (10%) and expressed on an annual basis. By way of example and not limitation, in the event that Lessor's Costs are determined to be \$4,000,000.00, then Base Rent during the Initial Term would be \$400,000.00 per annum, which would be \$33,333.33 per month.

During the period of time commencing upon the expiration of sixty (60) months and twenty-one (21) days after the Possession Date and ending upon the expiration of the Initial Term, Lessee shall pay to Lessor Base Rent for the Premises in the amount equal to (i) the Base Rent during the initial sixty (60) months, multiplied by (ii) ten percent (10%) and expressed on an annual basis. By way of example and not limitation, in the event that Base Rent during the initial sixty (60) months is \$400,000.00 per annum, then Base Rent during the second sixty (60) month period would be \$440,000.00 per annum, which would be \$36,666.67 per month.

During any Renewal Term, Base Rent for the Premises shall be in an amount equal to the Base Rent applicable to the immediately preceding portion of the Initial Term or Renewal Term, as the case may be, multiplied by ten percent (10%) and expressed on an annual basis. By way of example and not limitation, in the event that the Base Rent during the last sixty (60) months of the Initial Term is \$440,000.00 per annum, then the Base Rent for the first Renewal Term would be \$484,000.00 per annum, which would be \$40,333.33 per month.

Base Rent during the Term shall be paid in advance on the first day of each calendar month, except in the case of a partial month beginning on the Rent Commencement Date, in which case Base Rent for such partial month shall be paid in a pro-rated amount on the Rent Commencement Date.

3. Additional Rent. Lessee shall pay to Lessor, at the times hereinafter set forth, as additional rent (the "Additional Rent"), an amount equal to the operating expenses incurred by Lessor to operate the Premises for the benefit of Lessee (the "Operating Expenses"), all as further described in Section 3.1 below. The Additional Rent shall be estimated by Lessor as of January 1 of each calendar year, whereby Lessor shall notify Lessee of Lessor's estimate of Operating Expenses payable by Lessee for such calendar year. Lessee shall, upon receipt of such notice, pay to Lessor a sum equal to one-twelfth (1/12) of the amount of such estimate as Additional Rent for such calendar year beginning the first day of the calendar month following receipt by Lessee of such notice. As of the date of this Lease, Lessor estimates that Lessee's Additional Rent for the first year of the Initial Term will be \$6.14 per square foot beginning on the Rent Commencement Date, whereby Lessee shall begin paying \$10,233.33 per month to Lessor as Additional Rent at the same time that Lessee pays Base Rent.

Not later than 90 days after January 1 of each year of the lease term, Lessor shall deliver written notice to Lessee of the actual Operating Expenses for the preceding year. If it is determined that the estimate of Operating Expenses for any lease year exceeded the actual Operating Expenses for such year, then Lessee shall receive a credit to be applied to installments

of Base Rent next coming due until the credit is used in full. If it is determined that the estimated Operating Expenses for any lease year were less than the actual Operating Expenses for such year, then Lessee shall pay to Lessor the difference within thirty (30) days after receiving a copy of such determination from Lessor. Notwithstanding that this Lease has expired or terminated, the amount of any Additional Rent due hereunder shall be payable by Lessee promptly upon receipt of a statement from Lessor, and conversely any credit due Lessee for any excess of said Additional Rent shall be promptly refunded after Lessor's calculation thereof, subject to Lessor's right to apply any credit due Lessee against any sums due Lessor hereunder.

Lessee shall have the right to request an audit of the Operating Expenses for the Premises, provided that the request for an audit is received by Lessor within six (6) months following Lessor's annual notice regarding the new estimate of Additional Rent and accounting for the prior year's actual Additional Rent. After requesting any such audit, Lessee shall complete said audit within thirty (30) days. In the event that Lessee's audit determines that Lessee overpaid any Operating Expenses in excess of five percent (5%) or more than the actual Operating Expenses incurred by Lessor, then Lessor shall promptly refund to Lessee the amount of such overpayment together with interest thereon at the rate of five percent (5%) per annum on the overpayment amount and reimburse Lessee for the cost of such audit and its reasonable attorney fees incurred, if any, with respect to such audit and overpayment claim. In the event that Lessee's audit shows that Lessee has overpaid any such charges by less than five percent (5%) of the actual Operating Expenses incurred by Lessor, then Lessor shall promptly refund to Lessee the amount of such overpayment without interest thereon, but Lessee shall be responsible for the costs of such audit and its attorney fees incurred, if any, with respect to such audit and overpayment claim.

3.1. Operating Expenses. Lessor and Lessee each acknowledge and agree that the following costs and expenses to operate the Premises shall be considered Operating Expenses under the terms of this Lease:

(a) As of the date of this Lease, Lessor and Lessee intend to apply for a real estate exemption for the Premises to be effective no later than January 1, 2015. In the event that the Premises does not qualify for a real estate tax exemption, any real estate taxes levied against the Premises shall be deemed Operating Expenses payable by Lessee. In the event that the Premises is deemed exempt from real estate taxes at any time after the Rent Commencement Date, Lessee shall be responsible for paying any such real estate taxes from and after the Rent Commencement Date until the date of such exemption becoming effective. By entering into this Lease, Lessor covenants and agrees to work in good faith with Lessee to qualify the Premises as a tax-exempt property based upon the proposed ownership and use of such Premises.

(b) The insurance amounts payable by Lessor as set forth in Section 4 below.

(c) Utilities.

(d) Janitorial services six (6) days per week (but excluding holidays).

(e) Waste removal (at least weekly).

(f) Management fees incurred by Lessor, but not to exceed (i) three and one-half (3.5%) of the then-current Base Rent and (ii) management fees reasonably charged by other professional building managers for similar buildings in the Omaha metropolitan area.

(g) Security system operating costs.

(h) Lawn care and pest control.

(i) Snow removal.

(j) General Repair and Maintenance of the Premises for items which would not be considered capital in nature under generally accepted accounting principles and except as specifically set forth in Section 3.2 below.

Notwithstanding the foregoing provisions of Section 3 and Section 3.1 above, Lessor agrees that the Operating Expenses payable by Lessee shall not increase by more than three percent (3%) per annum during the term of this Lease; provided, however, such 3% cap shall not apply to the items set forth in Sections 3.1(a) (if applicable), 3.1(b), 3.1(c) and 3.1(i).

3.2. Lessor's Expenses. Lessor covenants and agrees that, notwithstanding anything to the contrary set forth in Section 3.1 above, the following items shall not constitute Operating Expenses for the Premises:

(a) All replacements associated with the structural aspects of the Improvements including, but not limited to, foundation, walls and roof.

(b) All replacements associated with the systems incorporated into the Premises, including, but not limited to, electrical and plumbing systems, HVAC and all duct work and equipment related thereto.

(c) All replacements associated with the exterior improvements of the Premises, including, but not limited to, the parking lot, sidewalks and grounds.

(d) All other items considered capital in nature under generally accepted accounting principles.

(e) Any depreciation or amortization of the Improvements or any equipment located therein.

(f) Costs of construction allowances or alterations and construction costs incurred by Lessor for other tenants or provided to other tenants.

(g) Principal and interest payments on any loans incurred by Lessor to construct the Premises or otherwise finance its operations.

(h) Any cost or expenditure for which the Lessor is reimbursed by insurance proceeds, rebates or similar arrangements.

- (i) Costs for correcting mistakes, damages, repairs, replacement or maintenance caused by or necessitated by Contractor, Lessor, or their respective agents, subcontractors, vendors or employees.

Notwithstanding any provision in Sections 3.1 and 3.2 of this Lease to the contrary, Lessee shall be solely responsible for the cost of any maintenance, repairs or replacements that are caused in whole or in part by the neglect or fault of Lessee, its agents, contractors, servants, employees, licensees or invitees, in which case Lessee shall pay to Lessor upon demand the reasonable cost of such maintenance, repairs or replacements.

4. Insurance.

4.1. Lessor's Insurance. Lessor agrees to procure and maintain continuously, during the Term of this Lease, a commercial general liability insurance policy on the Premises with combined single limits of not less than \$2,000,000.00 per occurrence/\$2,000,000.00 annual aggregate for death, bodily injury or property damage. Lessor further agrees at all times during the term of this Lease and any other period of occupancy of the Premises by Lessee to maintain and keep in force with respect to the Premises replacement value fire and extended coverage insurance and such other insurance as Lessor shall deem reasonable to maintain. Lessor shall name Lessee as an additional insured on all such policies and shall provide Lessee with copies of all such policies, certified by the insurance company issuing said policy or policies. Lessor shall request that the issuing insurance companies endorse such policies to provide Lessee a minimum of thirty (30) days notice by the insurance company prior to cancellation, termination, non-renewal or change to such insurance. The insurance coverage procured by Lessor shall be with an insurer licensed to do business in the State of Nebraska and with an "AM Best Company" rating of at least A-VII.

4.2. Lessee's Insurance. Lessee agrees to procure and maintain continuously, from the Possession Date and throughout the Term of this Lease, a policy or policies of public liability insurance with combined single limits of not less than \$2,000,000.00 per occurrence/\$2,000,000.00 annual aggregate for death, bodily injury or property damage. Lessee shall name Lessor as an additional insured on such policy or policies and shall provide Lessor with copies of all such policies, certified by the insurance company issuing said policy or policies. Lessee shall request that the issuing insurance companies endorse such policies to provide Lessor a minimum of thirty (30) days notice by the insurance company prior to cancellation, termination, non-renewal or change to such insurance. Lessee shall maintain, at Lessee's sole cost and expense, insurance on the contents of the Premises that are owned by Lessee at the replacement value thereof. If Lessee fails to comply with such requirements for insurance, Lessor may, but shall not be obligated to, obtain such insurance and keep the same in effect, and Lessee agrees to pay Lessor, upon demand, the premium cost thereof. The insurance coverage procured by Lessee shall be with an insurer licensed to do business in the State of Nebraska and with an "AM Best Company" rating of at least A-VII.

4.3. Lessor's Interest. All insurance provided for in this Section 4 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility satisfactory to Lessor, all insurance must be written with companies authorized to do business in Nebraska, and be A rated or better by Standard & Poor's, and all such policies shall be primary and not

contributory and release Lessor as to payments of any earned premium. Each said policy shall name Lessor and all mortgagees, trustees or other secured parties of Lessor as named insured and loss payee, as appropriate, and shall provide that it may not be canceled as to the interest of Lessor, until at least thirty (30) days after receipt by Lessor of registered mail notice thereof. Concurrently with the Possession Date and not less than twenty (20) days prior to the expiration dates of expiring policies, copies of the policies carried by Lessee shall be delivered to Lessor accompanied by receipted bills or other proof satisfactory to Lessor of the payment of the premiums for such insurance. Additionally, Lessor shall provide Lessee with copies of the policies carried by Lessor in accordance with the terms of this Section 4, accompanied by receipts or other proof of payment as reasonably requested by Lessee.

4.4. Waiver of Subrogation. To the extent permitted by their respective insurance policies, Lessor and Lessee each hereby waive all claims for recovery from the other for any loss or damage to any of its property or to any death of or injury to any persons, insured under valid and collectible insurance policies to the extent of any recovery collectible under such policies.

5. Evidence of Payment. Except as specifically set forth in this Lease, Lessor acknowledges that it shall be responsible for paying all Operating Expenses for the Premises, whereby Lessee shall reimburse Lessor for such Operating Expenses as Additional Rent as described herein. Each party shall maintain receipts or other evidence of payment for any expenses for which they are responsible, and each party shall provide copies of such receipts to the other party upon reasonable request.

6. Use of the Premises; Restrictions on Use. The Premises shall be exclusively used by Lessee to operate an elementary learning center for purposes of providing support to parents, childcare providers, children and any other uses deemed desirable by the Lessee to support its development and implementation of evidence-based solutions in fulfillment of supporting its mission to positively influence the cognitive development and academic achievement of children. Lessee, its employees, agents, invitees and guests shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week. As of the date of this Lease, Lessor and Lessee contemplate that Lessee shall be the sole tenant of the Premises; however, in the event that the Premises are expanded as set forth in Section 7 below, or in the event that Lessee desires to sublease the Premises as allowed by Section 15 below, then the Premises may be utilized by multiple tenants. Lessor acknowledges and agrees that it shall not lease any portion of the Real Estate or Improvements to any other party without Lessee's prior written consent, which may not be unreasonably withheld, conditioned or delayed. Lessee shall be solely responsible for maintaining order and security on the Premises during the term of this Lease and any renewal or extension thereof, and Lessee shall be solely responsible for the expense associated therewith, including any security personnel engaged by Lessee to maintain order on the Premises; provided, however, Lessor acknowledges and agrees that it shall maintain the security system which is built into the Premises (as further detailed in the Plans and Specifications) and Lessor (or its building manager) shall receive all calls from security companies which monitor the Premises, provided, however, that the parties acknowledge and agree that the initial response call for each alarm shall be made to the Premises pursuant to the policies of such security companies.

By entering into this Lease, Lessor acknowledges and agrees that no party may be a

tenant of the Premises, or otherwise occupy any portion of the Real Estate or Improvements, if (i) such party intends to sell alcohol or tobacco on the Premises or any portion thereof, (ii) such party is or employs any individual who is registered in the Sex Offender Registry of the State of Nebraska, (iii) such party does not conduct Sex Offender Registry background checks on all of its employees and prospective employees, and (iv) such party would cause the Lessee to otherwise violate any rules or requirements mandated or required by Federal or State laws, rules or regulations for operating an elementary learning center in the Premises.

7. Expansion of the Premises. In accordance with the terms of the RFP, Lessor acknowledges that Lessee may desire to expand the Premises by up to an additional 20,000 square feet, which may occur in increments of 10,000 square feet each. Lessor hereby represents and warrants that the Real Estate is large enough to expand the Premises from the initial 20,000 square feet of Improvements to up to an additional 20,000 square feet, all in a single story building. In the event that Lessee desires to expand the Premises, Lessee shall provide Lessor with written notice at least fifteen (15) months prior to Lessee's desired date to occupy any such expanded Premises. Lessee acknowledges that any such expansion of the Premises is subject to approval by the City of Omaha and may require certain zoning, site plan or other changes, modifications or amendments to the current allowed uses of the Real Estate, whereupon the Lessee's desire to expand the Premises may not occur if Lessor is unable to obtain such approvals. In the event that Lessee provides notice of its desire to expand the Premises, and in the event that Lessor obtains any necessary approvals from the City of Omaha to expand the Premises, then Lessor and Lessee shall mutually agree upon any such expansion of the Premises and the plans and specifications for the same. Upon completion of any such expansion, Lessee's Base Rent for the expanded premises shall be computed based upon a percentage of Lessor's Costs to construct the expanded premises, which shall be mutually agreed upon by the parties but in no event be less than ten percent (10%), and the Base Rent for the expanded premises shall be established and agreed upon by Lessor and Lessee in an amendment to this Lease at the time any plans and specifications for the expanded premises are approved by both parties. Any election by Lessee to expand the Premises shall be deemed to be an exercise of Lessee's rights under Section 2.2 above to renew the term of this Lease for a number of Renewal Terms such that the term of this Lease will expire no sooner than ten (10) years after the date upon which the construction of the expanded premises is completed, all as set forth in an amendment to this Lease at the same time when Lessor and Lessee set the Base Rent as described above.

In the event the Premises is expanded by a larger amount of square footage than Lessee needs, and in the event that Lessee has provided Lessor with its permission to lease such excess space to an approved tenant, Lessee shall thereafter have a right of first refusal ("ROFR") on any such excess space that becomes available in the future. In the event that Lessee exercises its ROFR and obtains any additional space in the Premises, Lessee's Base Rent shall be increased by the amount of such additional space in the same manner as set forth above in this Section 7. Lessor hereby acknowledges and agrees that, in the event that the Premises is ever occupied by more than one (1) tenant, all Operating Expenses shall be allocated amongst the tenants on a pro-rata basis, whereby Lessee's Additional Rent shall only cover the Operating Expenses equal to Lessee's pro rata use of the Premises.

8. Environmental Liability. Lessee will not place or use, or permit to be placed or used by any other party, any flammable explosives, radioactive materials, hazardous wastes,

toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" under all applicable Federal and State laws, ordinances or regulations (collectively referred to herein as "Hazardous Materials") on or under the Premises. Lessee will comply and cause all of its sublessees (if any) to comply with all Federal, State and local laws, ordinances and regulations relating to environmental conditions on, under or about the Premises, including, but not limited to, soil and groundwater conditions. Lessee will indemnify and save and keep harmless Lessor and the Premises and every part thereof at all times during the continuance of this Lease from all damages, claims, fines, penalties, costs and expenses whatsoever that may result to Lessor or the Premises on account of the use or occupancy of the Premises by Lessee. Lessor will indemnify and save and keep harmless Lessee and the Premises and every part thereof at all times during the continuance of this Lease from all damages, claims, fines, penalties, costs and expenses whatsoever that may result to Lessee or to the Premises on account of the use or occupancy of the Premises by Lessor prior to, during or after the term of the Lease. As of the date of this Lease, Lessor represents and warrants that, to its knowledge, there are no Hazardous Materials currently located on or under the Premises in excess of any Federal, State or local laws, ordinances and regulations.

9. Condition and Maintenance of the Premises.

9.1. Current Condition. As a condition to commencement of the term of this Lease, Lessee shall accept the Premises, including but not limited to, all buildings, improvements, fixtures and equipment thereon, in accordance with the Plans and Specification described in Section 1.1 above. The foregoing notwithstanding, Lessor shall, during the term of this Lease, enforce any covenant, representation or warranty made by or on behalf of the Contractor or its subcontractors with regard to the Premises, including any materials or equipment incorporated therein.

9.2. Maintenance. Lessor will keep and maintain the Premises, including but not limited to the foundation, walls, roof, electrical and plumbing systems, HVAC, doors, glass and plate glass, fixtures, equipment, parking lot, sidewalks and grounds, at all times, in good order, condition and repair, with materials and workmanship of a similar character, kind and quality as the original. Lessor shall also keep the same in a clean, sanitary and safe condition in accordance with the laws of the City of Omaha, Douglas County, and the State of Nebraska and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of a governmental agency having jurisdiction over the Premises.

9.3. Services. As of the Possession Date, Lessor shall cause to be furnished and provided to the Premises during normal business hours as established by Lessee such amounts of air conditioning, heating and ventilation as is necessary for the comfortable use and occupation of the Premises. Lessor shall provide janitorial and cleaning services equivalent to that furnished in comparable first class office buildings in the Omaha metropolitan area which shall consist essentially of nightly cleanup six (6) days per week (exclusive of holidays) and window washing of exterior and interior windows as reasonably required. Any janitorial and cleaning services performed through Lessor within the Premises will be performed after Lessee's normal business hours. Lessor shall replace fluorescent tubes and ballasts in the Premises with standard overhead

fluorescent fixtures or other bulbs, as applicable, when and as needed. Lessor shall take reasonable measures to provide adequate security services for the Premises, which shall consist of a security system as set forth in the RFP.

9.4. Improvements. Lessee shall have the right to make such additions, alterations, improvements and changes to the Premises as Lessee may deem necessary, provided that prior to contracting for or making any structural alterations, improvements or changes, Lessee shall obtain Lessor's written approval of plans and specifications therefor. Lessor shall not unreasonably withhold, delay or deny such approval, provided that the value of any such improvement shall not be diminished thereby and the structural integrity of the building shall not be adversely affected by any such additions, alterations, improvements or changes. Lessee will in no event make any additions, alterations, improvements or other changes of any kind to the Premises that could reasonably be anticipated to decrease the value of such building or adversely affect Lessor's ability to lease the Premises to another tenant upon termination of this Lease, or that will adversely affect the structural integrity of such building. Prior to commencing any work which will cost in excess of Twenty Thousand Dollars (\$20,000), Lessee shall furnish Lessor with a good and sufficient surety bond insuring the completion of such work and the payment of all bills therefor. Any permanent improvements, fixtures and equipment constructed or installed on the Premises during the term of this Lease, as well as any other improvements or alterations thereon (except for Lessee's trade fixtures and equipment), shall become the property of the Lessor, and the Lessee shall have only a leasehold interest therein, subject to the terms and provisions contained herein.

9.5. Damage. If during the Term of this Lease the Premises, or any portion thereof, shall be damaged by fire or other insured casualty, Lessor shall use its best efforts to commence repair or restoration within thirty (30) days of such damage or destruction and to diligently pursue such repair and restoration to completion not longer than one hundred twenty (120) days from the date of damage unless this Lease is terminated as provided herein. Lessor shall pay the cost to repair any damage or destruction of the Premises; provided, however, to the extent not covered by insurance, Lessee shall be responsible to pay the cost of repair for any damage or destruction of the Premises caused by the negligence or willful misconduct of Lessee, its employees, agents or visitors. Lessee shall vacate such portion of the Premises as Lessor reasonably requires to enable Lessor to repair the Premises. Lessee shall also be responsible to pay the cost of replacement for any personal property owned by Lessee, all of which shall be at Lessee's sole risk.

Notwithstanding any contrary provision contained in this Lease, if the Premises are damaged in such a manner as to reduce Lessee's use of the overall square footage of the Premises by more than twenty percent (20%), and in the event that Lessor is unable to repair and restore the Premises within one hundred twenty (120) days from the date of damage, then Lessee shall have the option to terminate this Lease by giving Lessor written notice of such termination within thirty (30) days after either (i) such damage or (ii) Lessor provides notice to Lessee that such repairs and restoration shall last more than one hundred twenty (120) days.

If the Premises are damaged or destroyed by fire or other casualty not caused by the gross negligence or willful misconduct of Lessee, its agents, employees or visitors, and in the event that Lessee does not terminate the Lease as provided above, then the Base Rent and Additional

Rent shall abate until such damage or destruction is repaired, whereby such abatement shall be in proportion to the reduction of the area of the Premises no longer usable by Lessee. By way of example and not limitation, in the event that thirty-five percent (35%) of the Premises is damaged or destroyed and Lessee does not terminate the Lease, then Lessee's Base Rent and Additional Rent shall be abated by thirty-five percent (35%) during the duration of any reduction of the Premises usable by Lessee.

10. Liens.

10.1. Creation of Liens. Lessee shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the Premises; it being agreed that, should Lessee cause any alterations, changes, additions, improvements or repairs to be made, or labor performed or material furnished, neither Lessor nor the Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, changes, additions, improvements and repairs, and labor and material, including all costs and expenses related thereto, shall be made, furnished, performed and paid at Lessee's expense, and Lessee shall be solely and wholly responsible to contractors, laborers and material men furnishing and performing such labor and material on Lessee's behalf; provided, however, in the event that Lessee is directing alterations, changes, additions, improvements or repairs to be made due to Lessor's failure to do so in accordance with Section 18.5 below, then any such liens created thereby shall be solely and wholly the responsibility of Lessor.

10.2. Removal. If, because of any act or omission contrary to the provisions of this Lease (or alleged act or omission) of Lessee, or of any contractors or subcontractors of Lessee, any mechanic's, construction or other lien, charge or order for the payment of money shall be filed against the Premises, or any part thereof, or against Lessor (whether or not such lien, charge or order is valid or enforceable as such), Lessee shall, at its own cost and expense, cause the same to be canceled and discharged of record or bonded within thirty (30) days after the filing thereof, and Lessee shall indemnify and save harmless Lessor against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands resulting therefrom. If Lessee shall fail to cause such lien to be discharged or bonded within the period aforesaid then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Lessor shall be entitled, if Lessor so elects, to compel the prosecution of any action for the foreclosure of such lien. Any amount so paid by Lessor and all costs and expenses incurred by Lessor in connection therewith, including attorneys' fees, together with interest thereon at the rate herein specified in Section 13.3 from the respective dates of Lessor's making of the payment or incurring of the cost and expense, shall constitute Additional Rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor on demand.

11. Title and Subordination.

11.1. Paramount Title of Lessor. Nothing in this Lease contained shall authorize Lessee to do or refrain from doing any act which shall in any way encumber the title of Lessor in and to the Premises, nor shall the title, interest or estate of Lessor therein be in any way subject

to any claim by way of lien or encumbrance, whether arising by operation of law or by virtue of an express or implied contract by Lessee. Any claim to a lien or encumbrance upon said Premises, arising from any such contrary act or omission of Lessee, shall accrue only against the leasehold estate of Lessee, and shall in all respects be subject and subordinate to this paramount title and right of Lessor in and to the Premises.

11.2. Sale or Assignment by Lessor. Lessor reserves the right to sell or transfer the Premises and assign all of its right, title and interest in this Lease, in which event Lessee shall recognize the transferee or assignee of the Lease as lessor under the Lease; provided, however, in the event any such sale or assignment of the Premises results in the Premises no longer qualifying for tax exempt treatment, Lessee shall not be responsible for paying any real estate or other taxes which may arise due to such sale or assignment and any such taxes shall not be deemed to be Operating Expenses.

11.3. Subordination and Attornment. Lessee agrees that Lessee's interest in this Lease and the Premises is and shall be subordinate to the lien of any mortgage or deed of trust now or hereafter in force against the Premises and to all advances now or hereafter made on the security thereof; and Lessee shall within ten (10) business days after any request by Lessor execute and deliver to Lessor a subordination and non-disturbance agreement (SNDA) declaring the same, provided that the secured lender shall agree that so long as Lessee is in material compliance with all of its covenants and agreements contained herein, Lessee's peaceable possession of the Premises pursuant to this Lease shall not be disturbed on account of proceedings to realize upon the Premises brought by the secured lender. If any proceedings are brought for foreclosure of the mortgage, exercise of power of sale under a deed of trust, or the lender takes other action to realize upon its mortgage or deed of trust, upon such foreclosure, deed of trust sale, or other realization, Lessee shall recognize the lender or purchaser at such foreclosure sale as the lessor under this Lease provided Lessee's right to possession of the Premises continues unabated under this Lease.

12. Covenant of Quiet Enjoyment. Lessor hereby warrants that if Lessee shall pay the Base Rent and the Additional Rent herein provided for, and perform each and every one of the covenants, undertakings and agreements of this Lease to be performed by Lessee, Lessee shall during the lease term freely, peaceably and quietly have and enjoy the Premises without hindrance, eviction or disturbance by Lessor, or by any other person or persons acting under or through Lessor, but subject always to the terms of this Lease.

13. Indemnification; Late Payment Fees.

13.1. Indemnification of Lessor. Lessee will indemnify, defend and save harmless Lessor against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects' and attorneys' fees, which may be imposed upon or incurred by or asserted against Lessor by reason of any of the following occurring during the term of this Lease:

- (a) Any work or thing done by Lessee in, on or about the Premises, or any part thereof;

(b) Any use, non-use, possession, occupation or operation of the Premises by Lessee;

(c) Any negligence on the part of, or intentional acts by, Lessee or any of its agents, contractors, servants, employees, licensees or invitees; or

(d) Any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with.

In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon written notice from Lessor, will, at Lessee's expense, resist or defend such action or proceeding by counsel approved by Lessor in writing, such approval not to be unreasonably withheld.

13.2. Indemnification of Lessee. Lessor will indemnify, defend and save harmless Lessee against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable architects' and attorneys' fees, which may be imposed upon or incurred by or asserted against Lessee by reason of any of the following occurring during the term of this Lease:

(a) Any work or thing done by Lessor in, on or about the Premises, or any part thereof;

(b) Any use, non-use, possession, occupation or operation of the Premises by Lessor;

(c) Any negligence on the part of, or intentional acts by, Lessor or any of its agents, contractors, servants, employees, licensees or invitees; or

(d) Any failure on the part of Lessor to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease on its part to be performed or complied with.

In case any action or proceeding is brought against Lessee by reason of any such claim, Lessor, upon written notice from Lessee, will, at Lessor's expense, resist or defend such action or proceeding by counsel approved by Lessee in writing, such approval not to be unreasonably withheld.

13.3. Late Payment Fees. In the event any Base Rent, Additional Rent, or other amounts payable by Lessee to Lessor or for the benefit of Lessor are not paid within ten (10) days following the due date thereof, Lessee shall immediately pay to Lessor a late payment fee of five percent (5.0%) of the amount overdue. In addition to the late payment fee, any overdue installments of Base Rent, Additional Rent, or other amounts payable by Lessee shall bear interest at the rate of ten percent (10%) per annum.

13.4. Cross Indemnification. If either or both parties to this Lease are held liable to a third party for bodily injury or property damage resulting from the fault of both Lessee and Lessor, the parties will share the liability in proportion to the fault attributable to each.

14. Lessor's Right to Perform Lessee's Covenants.

14.1. Performance by Lessor. If Lessee shall at any time fail to perform any of its covenants and agreements under this Lease, including but not limited to the payment of any amounts due to third parties, or to obtain, pay for, maintain or deliver any of the insurance policies provided for in Section 4 hereof, or the failure by Lessee to make any other payment on its part to be made as provided in this Lease or to perform any other covenant to be performed by it under this Lease, then Lessor, without waiving or releasing Lessee from any obligation of Lessee contained in this Lease, may, but shall be under no obligation to, pay such amounts or perform any such agreements or covenants of Lessee contained in this Lease.

14.2. Repayment. All sums so paid by Lessor and all costs and expenses incurred by Lessor in connection with the performance thereof, including Lessor's attorneys' fees, together with interest thereon at the rate hereinabove specified in Section 13.3 from the respective dates of Lessor's making of each such payment or incurring of each such cost and expense, shall constitute Additional Rent payable by Lessee under this Lease and shall be paid by Lessee to Lessor on demand.

15. Subleases and Assignments by Lessee. Lessee may sublease, sell, convey or assign all or part of its right, title and interest in and to this Lease or the Premises, or in any part thereof, with the express prior written consent of Lessor not to be unreasonably withheld, conditioned or delayed; provided, however, any such sublease, conveyance or assignment shall not relieve Lessee from performing its obligations under the terms of this Lease in the event that Lessee's sublessee or assignee fails to fulfill the obligations of Lessee as set forth herein. By entering into this Lease, Lessor acknowledges and agrees that Lessee may partner with certain other agencies, school districts or other private parties to assist in fulfilling its mission, whereby Lessee may allow such other parties to utilize all or a portion of the Premises without first obtaining Lessor's prior written consent but upon delivery to Lessor of notice of such occupancy. Upon Lessee's request, Lessor shall provide any additional access keys, badges or other items necessary to allow such parties to access and utilize the Premises; provided, however, any such additional items provided by Lessor shall be at Lessee's sole cost and expense.

16. Condemnation.

16.1. Complete Taking. If at any time during the term of this Lease the whole of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose by the exercise of the power of eminent domain (hereinafter referred to as "condemnation proceedings"), then this Lease shall terminate and expire as of and on the date of such taking.

16.2. Partial Taking. If at any time during the term of this Lease only a part of the Premises shall be taken by condemnation proceedings, this Lease shall not terminate and all the covenants, agreements and provisions hereof shall be and remain in full force and effect;

provided, however, in the event that more than ten percent (10%) of the total area of the Premises is no longer available for Lessee's use, then Lessee shall have the right to terminate this Lease by providing written notice of such termination to Lessor.

16.3. Lessee's Interest. Effective as of the date of the receipt by or tender to Lessor of Lessor's share of any such award or awards for partial taking, the monthly Base Rent payable by Lessee during the remainder of the term of this Lease shall be reduced by an amount equal to the outstanding Base Rent multiplied by that fraction thereof which the total square feet of enclosed building area in the Premises taken in such condemnation proceeding bears to the then entire enclosed building area of said Premises.

16.4. Notice. In the event that Lessor shall at any time during the term hereof receive notice that the Premises or any part thereof is to be or is being taken pursuant to condemnation proceedings (as herein defined), Lessor shall notify Lessee and forward to Lessee copies of all correspondence and legal documentation regarding such condemnation proceedings.

17. Surrender.

17.1. Expiration. Lessee for itself and for its successors and assigns in, under and to this Lease and for and on behalf of all lessees of space in or to portions of the Premises for terms commencing subsequent to the date of this Lease, expressly covenants and agrees with Lessor that upon expiration of the term of this Lease, by lapse of time or upon the earlier termination of this Lease for any reason whatsoever (except as a consequence of default hereunder by the Lessor), including as a result of the occurrence of an Event of Default as more fully provided for in Section 18 hereof, the Premises and all right, title and interest of Lessee therein, together with all of the right, title and interest of Lessee in and to any and all then existing subleases, together with all of the right, title and interest of Lessee in and to all personal property and materials and supplies in the Premises used in the maintenance or operation of the Premises, other than removable fixtures, furniture or personal property, shall remain the property solely of Lessor, and Lessee shall have no right, title or interest therein and this Lease shall in such event constitute and effect a conveyance, transfer and assignment of the Premises and of the subleases, without the execution of any further instruments of conveyance, assignment or transfer by or on behalf of Lessee (it being understood that nothing contained in this Section 17.1 shall in any way modify or affect any of the provisions of Section 17.2 hereof). Notwithstanding the foregoing, Lessee covenants and agrees that it will promptly upon such termination assign to Lessor any such subleases and will execute such instrument or instruments of assignment, transfer and conveyance of the Premises as may be reasonably necessary to further evidence and make of record the provisions of this Section, or to confirm by way of further assurance the provisions hereof and the title of Lessor as a result of such termination to the Premises and said subleases.

17.2. Reentry. Upon the expiration of the term of this Lease, by lapse of time or upon the earlier termination of this Lease for any reason whatsoever (except as a consequence of default hereunder by the Lessor), including as the result of the occurrence of an Event of Default as more fully provided for in Section 18 hereof, and also in the event that under any of the provisions of this Lease the right of Lessee to possession of the Premises has ceased and Lessor under the terms of this Lease has such right of possession even though the term of this Lease has not expired, Lessee shall and will surrender and deliver up the Premises into the possession and

use of Lessor immediately, and Lessee hereby acknowledges and agrees that Lessor shall have the right in any event to enter into and upon said Premises to take possession thereof, with or without process of law, and the right to expel and remove Lessee, and such entry or possession shall not constitute a trespass or forcible entry or detainer.

17.3. Prorations. At the expiration of this Lease, appropriate adjustments shall be made between Lessor and Lessee of all properly adjustable items (*i.e.*, the pro ration of Operating Expenses).

17.4. Reimbursement of Lessee's Contribution. During the Initial Term of the Lease, in the event of any termination of this Lease due to no Event of Default by Lessee, Lessor shall reimburse to Lessee a portion of the Lessee's Contribution (as defined in Section 20.1(d) below) previously paid to Lessor prior to such termination on a pro-rata basis in the amount of \$40,000.00 for each year remaining in the Initial Term of the Lease at the time of such termination. By way of example and not limitation, in the event that the Premises is damaged by fire or other casualty and results in a termination of the Lease after 102 months of the Initial Term (*i.e.*, 8 years and 6 months), then Lessor would reimburse \$60,000.00 to Lessee upon such termination.

18. Defaults and Remedies Therefor.

18.1. Events of Default by Lessee. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder:

(a) If Lessee shall default in the payment of any Base Rent when due, and such default shall continue for ten (10) days; or

(b) If Lessee shall default in the payment of any Additional Rent when due, and such default shall continue for ten (10) days; or

(c) If Lessee shall materially default in the performance of any other covenant, promise or agreement on the part of Lessee herein contained and such default shall continue for thirty (30) days following written notice from Lessor, or if such default or condition which gives rise thereto cannot with due diligence and good faith be cured within such 30-day period, if Lessee shall not in good faith and within the period of thirty (30) days commence upon the curing of such default and pursue the curing of same continuously and diligently and in good faith to the end that the same shall be cured within such minimum period in excess of thirty (30) days as may be reasonably necessary to cure such default through pursuing such curing promptly, diligently, continuously and in good faith; or

(d) If Lessee shall be adjudged bankrupt or if Lessee shall file or admit the jurisdiction of the court and material allegations contained in any petition in bankruptcy or any petition pursuant or purporting to be pursuant to the federal bankruptcy laws as now or hereafter amended, or Lessee shall institute any proceedings for any relief of Lessee under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or if Lessee shall make any assignment for the benefit of creditors or shall

apply for or consent to the appointment of a receiver for Lessee or any of the property of Lessee; or if decree or order appointing a receiver of the property of Lessee shall be made and such decree or order shall not have been vacated, stayed or set aside within sixty (60) days from the date of entry of granting thereof; or

(e) If Lessee shall abandon the Premises.

18.2. Remedies. Upon the occurrence of any Event of Default (as defined in Section 18.1 above), Lessor may, at its option, exercise any one or more or any combination of any one or more of the following remedies:

(a) Lessor may at any time during the continuance of such Event of Default terminate this Lease and declare the term hereof ended by giving Lessee written notice of such termination, stating the date upon which such termination shall take effect, which date shall not be earlier than fifteen (15) days from the date of giving such notice, whereupon this Lease and the term thereof shall expire and terminate on the date specified in such notice and Lessor shall thereupon have the right without further notice and either with or without process of law to re-enter the Premises and to remove and put out Lessee and to repossess the Premises;

(b) Lessor may at any time during the continuance of such Event of Default terminate the right to possession of the Premises, and any part thereof, by Lessee and all persons or other entities claiming by, through or under Lessee, by giving Lessee notice of such termination of possession, stating the date upon which such termination shall take effect (which date shall not be earlier than fifteen (15) days from the date of giving such notice), whereupon Lessee and all persons or other entities claiming by, through or under Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as provided in Section 18.3 hereof;

(c) Lessor may enforce the provisions of this Lease and may enforce and protect the rights of Lessor hereunder by suit or suits in equity or at law for the specific performance of any covenant or agreement herein contained or for the enforcement of any other appropriate legal or equitable remedy; and

(d) Lessor shall be entitled to recover from Lessee all the rentals and other sums payable by Lessee or for which Lessee may be obligated for the period up to and including the termination date, interest on any overdue amounts at the rate of twelve percent (12%) per annum, and all costs and expenses, including court costs and attorneys' fees incurred by Lessor in the enforcement of its rights and remedies hereunder, and any other damages which Lessor shall have sustained by reason of the breach of any of the covenants.

18.3. Reletting the Premises. Upon the termination of Lessee's right of possession without terminating this Lease or upon Lessor recovering possession of the Premises in the manner or in any of the circumstances mentioned herein, whether with or without legal proceedings, by reason of or based upon or arising out of a default under or breach of this Lease on the part of Lessee, Lessor may, but need not, at any time and from time to time, relet the

Premises or any part or parts thereof, for the account of Lessee or otherwise, and collect the rent therefor, applying the same first to the payment of such expenses as Lessor may have incurred in recovering possession of the Premises, including the legal expenses and attorneys' fees, and for putting the same into its original condition as of the Possession Date, ordinary wear and tear excepted, and all other expenses, commissions and charges paid, assumed or incurred by Lessor in or about reletting the Premises, including any renovation and/or alteration of the Premises necessitated thereby, and then to the fulfillment of the covenants of Lessee hereunder. Any such reletting herein provided for may be for the remainder of the term hereof as originally granted or for a longer or shorter period.

18.4. Notice. Lessee agrees that Lessee will upon notice of termination at once surrender possession of the Premises to Lessor, and Lessee expressly waives the service of any other notice of intention to terminate this Lease or of intention to re-enter which may be provided for by any statute or other law, and agrees that the occurrence of any of the Events of Default as set forth in Section 18.1 set forth shall, of itself upon service of the notice above provided for, constitute a forcible detainer by Lessee of said Premises within the meaning of Nebraska law. No receipt of moneys by Lessor from Lessee after any termination, howsoever occurring, of this Lease, or after the giving of any notice, shall reinstate, continue or extend the term of this Lease or affect any notice given to Lessee prior to the receipt of any such money.

18.5. Default by Lessor. In the event of any default by Lessor under this Lease, Lessee shall give Lessor written notice specifying such default, and Lessor shall thereupon have thirty (30) days from the date of such notice in which to cure any such default or to have begun reasonable efforts to cure the same, except that if such default cannot be cured within said 30-day period, the thirty (30) day period shall be extended for a reasonable additional period of time provided that Lessor commences to cure such default within said 30-day period. If Lessor fails to cure such default as herein provided, Lessee shall have available to it all remedies allowed in law and equity in the jurisdiction in which the Premises are located. In the event Lessor's default materially interferes with Lessee's use of the Premises, Lessee shall have the right to correct such default and deduct any costs incurred by Lessee to correct such defaults from the Base Rent and Additional Rent due hereunder.

19. Notices. All notices, demands and requests which may or are required to be given by either party shall be in writing. All notices, demands and requests shall be sent by United States registered or certified mail, postage prepaid, or by recognized overnight courier service or by personal delivery, addressed to Lessor or Lessee, at the address on the first page of this Lease, or at such other places as Lessor or Lessee may from time to time designate to the other in a written notice. Notices, demands and requests which shall be served upon Lessor or Lessee shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed by United States registered or certified mail, return receipt requested, as aforesaid in any post office or branch post office regularly maintained by the United States Government, or upon delivery to the courier service or upon personal delivery.

20. Definition of Certain Terms and Miscellaneous.

20.1. Definitions. For the purposes of this Lease, unless the context otherwise requires:

(a) As used herein, the singular number includes the plural and the masculine gender includes the feminine and the neuter.

(b) The expression "consent" shall mean written consent of the party involved and, in all such cases, such consent shall not be unreasonably withheld, delayed or denied.

(c) The term "Lessor's Costs" shall mean all costs paid or incurred by Lessor in connection with the construction and installation of the Improvements on the Real Estate, all as set forth in the Plans and Specifications as Lessor's Work and as limited by the GMP in the Construction Contract. Lessor's Costs shall include, without duplication, the following:

(i) All costs items and fees included in Lessor's Construction Contract with the Contractor, and outlined in the GMP, including, without limitation, material costs, labor/payroll costs, subcontract costs, and governmental fees, licenses and permits;

(ii) Construction period insurance and taxes;

(iii) General contractor fees as defined in the Contractor's Construction Contract and outlined in the GMP;

(iv) Documented professional fees, costs and expenses, including but not limited to architectural fees, engineering fees, design fees, accounting fees, and legal fees, but not to exceed \$60,000.00;

(v) The Alternate Items, if provided by Lessor;

(vi) Real estate costs as valued in Lessor's response to the RFP; and

(vii) All other costs paid or incurred in connection with the Improvements relating to construction and contemplated by the Plans and Specifications approved by Lessee and not specifically excluded by the terms of this Lease.

Notwithstanding the foregoing provisions of this Section 20.1(c), Lessor acknowledges and agrees that the following items shall not constitute "Lessor's Costs" for purposes of calculating Base Rent as set forth in Section 2.3 above:

(i) Construction period interest;

(ii) Development fees charged by Lessor or other third parties; and

(iii) Costs for correcting mistakes, damages, repairs, replacement or maintenance of the Improvements during construction caused by or necessitated by Contractor, Lessor, or their respective agents, subcontractors, vendors or employees, which Lessor acknowledges shall not be paid from any construction contingency that is included in the GMP

- (iv) Unused construction contingency amounts shown in the GMP;
- (v) Construction contingency costs in excess of those shown in the GMP;

(vi) Any other costs incurred by Lessor in connection with the construction and installation of the Improvements if the total cost for all such Improvements would result in the initial Base Rent exceeding \$20.00 per square foot after taking into consideration (A) the GMP and the other items set forth in this Section 20.1(c) above, minus (B) Lessee's Contribution (as defined below); provided, however, the \$20.00 per square foot limitation of Base Rent shall not apply if Lessor provides written notice to Lessee within five (5) business days after Lessor's receipt of the GMP as provided Section 1.1(c) above stating that the building contemplated by Lessee exceeds such \$20.00 per square foot limitation of Base Rent. Lessee shall have ten (10) business days after receipt of Lessor's notice in which to either (i) cause Lessee's Consultant to revise the Design Development drawings such that Contractor may reduce the GMP to an amount that will result in the initial Base Rent not to exceed \$20.00 per square foot, or (ii) if the Design Development drawings cannot or are not so revised, to provide Lessor with written notice that Lessee accepts a Base Rent in excess of such \$20.00 per square foot, or (iii) provide written notice to Lessor of Lessee's termination of this Lease.

(d) The term "Lessee's Contribution" shall mean the sum of \$400,000.00 paid by Lessee to Lessor in the following manner:

(i) A non-refundable \$100,000.00 upon full execution of this Lease; provided, however, a portion of such \$100,000 shall be refundable to the extent that either (A) Lessor in accordance with Section 20.1(c) above, or (B) Lessee in accordance with Section 20.1(c)(vi) above, terminates this Lease, in which case Lessor shall only retain such amount as needed to cover its documented costs incurred prior to such termination;

(ii) Up to \$150,000.00 on or after December 1, 2013; provided, however, Lessor must provide paid invoices to Lessee equal to at least \$100,000.00 for the Improvements made and up to \$50,000 for "Soft Costs" incurred by Lessor as of such date (which were not otherwise paid with monies from Section 20.1(d) above), where "Soft Costs" are defined as those costs identified in Sections 20.1(c)(i), (ii) and (iv) above;

(iii) \$150,000.00 on or after March 15, 2014; provided, however, Lessor must provide paid invoices to Lessee equal to at least \$2,000,000.00 for the Improvements made by Lessor as of such date; and

(iv) Lessee acknowledges and agrees that in the event Lessee terminates this Lease pursuant to Section 20.1(c)(vi) above, Lessor shall remain entitled to receive and retain any portions of Lessee's Contribution to which Lessor would otherwise be entitled pursuant to Section 20.1(d)(i) and (ii) for documented expenses incurred by Lessor prior to its receipt of Lessee's notice of termination.

20.2. Signage. Lessor acknowledges and agrees that Lessee may place or erect any signs it desires upon the Premises; provided that any such signs are in compliance with State law and the rules and regulations of the City of Omaha. Lessor also acknowledges that its construction of the Improvements shall include certain signage as set forth in the RFP. Any additional signage shall be at Lessee's sole expense.

20.3. Brokers. Each party represents and warrants that no brokers were utilized in negotiating or entering into this Lease, and neither party has agreed to pay any fees or commissions to any brokers, agents or third parties upon entering into this Lease. Each party hereby agrees to indemnify, defend and hold the other party harmless from and against any and all claims for fees or commissions arising from brokers, agents or third parties due to the actions of such indemnifying party.

20.4. Binding Effect; Counterparts. Until such time as both Lessor and Lessee execute this Lease, each party acknowledges that it shall be construed as an offer to lease by Lessor to Lessee. Lessor also acknowledges that Lessee shall not be authorized to enter into this Lease until such time as the Coordinating Council for the Lessee provides such authorization, and such authorization is subject to a public hearing in accordance with law. This Lease may be executed in counterparts, each of which shall be deemed to be an original and all of which together will constitute one and the same instrument.

20.5. Entire Agreement; Memorandum of Lease. This Lease and Exhibit "A" attached hereto contain all the agreements, representations and conditions made by and between the parties hereto. No provision of this Lease shall be changed orally or waived, modified, discharged or amended except by a writing duly signed by the party to be charged therewith. If requested by Lessee, Lessor shall enter into a Memorandum of Lease suitable for recording in Douglas County, Nebraska, to reflect Lessee's leasehold interest as set forth herein.

20.6. Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

20.7. Time. Each of the undersigned hereby agrees that "time is of the essence" with regard to each party's performance of their obligations under the terms of this Lease and each and all of its provisions in which performance is a factor.

20.8. Relationship. The relationship between the parties hereto is that of Lessor and Lessee, and Lessee any suggestions arising out of anything herein contained that the relationship between the parties is that of master and servant, or principal and agent, or of a partnership or joint venture, or that either party is in any way liable for the debts, obligations or liabilities of the other party, is hereby expressly negated.

20.9. Estoppel. Lessee shall at any time and from time to time upon not less than twenty (20) days' prior written request from Lessor, execute, acknowledge and deliver to Lessor a written statement certifying that Lessee has accepted the Premises, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that Lessor is not in default

hereunder and the date to which the rental and other charges have been paid in advance. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser of the Premises, mortgagee of the Premises, and their respective successors and assigns. In the event that Lessee requests a similar estoppel certificate from Lessor, Lessor shall, upon not less than twenty (20) days' prior written request from Lessee, execute, acknowledge and deliver to Lessee a similar written statement.

20.10. Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

20.11. Choice of Law. This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska. In the event of any dispute between the parties with regard to the terms of this Lease, each party hereby acknowledges and agrees that the courts located in Douglas County, City of Omaha, Nebraska, shall have proper jurisdiction (whether at the federal, state or county level).

[The Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, Lessor and Lessee have respectively set their names and seals hereunto as of the day and year first above written.

LESSOR:
OMAHA ECONOMIC DEVELOPMENT
CORPORATION

BY: Michael B. Maroney
ITS: President
8-23-13

LESSEE:
LEARNING COMMUNITY OF SARPY AND
DOUGLAS COUNTIES

BY: Grant Anton
ITS: CEO Learning Community
8/23/13

SCHEDULE 1.4

ALTERNATE ITEMS

1. All Kitchen Equipment
2. All Playground Equipment

EXHIBIT "A"

RFP

EXHIBIT "B"
CONSTRUCTION TIMELINE

OEDC - Learning Community Center

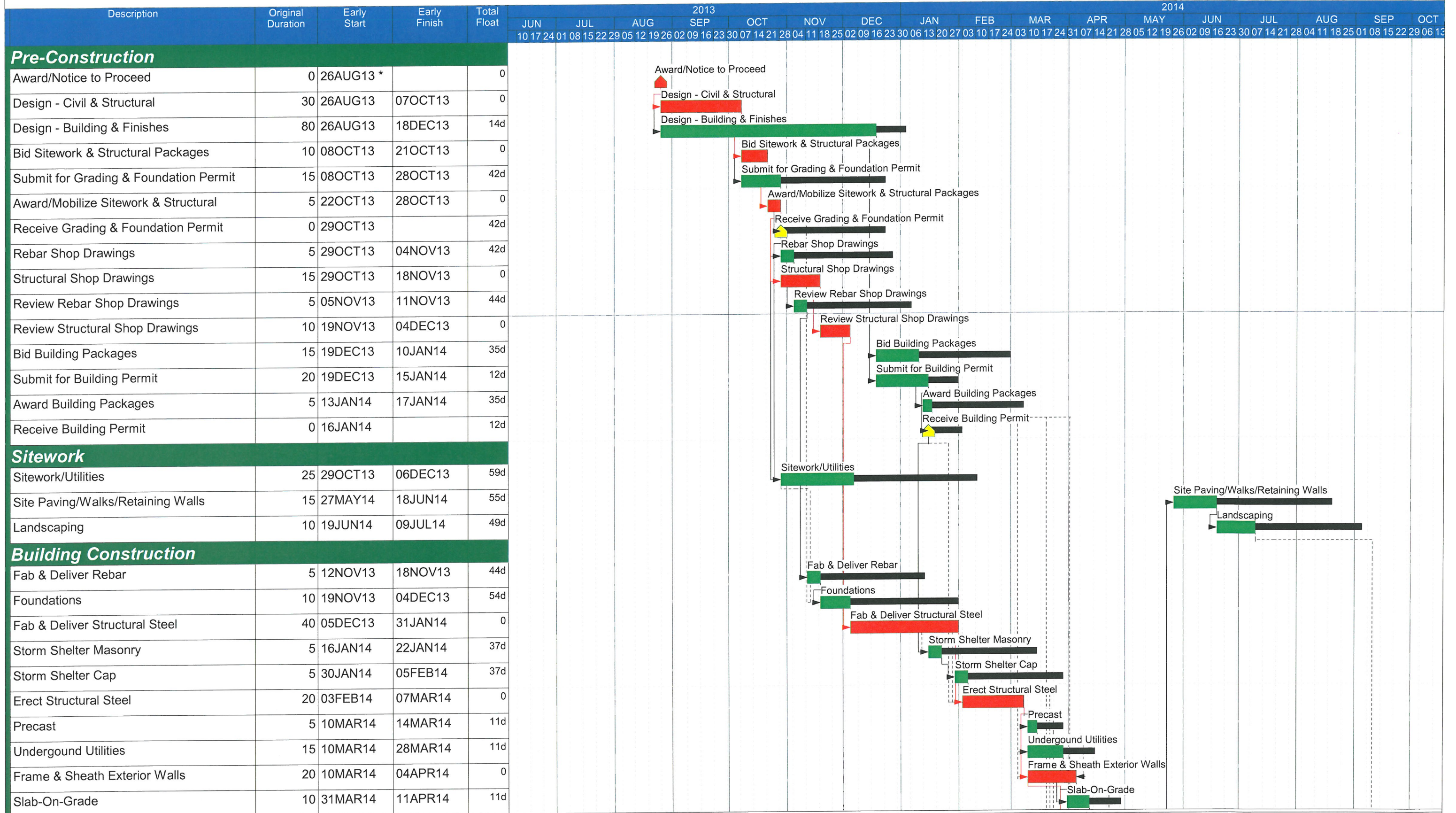


EXHIBIT “C”

ESTIMATED CONSTRUCTION ITEMS AND VALUES

**Learning Community
Source & Use of Funds**

Sources:

Permanent Loan	3,676,460	
Equity	575,000	
Learning Community	400,000	
		<hr/>
Total Sources:	4,651,460	

Uses:

Land	125,000	125,000
Building Construction	3,540,180	3,140,180
Construction Contingency	456,820	456,820
Utilities	5,000	5,000
Playground Equipment	100,000	100,000
Kitchen Equipment	50,000	50,000
Engineering	15,000	15,000
Consultant	20,000	20,000
Testing	15,000	15,000
Environmental Study	2,400	2,400
Appraisal	3,500	3,500
Construction Interest	121,460	-
Construction Period Taxes	470	470
Developer Fee	130,000	-
Title & Recording	6,140	6,140
Financing Fees	45,490	45,490
Legal	15,000	15,000
	<hr/>	<hr/>
Total Uses	4,651,460	4,000,000
Return-Annual Base Rent-10%		400,000.00

OEDC - Learnign Center

Standard Estimate Report

Estimate 8

Project name	OEDC - Learnign Center
Estimator	RAZ
Labor rate table	Standard Labor
Equipment rate table	Standard Equipment
Job size	20400 sf
Bid date	5/24/2013 2:00 PM
Report format	Sorted by 'MF-L1/MF-L2' 'MF-L2' summary Allocate addons

OEDC - Learnign Center

Standard Estimate Report

Description	Quantity	Total
		Amount
01 General Requirements		
01-10-00	General Requirements	272,455
01-21-00	SWPPP	10,389
01-40-00	Quality Requirements	15,584
		298,428
01 General Requirements		
6,170.583	Labor hours	
4,098.00	Equipment hours	
03 Concrete		
03-20-00	Reinforcing	10,180
03-30-00	CIP Concrete	178,426
03-35-17	Concrete Sealer	252
03-45-00	Precast Architectural Concrete	60,310
03-60-00	Grouting	4,112
		253,279
03 Concrete		
92.50	Labor hours	
04 Masonry		
04-01-00	Masonry	120,931
		120,931
04 Masonry		
05 Metals		
05-10-00	Structural Metal Framing	289,803
05-40-00	Cold-formed Framing	86,439
		376,242
05 Metals		
06 Wood, Plastics & Composites		
06-20-00	Finish Carpentry	81,417
06-61-16	Solid Surface Fabrications	36,258
06-82-00	FRP Panels	2,761
		120,436
06 Wood, Plastics & Composites		
323.00	Labor hours	
07 Thermal & Moisture Protection		
07-10-00	Dampproofing & Waterproofing	2,493
07-20-00	Thermal Protection	21,610
07-21-00	Thermal Insulation	16,761
07-46-00	Siding	58,180
07-50-00	Membrane Roofing	169,553
07-61-00	Metal Roofing	20,779
07-71-33	Roof Hatches	2,952
07-92-00	Joint Sealants	12,467
07-95-00	Expansion Control	8,030
		312,824
07 Thermal & Moisture Protection		
95.50	Labor hours	
08 Openings		
08-10-00	Doors, Frames & Hardware	69,413
08-31-00	Access Doors & Panels	1,584
08-43-13	Aluminum-Framed Storefronts	150,125
08-80-00	Glazing	2,618
		223,739
08 Openings		
335.000	Labor hours	
09 Finishes		

OEDC - Learnign Center

Standard Estimate Report

Description	Quantity	Total
		Amount
09-21-16	Gypsum Board Assemblies	112,369
09-30-00	Tiling	67,863
09-51-00	Acoustical Ceilings	36,690
09-60-00	Floors	109,747
09-72-00	Tackable Wall Covering	30,295
09-91-00	Painting	34,245
09 Finishes		391,208
15.91	Labor hours	
10 Specialties		
10-11-00	Visual Display Surfaces	12,301
10-14-00	Signage	10,389
10-21-00	Toilet Compartments	19,074
10-22-26	Operable Partitions	12,467
10-26-00	Corner Guards	8,152
10-28-13	Toilet Accessories	6,308
10-44-16	Fire Extinguishers	1,571
10-57-00	Wardrobe & Closet Specialties	1,043
10 Specialties		71,306
361.333	Labor hours	
11 Equipment		
11-30-00	Residential Equipment	4,611
11-52-00	Audio Visual Equipment	5,335
11 Equipment		9,946
4.00	Labor hours	
12 Furnishings		
12-48-00	Rugs & Mats	12,124
12 Furnishings		12,124
35.25	Labor hours	
21 Fire Suppression		
21-00-00	General Fire Suppression Requirements	31,791
21 Fire Suppression		31,791
22 Plumbing		
22-00-00	General Plumbing Requirements	140,255
22 Plumbing		140,255
23 HVAC		
23-00-00	General HVAC Requirements	254,329
23 HVAC		254,329
26 Electrical		
26-00-00	General Electrical Requirements	392,766
26 Electrical		392,766
31 Earthwork		
31-20-00	Earthwork	38,984
31-23-19	Dewatering	2,078
31-25-00	Erosion & Sedimentation Control	7,792
31-31-16	Termite Control	2,755

OEDC - Learnign Center

Standard Estimate Report

Description	Quantity	Total
		Amount
31 Earthwork		51,609
116.00	Labor hours	
116.00	Equipment hours	
 32 Sitework		
32-13-00	Rigid Paving	175,772
32-17-00	Resilient Surfacing	16,747
32-17-23	Pavement Markings	1,513
32-31-00	Fencing	14,763
32-32-00	Retaining Walls	30,102
32-85-00	Lawn Sprinkler Irrigation	15,584
32-90-00	Landscaping	32,207
32-92-00	Turf & Grasses	10,352
32 Sitework		297,040
3,063.56	Labor hours	
 33 Utilities		
33-10-00	Water Utilities	8,623
33-30-00	Sanitary Utilities	9,350
33-40-00	Storm Water Utilities	123,842
33 Utilities		141,815
266.78	Labor hours	

OEDC - Learnign Center

Standard Estimate Report

Estimate Totals

Description	Amount	Totals	Hours	Cost per Unit	Percent of Total
Labor	134,907		10,879.416 hrs	6.613 /sf	3.81%
Material	534,836			26.217 /sf	15.11%
Subcontract	2,775,295			136.044 /sf	78.39%
Equipment	55,016		4,214.000 hrs	2.697 /sf	1.55%
Other	<u>13</u>			<u>0.001 /sf</u>	<u>0.00%</u>
	3,500,067	3,500,067		171.572 /sf	98.87
Builders Risk Insurance	<u>4,096</u>			<u>0.201 /sf</u>	<u>0.12%</u>
	4,096	3,504,163		171.773 /sf	0.12
Building Permit Etc. Omaha	9,000			0.441 /sf	0.25%
Surety Bond	<u>27,017</u>			<u>1.324 /sf</u>	<u>0.76%</u>
	36,017	3,540,180		173.538 /sf	1.02
Total		3,540,180		173.538 /sf	