

EXHIBIT A

THE PREMISES
Williamsburg Village
3540 Village Drive, Suite 200
Lincoln, Nebraska 68516

Approximately 1,780 Leaseable Square Feet

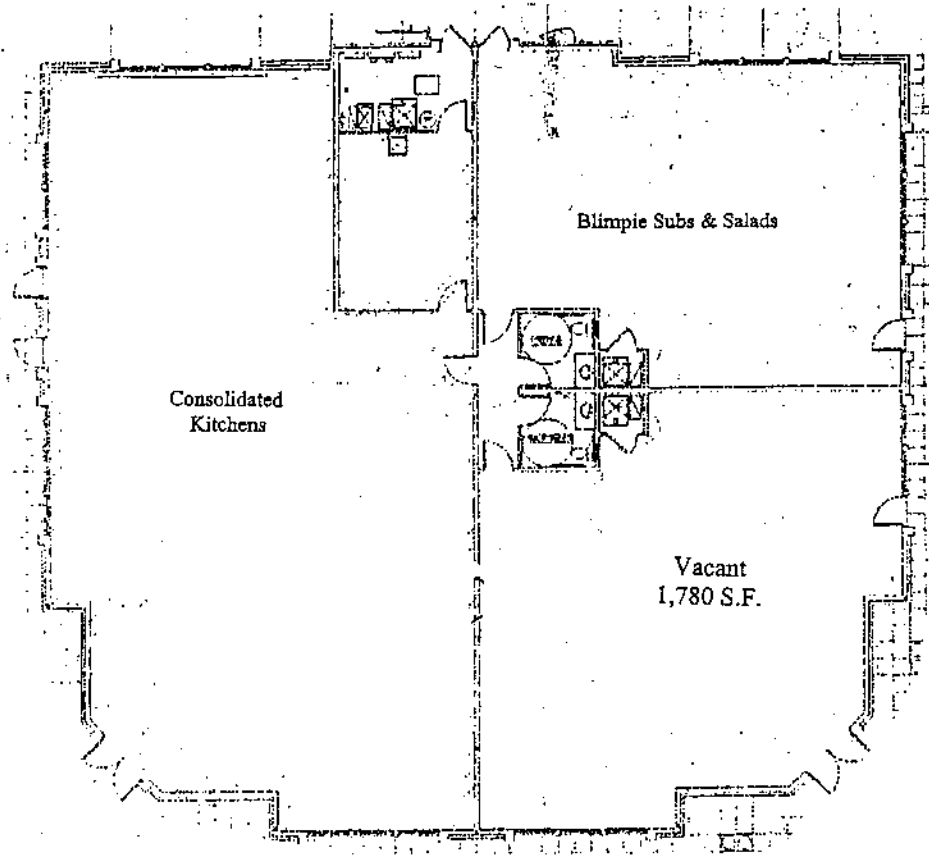


EXHIBIT B

**LEGAL DESCRIPTION OF THE LAND
Lot 5 Williamsburg Village North 12th Addition
Lincoln, Nebraska**

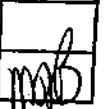
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EXHIBIT C
TENANT FINISH IMPROVEMENTS

- NEW ELECTRICAL OUTLETS TO COUNTER HEIGHT IN TANNING AREA: OFFERS DRYER
- BRING PARTITION WALL HEIGHT TO 9' (LANDLORD EXPENSE)

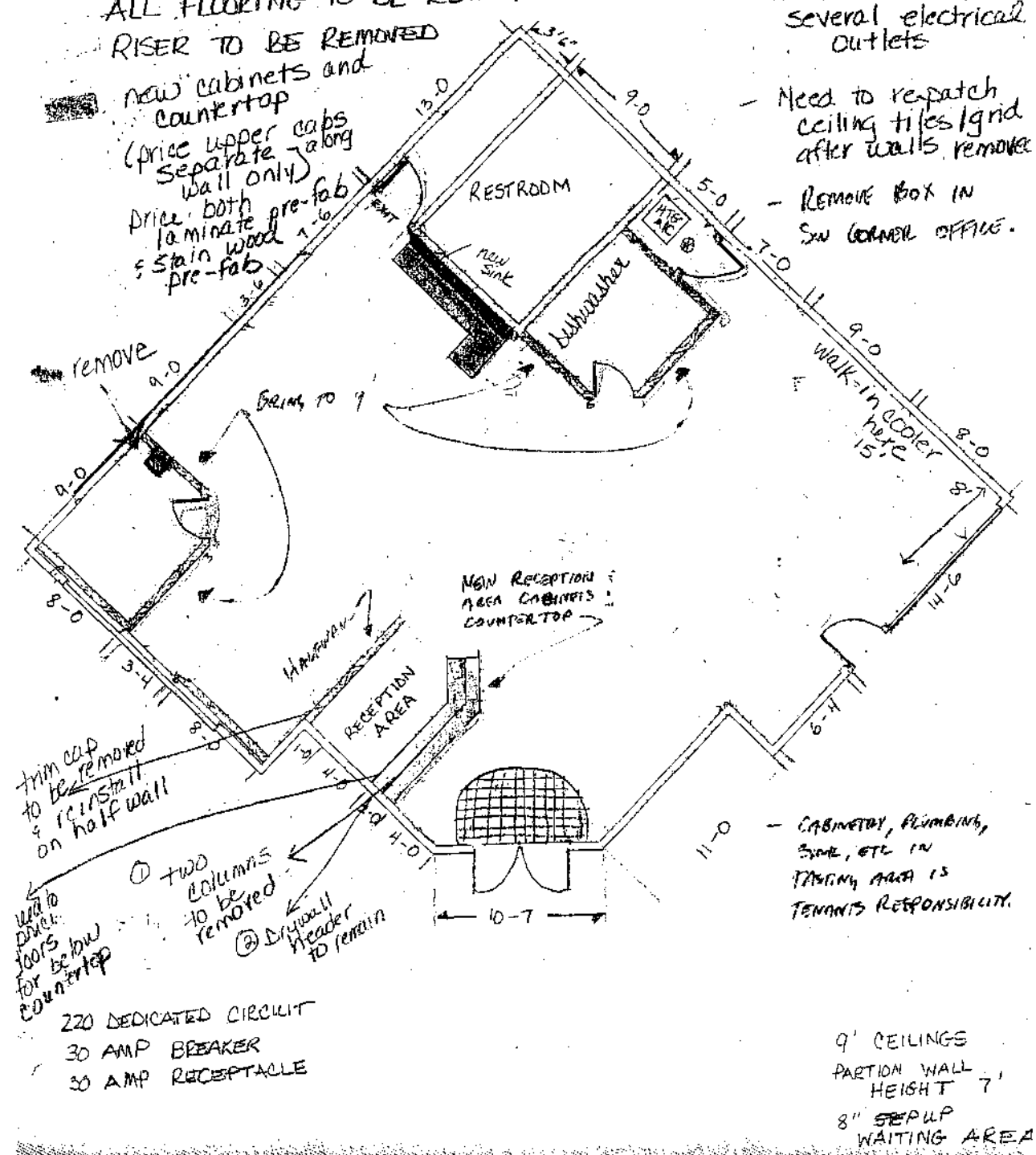
Existing - remains
Existing full wall height to be a half wall height

ALL FLOORING TO BE REMOVED

RISER TO BE REMOVED

new cabinets and countertop
(price upper cabs separate wall only)
price both laminate & stain wood pre-fab

- NEW CARPET #1800 s.v installed
- New tile in entry
- Will need to move several electrical outlets
- Need to re-patch ceiling tiles / grid after walls remove
- Remove box in SW CORNER OFFICE.



220 DEDICATED CIRCUIT
30 AMP BREAKER
30 AMP RECEPTACLE

9' CEILINGS
PARTITION WALL HEIGHT 7'
8" SETUP WAITING AREA

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km
ms

EXHIBIT D

RULES AND REGULATIONS Williamsburg Village Lincoln, Nebraska

1. All areas of the Building other than those under lease to Tenants shall be under the sole and absolute control of the Landlord. The sidewalks, halls, passages, exits, entrances, elevators and stairways of the Building will not be obstructed by any tenants or used by any of them for any purpose other than for ingress to and egress from their respective premises. These areas are not open to the general public, and Landlord will in all cases retain the right to control and prevent access to such areas to all persons whose presence in the judgment of the Landlord would be prejudicial to the safety, character, reputation and interests of the Building, provided that nothing in these Rules and Regulations will be construed to prevent such access to persons with whom any Tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. Tenants and other persons may not go upon the roof of the Building.
2. Landlord retains absolute control over the exterior appearance of the Building and the exterior appearance of any Premises as viewed from the exterior of the Building or corridors, and Tenant shall not, without Landlord's prior written consent, install or permit to be installed any lighting, paintings, drapes, blinds, shades, signs, lettering, placards, decorations or advertising medial of any type which can be viewed from the exterior of the Building or corridors. If Tenant obtains permission and installs any of the above items, such Tenant shall not make any changes, alterations or modifications to said items without the prior written consent of Landlord, and such Tenant shall maintain such items at its expense in a neat and orderly manner. In the event of the violation of this Rule by Tenant, Landlord may remove the violating items without any liability, and may charge the expense incurred by such removal to the Tenant or Tenants violating this Rule.
3. No Tenant will permit the Premises to be used for lodging or sleeping or for any immoral or illegal purpose. No Tenant will use or permit the use of the Premises in any manner which involves the unusual risk of injury to any person.
4. When electric wiring of any kind is introduced into the Building, it must be connected as directed by Landlord, and no boring or cutting for wires will be allowed without the consent of the Landlord. The location of telephone boards shall be prescribed by the Landlord.
5. No cooking will be done or permitted by any Tenant on the Premises, except in areas of the Premises which are specially constructed for cooking and except that use by the Tenant of Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages will be permitted, provided that such use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations.
6. No Tenant will occupy or permit any portion of the Premises to be occupied for the possession, storage, manufacture, or sale of liquor or narcotics, in any form, or as a barber or manicure shop. No tenant shall conduct any auction in the Building. Except with the prior written consent of Landlord, Tenants shall not sell or permit the sale of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise in or on its Premises, nor shall any Tenant carry on, or permit or allow any employee or other person to carry on, in or from its Premises, the business of stenography, typewriting, word processing or any similar business for the services or accommodation of other Tenants or the public.
7. The toilet rooms, toilets, urinals, wash basins and other plumbing fixtures will not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other foreign substances will be thrown in such plumbing fixtures. All damages resulting from any misuse of the fixtures will be borne by the Tenant who, or whose employees, agents, visitors or licensees caused the same. Tenant will give prompt notice of any accident to, or defects in, the Building, including plumbing, water pipes, electric wire or heating apparatus, so that same may be attended to promptly.
8. No Tenant will in any way deface any part of the Premises or the Building.
9. No Tenant will alter, change, replace or rekey any lock or install a new lock or a knocker on any door of the Premises. Landlord, its agents or employees, will retain a pass (master) key to all door locks on the Premises. Any new door locks required by Tenant or any change in keying of existing locks will be installed or changed by Landlord following Tenant's written request to Landlord, and will be at Tenant's expense. All new locks and rekeyed locks will remain operable by Landlord's pass (master) key. Landlord will furnish each Tenant, free of charge, with two (2) keys to each door lock on the Premises, and two (2) Building entry keys. Landlord will have the right to collect a reasonable charge for additional keys requested by any Tenant. Each Tenant, upon termination of its tenancy, will deliver to Landlord all keys for the Premises and Building.
10. The persons employed to move Tenant's equipment, material, furniture or other property in or out of the Building must be acceptable to Landlord. The moving company must be a locally recognized professional mover, whose primary business is the performing of relocation services, and must be bonded and fully insured. A certificate or other verification of such insurance must be received and approved by Landlord prior to the start of any moving operations. Insurance must be sufficient in Landlord's sole opinion, to cover all personal liability, theft or damage to the Project, including, but not limited to, floor coverings, doors, walls, elevators, stairs, foliage and landscaping. All moving operations will be conducted at such times and in such manner as Landlord will direct, and all moving will take place during non-business hours unless Landlord agrees in writing otherwise. Tenant

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be responsible for the provision of Building security during all moving operations, and will be liable for all losses and damages sustained by any party as a result of the failure to supply adequate security.

11. No Tenant will use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible or explosive fluid or material or chemical substance other than limited quantities of such materials or substances reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in Tenant's normal operations in the Premises. Without Landlord's prior written approval, no Tenant will use any method of heating or air conditioning other than that supplied by Landlord. No Tenant will use or keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors or vibrations, or interfere in any way with other Tenants or those having business in the Building. No Tenant will be permitted to place or install any object (including, without limitation, radio and television antenna, loud speakers, sound amplifiers, microwave dishes, solar devices, or similar devices) on the exterior of the Building or on the roof of the Building.

12. Landlord will have the right, exercisable upon notice and without liability to any Tenant to change the name and street address of the Building.

13. Tenant will not bring any animals or birds into the Building, and will not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by Landlord for such purposes. Hand trucks not equipped with rubber tires and side guards will not be used in the Premises or corridors of the Building.

14. Each Tenant will store all its trash and garbage within its Premises. No material will be placed in the trash receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal will be made only in Building or Project trash receptacles provided for such purposes. No furniture, appliances, equipment, flammable products, or infectious medical waste of any type may be disposed of in the Building or Project trash receptacles.

15. Canvassing, peddling, soliciting, and distribution of handbills or any other written materials in the Building or Project are prohibited, and each Tenant will cooperate to prevent the same.

16. The requests for services and requirements of the tenants will be attended to only upon application by written, personal or telephone notice at the office of the Landlord or Landlord's managing agent. Employees of Landlord, or Landlord's managing agent, are instructed to not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

17. A directory of the Building will be provided for the display of the name and location of tenants only. All entries on the building directory display will conform to standards and style set by Landlord in its sole discretion. Space on any exterior signage will be provided in Landlord's sole discretion. No tenant will have any right to the use of any exterior sign.

18. Tenant will see that the doors of the Premises are closed and locked and that all water faucets, water apparatus and utilities are shut off before Tenant or Tenant's employees leave the Premises, so as to prevent waste or damage, and for any default or carelessness in this regard Tenant will make good all damages and/or injuries sustained by other tenants or occupants of the Building or Landlord. On multiple-tenancy floors, all Tenants will keep the doors to the Building corridors closed at all times, except for ingress and egress.

19. Tenant will conduct itself in any manner which is inconsistent with the character of the Building as a first quality building or which will impair the comfort and convenience of other tenants in the Building.

20. Landlord will not be liable for any loss or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the Parking Areas, resulting from fire, theft, vandalism, accident, conduct of other users of the Parking Areas and other persons, or any other casualty or cause. Further, Tenant understands and agrees that (a) Landlord will not be obligated to provide any traffic control, security protection or operator for the Parking Areas; (b) Tenant uses the Parking Areas at its own risk; (c) Landlord will not be liable for personal injury or death, or theft, loss of or damage to property. Tenant indemnifies and agrees to hold Landlord, employees and agents harmless from and against any and all claims, demands, and actions arising out of the use of the Parking Areas by Tenant, its employees, agents, invitees, and visitors, whether brought by any of such persons or any other person.

21. Tenant (including Tenant's employees, agents, invitees, and visitors) will use the Parking Spaces solely for the purpose of parking passenger model cars, small vans and small trucks. The Parking Areas may be used by Tenant, its agents or employees, for occasional overnight parking of vehicles. Tenant to the best of its ability will ensure that any vehicle parked in any of the Parking Spaces will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline.

22. Tenant's right to use the Parking Areas will be in common with other tenants of the Project and with other parties permitted by Landlord. Landlord reserves the right to assign and reassign, from time to time, particular Parking Spaces for use by persons selected by Landlord provided that Tenant's rights under the Lease are preserved. Landlord will not be liable to Tenant for any unavailability of Tenant's designated spaces, if any, nor will any unavailability entitle Tenant to any refund, deduction, or allowance. Tenant will not park in any numbered space or any space designated as: RESERVED, HANDICAP PARKING ONLY, VISITORS ONLY, or LIMITED TIME PARKING (or such similar designation). Tenant's inability to use the Parking Spaces will not subject Landlord to any liability to Tenant and will not relieve Tenant of any of its obligations under the Lease and the Lease will remain in full force and effect. Tenant will pay to Landlord upon demand any and all loss or damage to the Parking Areas, or any equipment, fixtures, or signs used in connection with the Parking areas and any adjoining buildings or structures caused by Tenant or any of its employees, agents, invitees, or visitors.

23. Tenant has no right to assign or sublicense any of its rights in the Parking Spaces, except as part of a permitted assignment or sublease of the Lease.

24. No act or thing done or omitted to be done by Landlord or Landlord's agent during the term of the Lease in connection with the enforcement of these Rules and Regulations will constitute an eviction by Landlord of any Tenant now will it be deemed an acceptance of surrender of the Premises by any Tenant, and no agreement to accept such termination or surrender will be valid unless in writing signed by Landlord.

25. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or tenants, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of any other Tenant or tenants, nor prevent Landlord from enforcing any such Rules and Regulations against any or all of the Tenants of the Building after such waiver.

26. These Rules and Regulations are in addition to, and will not be construed to modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Building.

~~Tenant shall have right in use of parking stall
directly in front of EAST ENTRANCE FOR LOADING/UNLOADING
and use of shipping/receiving carting needs at
tenant's discretion. Stall will have designation of "15
" 15 minute parking" in plan view AT LANDLORD'S EXPENSE.~~

NOT
AGREED
TO
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