

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into as of April 13, 2009, by and between the City of Lincoln, Nebraska, a municipal corporation (hereinafter referred to as “City”), Neighborhoods, Inc., a Nebraska non-profit corporation, a/k/a NeighborWorks® Lincoln (hereinafter referred to as “NWL”) and Matt Talbot Kitchen & Outreach, Inc., a Nebraska non-profit corporation (“MTKO”).

RECITALS

A. The City owns the former Carnegie Library building and adjacent real estate located at 2121 North 27th Street in Lincoln, Lancaster County, Nebraska and legally described as Lot 1, B.A. Schmeichel Addition, Lincoln, Lancaster County, Nebraska (“Lot 1”);

B. The City and Matt Talbot Kitchen & Outreach, Inc., a Nebraska non-profit corporation (“MTKO”) have entered into a Real Estate Sales Agreement and a City Of Lincoln Redevelopment Agreement (Matt Talbot Kitchen and Outreach Project) (collectively “MTKO Redevelopment Documents”) for the potential sale of Lot 1 to MTKO and the redevelopment of Lot 1 by the City and MTKO;

C. The City owns the South 102 feet of Lot 7 and all of Lot 8, Block 17, Kinney’s O Street Addition, Lincoln, Lancaster County, Nebraska. NWL owns Lots 1 – 6, the north 40 feet of Lot 7, and all of Lots 9 – 12, Block 17, Kinney’s O Street Addition, Lincoln, Lancaster County, Nebraska;

The City and NWL have entered into a City of Lincoln Redevelopment Agreement (Antelope Village Project) for the potential sale of the South 102 feet of Lot 7 and all of Lot 8, Block 17, Kinney's O Street Addition, to NWL in order to implement the Antelope Village redevelopment project for the redevelopment of the block between 23rd and 24th Streets and "P" and "Q" Streets. Phase 1 of the project will include the construction of 6 residential townhome units and approximately 18,000 square foot office/condominium building for NWL office space, community room, workout facilities and 8 residential condominium units. Phase 2 of the project will include the construction of 12 townhouses for homeownership;

D. NWL has occupied the Carnegie Library property under an unexecuted lease since 1997 for the public purpose of offering homebuyer training, loan counseling, neighborhood revitalization activities, and as a meeting room for the Neighborhood Associations of Clinton, Hartley, and Malone. NWL is desirous of entering into a written Lease with the City in order to utilize the Premises as defined in Exhibit "A", which is attached hereto and incorporated herein by this reference, for such purposes until NWL's new office building is constructed as part of the Antelope Village redevelopment project and is available for occupancy or a satisfactory temporary office location can be found and implemented, whichever occurs first;

E. The City is agreeable to leasing the Premises to NWL for such purposes, provided that NWL covenants and agrees that the expiration of the

Lease does not make NWL a “displaced person” entitled to relocation assistance under state and and/or federal law; and

F. The City and NWL desire to specify the terms of the lease of the Premises by NWL and the terms by which NWL agrees to accommodate the redevelopment of Lot 1 by the City and MTKO pursuant to the MTKO Redevelopment Documents.

NOW, THEREFORE, in consideration of the terms and covenants contained herein, NWL as tenant and the City as landlord hereby agree as follows:

Article I

Basic Lease Terms

1. Lease of Premises. The City hereby leases to NWL and NWL hereby leases from the City the “Premises” more particularly defined as the applicable Phase 1 Premises, Phase 2 Premises and Phase 3 Premises in Exhibit “A”.

2. Term of Lease.

a. Primary Term. The Primary Term of the Lease shall commence on the 1st day of May, 2009, and expire at midnight on the 31st day of March, 2010.

b. Extended Terms. Upon the satisfactory performance of the Primary Term of this Lease, NWL shall have six (6) options (collectively “Extension Options”) to extend the term (“Extended Term”) of this Lease. The exercise of an Extension Option shall

operate to extend this Lease for one additional month upon the same terms and conditions. NWL may exercise any Extension Option to extend the Primary Term of this Lease by sending notice thereof to the City at least thirty (30) days prior to the expiration of the Primary Term and any subsequent Extended Term.

3. Rent. NWL agrees to pay for the Lease of the Premises: Base rent in the amount of One Dollar (\$1.00) for the Primary Term and One Dollar (\$1.00) per Extended Term or any fraction thereof, plus Additional Rent as provided for in Paragraph 4 and Paragraph 17 below.

4. Vacation of Premises; City Early Termination, Lease Expiration.

a. Upon termination of this Lease or expiration of the Primary Term or any Extended Term of this Lease, NWL shall immediately vacate the Premises, remove all its property there from and leave the Premises in the condition required by the terms of this Lease. Any property not removed may be removed by City and stored at NWL's sole cost and expense and NWL shall be liable for all costs of removal.

b. Notwithstanding anything hereunder to the contrary, the City may terminate this Lease prior to the stated expiration date of the Primary Term or the expiration date of any Extended Term, upon a minimum of **ninety (90)** days written notice to NWL of such early termination date ("City Early Termination"). In the event of such City Early Termination, NWL shall be reimbursed by the City

for NWL's actual and reasonable relocation costs but not to exceed Thirty Thousand and No/100ths Dollars (\$30,000.00)("Relocation Assistance Payment"). In consideration of the Relocation Assistance Payment, NWL hereby completely, finally and forever waives and releases any and all NWL's rights, title and interest it may have, if any, for any relocation assistance and any related compensation, allowance, claim, or offset of any kind against the City as damages or otherwise under the terms of any federal, state or local relocation assistance law, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (42 U.S.C. § 4601 et. seq.) and the Nebraska Relocation Assistance Act (Neb Rev. Stat., Section 76-1214 et seq.) to cover the costs incurred by NWL to relocate its operations (collectively "Relocation Assistance Claims"). In the event NWL's rights, title and interest in the Relocation Assistance Claims or Relocation Assistance Payments in excess of Thirty Thousand Dollars (\$30,000.00) cannot be waived or released, then NWL hereby agrees to pay the City any equivalent amount as the required Additional Rent for the lease of the Premises.

- c. Notwithstanding anything hereunder to the contrary, NWL may terminate this Lease prior to the stated expiration date of the Primary Term or the expiration date of any Extended Term, upon a

minimum of **ninety (90)** days written notice to the City of such early termination date (“NWL Early Termination”). In the event of such NWL Early Termination, then NWL, on behalf of itself and its successors and assigns, hereby completely, finally and forever waives and releases any and all NWL’s Relocation Assistance Claims. In the event NWL’s rights, title and interest in the Relocation Assistance Claims cannot be waived or released, then NWL hereby agrees to pay the City any equivalent amount as the required Additional Rent for the lease of the Premises.

- d. Except for the City Early Termination described in Paragraph 4b above, in the event the Lease is terminated by the City as provided in Article 1 or expires on the stated expiration date of the Primary Term or the expiration of any Extended Term, then NWL, on behalf of itself and its successors and assigns, hereby completely, finally and forever waives and releases any and all NWL’s Relocation Assistance Claims. In the event NWL’s rights, title and interest in the Relocation Assistance Claims cannot be waived or released, then NWL hereby agrees to pay the City any equivalent amount as the required Additional Rent for the lease of the Premises.

5. Maintenance and Repairs.

- a. NWL agrees at its own cost and expense to keep and maintain the Premises, including the HVAC systems and related equipment, the building electrical system and related equipment, and the

plumbing system and fixtures therein (collectively “Building Systems”), in a first class, properly functioning safe, orderly and sanitary condition and will suffer no waste or injury thereto. City, at its own costs and expense will make all necessary repairs or replacements to said Building Systems in or on the Premises. At the expiration or other termination of this Lease, NWL will leave the Premises, Building Systems and all improvements in the same, order, and condition in which they were at the beginning date of this Lease, ordinary wear and tear and casualty damage to the extent covered by insurance excepted.

- b. The City shall make all structural repairs to the building and/or the Premises at City’s expense, including but not limited to the outer walls and roof.
- c. NWL agrees to pay all charges for utilities, specifically including, but not limited to, the cost for trash removal, that should become due on the Premises during the term of this Lease.
- d. NWL agrees to pay for all janitorial services, snow removal services and lawn maintenance expenses for the Premises during the term of this Lease, subject to Paragraph 16 below.
- e. NWL shall not deliberately or negligently destroy, deface, damage or impair any part of the Premises and shall otherwise maintain the Premises, including the building and fixtures, in such repair as the same are at the commencement of the term of this Lease or

may be put in during the continuance of said term, reasonable wear and tear and damage by fire or other unavoidable casualty to the extent covered by insurance, only excepted, and will replace all glass thereof broken during said term with glass of the same size and quality. In its use and maintenance of the Premises, NWL agrees to comply with all applicable city codes and ordinances and applicable state statutes, and NWL will keep the Premises occupied and used by NWL clean and safe, free from danger of fire, and will keep the sidewalks free from ice and snow. At the end of NWL's term, NWL will surrender to the City the peaceful possession of said Premises in as clean and good a condition as when the Lease commenced, ordinary wear and tear, providential destruction, and any changes made by the City excepted.

6. Insurance and Waiver of Subrogation. The City shall secure, pay for, and maintain insurance providing coverage of the building and improvements therein, exclusive of personal property of NWL, in an amount equal to the full insurable value thereof (as determined by the City) and insuring against the perils of fire, extended coverage, vandalism, and malicious mischief.

NWL shall at all times during the term of this Lease, and at its own cost and expense, procure and continue in force the following insurance coverage:

- a. Bodily injury and property damage liability insurance with a combined single limit for bodily injury and property damage of not

less than \$1,000,000.00, including a contractual liability endorsement; and

- b. Fire and extended coverage insurance, including vandalism and malicious mischief coverage, in an amount equal to the full replacement value of all personal property of NWL.

Such insurance policies shall name the City as an additional insured, and may, at NWL's election, be carried under any general blanket coverage of NWL. All insurance required under this paragraph shall be written by reputable, responsible companies licensed in the state of Nebraska. The City and NWL each hereby waives subrogation against the other, their employees and visitors under the foregoing policies, and each hereby agrees to provide the other, a written waiver of subrogation issued by their respective insurers. It is agreed that such waiver shall be effective notwithstanding any other provisions of this Lease.

7. Indemnification. NWL agrees to indemnify and hold the City harmless from and against any and all claims of any kind or nature arising from NWL's use of the Premises during the term hereof, and NWL hereby waives any and all claims against the City for damage to goods, wares or merchandise, or for injury to persons in and upon the Premises, from any cause whatsoever, except as such might result from the gross negligence of the City or the City's representatives or from failure of the City to perform its obligations hereunder. NWL agrees to comply with all applicable rules and regulations of government agencies with authority over the Premises.

8. Property Rights. NWL shall not make any alterations or additions in or to the Premises without the written consent of the City. All furniture and equipment which have been or may be installed on the Premises by NWL shall continue to be the property of NWL and NWL shall, at its own expense, repair any injury to the Premises resulting from the removal of such furniture and equipment. Any fixtures which have been permanently installed on the Premises shall become the property of the City upon such installation. Provided, however, that any trade fixtures shall not become the property of the City and may be removed by NWL at the termination of the Lease, subject to NWL's obligation to repair any injury to the Premises resulting from such removal as set forth above.

9. Tenantability. If during the Primary Term or any Extended Term of this Lease, the Premises or any part thereof is rendered untenable by fire, or the elements or other casualty (excluding such as shall have resulted from the negligence of NWL), the Premises shall be restored to a tenable condition by the City. Notwithstanding the above, if the Premises cannot be restored and repaired to a tenable condition within a period of ninety (90) days, then upon written notice from either party to the other, this Lease shall be null and void as to both parties.

10. Breach of Covenants. NWL agrees that:
- a. No assent, expressed or implied, by the City to any breach of any NWL's covenants shall be deemed to waive any succeeding breach of the same covenant.
 - b. If NWL shall neglect or fail to perform and observe any covenant which on NWL's part is to be performed, including failure to pay the utilities as provided herein, the City may, following written notice allowing NWL sixty (60) days to procure and perform necessary corrections, declare this Lease terminated and be entitled to immediate possession of the Premises.

11. Use of the Premises. NWL will use the Premises for the purpose of conducting its normal activities, and will not sell, assign, convey, mortgage, underlet, sublet, or relinquish said Premises without the written consent of the City.

12. Phase 1. Prior to the Land Transfer to MTKO, the Premises shall be the Phase 1 Premises described on Exhibit "A". During Phase 1, the City reserves for itself and its employees, agents and contractors a right-of-entry to carry out on the Premises the First Priority items described in Exhibit "3" of the MTKO Redevelopment Documents, including but not limited to:

- a. survey, environmental audit, geotechnical investigation and other types of testing, governmental approvals, extension and/or relocation of water, sanitary sewer and storm sewer utilities; and

- b. remove the north-south Lincoln Electric System electric line on Lot 1 and the City-County Department of Emergency Management's outside warning device on Lot 1;

provided that, such modifications shall not be at NWL expense and the City provides NWL forty-eight (48) hour notice of such work. It is acknowledged and agreed by the parties that the City's activities on Lot 1 shall not be allowed to interfere with required access to the Carnegie Library building in accordance with the Americans with Disabilities Act. The City's use of the Premises during construction shall not unreasonably interfere with NWL's activities within the applicable Premises.

Article II

Additional Lease Terms After Land Transfer

Upon a successful closing and transfer of Lot 1 from the City to MTKO (approximately May 19, 2009) pursuant to the MTKO Redevelopment Documents and the City or MTKO delivering written notice of the same to NWL ("Land Transfer"), then the following Article II provisions shall automatically apply and be part of this Lease without further notice:

- 13. Assignment, Assumption and Release. After the Land Transfer:
 - a. The City hereby assigns, grants, bargains and transfers to MTKO this Lease and any and all of the City's remaining landlord interests, rights, obligations, and assets, but excluding any City's

liabilities, losses, costs or expenses, as of the date of the Land Transfer (collectively Landlord's Remaining Interests").

- b. MTKO hereby accepts and assumes the assignments and transfer of the Landlord's Remaining Interests after the date of the Land Transfer.
- c. MTKO promises to NWL to faithfully perform any and all of the City's covenants, stipulations, agreements and obligations as landlord under Article 1 and shall faithfully perform any and all of MTKO's covenants, stipulations, agreements and obligations as landlord under Article 2 and Article 3 hereof, commencing or accruing after the Land Transfer. NWL acknowledges and agrees that after the Land Transfer, MTKO shall then be the landlord hereunder and shall be governed by all of the terms applicable to the City under Article 1 above and applicable to MTKO under Article 2 and Article 3 hereof.
- d. The City further agrees to indemnify and hold MTKO free and harmless from any and all liabilities, losses, costs or expenses arising from the breach or failure of any covenants, condition or obligation of the landlord contained in this Lease which occurs on or before the date of the Land Transfer.
- e. MTKO hereby agrees to indemnify and hold the City free and harmless from and against any liabilities, losses, costs or expenses arising from the breach or failure of any covenant, condition or

obligation of landlord contained in this Lease which occurred after the date of the Land Transfer.

- f. In the event the City is not in default under this Lease on the date of the Land Transfer, then NWL hereby releases the City from any and all liabilities, losses, costs or expenses arising from the breach or failure of any covenant, condition or obligation of the City as landlord under this Lease which occurred before the date of the Land Transfer.

14. Phase 2. After the Land Transfer, the Premises shall be the Phase 2 Premises described on Exhibit "A". During Phase 2, MTKO reserves for itself and the City and their respective employees, agents and contractors the exclusive right of possession of all of Lot 1, except for the Phase 2 Premises (Phase 2 Remainder of Lot 1), including, but not limited to, the right to implement the First and Third Priority items described in Exhibit "3" of the MTKO Redevelopment Documents, such as:

- a. the work items described in Paragraph 12 above;
- b. the design and construction of the MTKO new building, parking and related improvements and City improvements as shown on Exhibit "B", which is attached hereto and incorporated herein by this reference;
- c. the design and construction of geothermal heating/cooling for the new building and Carnegie Library; and

- d. implementation of enhanced landscaping within the public right-of-way.

15. Phase 3. After the Land Transfer and after the City issues a certificate of occupancy to MTKO for the new building, then the Premises shall be the Phase 3 Premises described on Exhibit "A". During Phase 3, MTKO reserves for itself and its respective employees, agents, contractors, visitors, guests, and clients the exclusive right of possession of all of Lot 1, except for the Phase 3 Premises (Phase 3 Remainder of Lot 1), including, but not limited to:

- a. the right to complete the First and Third Priority items described in Paragraph 14 above; and
- b. MTKO's right to use and occupy the improvements located on the remainder of Lot 1.

16. Co-Location Provisions. The MTKO Redevelopment Documents anticipate that the City will cause the Land Transfer of the Premises to MTKO during the Primary Term and that the MTKO will need to access a portion of Lot 1 during the Primary Term in order to begin site development and construction of a new facility and related improvements to serve MTKO's operations. In order to accommodate the MTKO's use of a portion of Lot 1 during the Primary Term and any Extended Term, the parties hereto agree to the following co-location provisions:

- a. Notwithstanding the Land Transfer of the Premises by the City or the assignment of the Lease to MTKO, NWL shall retain the right to

the exclusive possession of the Carnegie Library building located on the Premises for the entirety of the Primary Term and any Extended Term of the Lease, subject to the Limited Right-of-Entry defined below. While NWL agrees to co-locate with MTKO on Lot 1 in accordance with the terms of this Lease, it is acknowledged and agreed that NWL shall not be required to share any of the space located within the Carnegie Library building and that such building shall not be subject to direct renovation or construction during the Primary Term and any Extended Term of the Lease, except for the following limited right-of-entry (collectively “Limited Right-of-Entry”) granted to the City and MTKO to:

- i make modifications or changes to the existing utilities services to the Carnegie Library building caused by the relocation of utilities on the Phase 2 or Phase 3 Remainder of Lot 1; provided that, such modifications shall not be at NWL expense and MTKO provides NWL forty-eight (48) hour notice of such work; and
- ii make modifications or changes to the ADA accessible ingress and egress routes located on the west side of the Carnegie Library building.

Except for the Limited Right of Entry, any improvements, renovations, or other construction that MTKO may want to make to the Carnegie Library building shall not commence until the

expiration of the Primary Term, any Extended Term, or earlier termination of the Lease.

- b. NWL and MTKO agree that the applicable Phase 2 and Phase 3 Premises and corresponding Phase 2 and Phase 3 Remainder of Lot 1 are subject to the following:
 - i The Co-Location During Phase 2 Exhibit, prepared by Sinclair Hille Architects at MTKO's expense, which is attached hereto as Exhibit "B" and incorporated herein by this reference;
 - ii The Co-Location During Phase 3 Exhibit, prepared by Sinclair Hille Architects at MTKO's expense, which is attached hereto as Exhibit "C" and incorporated herein by this reference; and
 - iii Mitigation Exhibit, prepared by Sinclair Hille Architects at MTKO's expense, which is attached hereto as Exhibit "D" and incorporated herein by this reference.
- c. MTKO shall be responsible for the costs of any required mitigation actions described in Exhibit "D". It is acknowledged and agreed by the parties that MTKO's activities on Lot 1 shall not be allowed to interfere with required access to the Carnegie Library building in accordance with the Americans with Disabilities Act.
- d. Notwithstanding any other provisions of the Lease to the contrary, the parties acknowledge and agree that:

- i. MTKO's use of the applicable Remainder of Lot 1 during construction and during occupancy upon completion of construction shall not unreasonably interfere with NWL's activities within the applicable Premises; and
 - ii. NWL's use of the applicable Premises shall not unreasonably interfere with MTKO's activities on the Phase 2 and Phase 3 Remainder of Lot 1.
- e. During Phase 2 and Phase 3, NWL shall have at least twenty-six (26) reserved parking spaces in the parking lot on the Phase 2 Premises and Phase 3 Premises to be provided by MTKO as shown on Exhibit "B" and Exhibit "C" respectively. Such reserved parking spaces shall be available for NWL's employees and visitors and shall be clearly marked as parking available solely for the use of NWL. Furthermore, MTKO shall be solely responsible for all capital, maintenance and repair costs incurred in connection with the cost of providing temporary and permanent parking facilities for NWL.
- f. MTKO shall be responsible for all utilities and other costs associated with MTKO's operations on the remainder of Lot 1 during Phase 2 and Phase 3. Notwithstanding Paragraph 5d above, MTKO shall be solely responsible to pay for all snow removal services on the parking lot located upon Lot 1 during Phase 3. Notwithstanding Paragraph 5d, MTKO shall be solely

responsible to pay for all lawn maintenance of Lot 1 during Phase 2 and Phase 3.

g. After the Land Transfer:

- i. MTKO agrees to indemnify and hold NWL harmless from and against any and all claims of any kind or nature arising from MTKO's use of the Phase 2 and Phase 3 Remainder of Lot 1 during the term hereof caused by the negligence or willful misconduct of MTKO and its employees, agents, contractors, visitors, guests, and clients, and MTKO hereby waives any and all claims against NWL for damage to goods, wares or merchandise, or for injury to persons in and upon the Phase 2 and Phase 3 Remainder of Lot 1, from any cause whatsoever, except as such might result from the negligence or willful misconduct of NWL or its employees, agents, contractors, visitors, guests, and clients or from failure of NWL to perform its obligations hereunder; and
- ii. NWL agrees to indemnify and hold MTKO harmless from and against any and all claims of any kind or nature arising from NWL's use of the applicable Premises during the term hereof caused by the negligence or willful misconduct of NWL and its employees, agents, contractors, visitors, guests, and clients, and NWL hereby waives any and all claims against MTKO for damage to goods, wares or merchandise, or for

injury to persons in and upon the applicable Premises, from any cause whatsoever, except as such might result from the negligence or willful misconduct of MTKO or its employees, agents, contractors, visitors, guests, and clients or from failure of MTKO to perform its obligations hereunder.

- iii. NWL, at its expense, shall obtain and maintain Commercial Property Insurance that covers the building and its Building Systems, fixtures and equipment. This Commercial Property Insurance shall name MTKO as the named insured and cover the perils insured under the ISO special causes of loss form (CP 10 30) form, "all risks" coverage for loss from all causes not specifically excluded. The minimum amount insured shall be Two Hundred and Fifty Thousand (\$250,000), with an aggregate yearly deductible of \$5,000. NWL acknowledges that it will not be a named insured on such policy and shall have no right to receive any proceeds from the Commercial Property Insurance.

- iv. NWL, at its expense shall continue to carry the required (i) bodily injury and property damage liability insurance and (ii) fire and extended coverage insurance described in Paragraph 6 above; provided that such insurance policies shall name MTKO as an additional insured.

- h. NWL agrees to comply with all applicable rules and regulations of government agencies with authority over the Premises.
- i. MTKO shall be solely responsible for all costs and expenses incurred in connection with MTKO's activities on the Phase 2 and Phase 3 Remainder of Lot 1.
- j. Unless otherwise stated herein, NWL shall be solely responsible for all costs and expenses incurred in connection with NWL's activities on the Carnegie Library and on the applicable Premises.
- k. The City and MTKO plan to cause the Land Transfer of Lot 1 hereunder on May 19, 2009.
- l. The successful operation of the applicable Premises and the applicable Remainder of Lot 1 is dependent upon the continued cooperation and good faith of the parties hereto and of all of the interrelated uses therein. Such cooperation shall be required of all parties interested in any phase or element of the Premises or Remainder of Lot 1. Every covenant, agreement and restriction herein stated shall be construed in recognition of this interdependence and need for continued mutual cooperation.

17. MTKO Early Termination and Relocation Assistance.

- a. Notwithstanding anything hereunder to the contrary, MTKO after the Land Transfer may terminate this Lease prior to the stated expiration date of the Primary Term or the expiration date of any

Extended Term, upon a minimum of **ninety (90)** days written notice (“MTKO Early Termination”) to NWL of such early termination date. In the event of such MTKO Early Termination, NWL shall be reimbursed by MTKO for NWL’s actual and reasonable relocation costs but not to exceed Thirty Thousand and No/100ths Dollars (\$30,000.00) (“Relocation Assistance Payment”). In consideration of the Relocation Assistance Payment, NWL hereby completely, finally and forever waives and releases any and all NWL’s rights, title and interest it may have, if any, for any relocation assistance and any related compensation, allowance, claim, or offset of any kind against the City or MTKO as damages or otherwise under any federal, state or local relocation assistance law, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (42 U.S.C. § 4601 et. seq.) and the Nebraska Relocation Assistance Act (Neb Rev. Stat., Section 76-1214 et seq.) to cover the costs incurred by NWL to relocate its operations (collectively “Relocation Assistance Claims”). In the event NWL’s rights, title and interest in the Relocation Assistance Claims or Relocation Assistance Payments in excess of Thirty Thousand Dollars (\$30,000.00) cannot be waived or released, then NWL hereby agrees to pay to MTKO any

equivalent amount as the required Additional Rent for the lease of the Premises.

- b. In the event there is a Land Transfer, NWL shall have the right to terminate this Lease prior to July 15, 2009, upon a minimum of **thirty (30)** days written notice (“NWL First Early Termination”) to MTKO of such early termination date. In the event of such NWL First Early Termination, NWL shall be reimbursed by MTKO NWL’s actual and reasonable relocation costs but not to exceed Thirty Thousand and No/100ths Dollars (\$30,000.00). In consideration of the Relocation Assistance Payment, NWL hereby completely, finally and forever waives and releases any and all NWL’s Relocation Assistance Claims. In the event NWL’s rights, title and interest in the Relocation Assistance Claims or Relocation Assistance Payments in excess of Thirty Thousand Dollars (\$30,000.00) cannot be waived or released, then NWL hereby agrees to pay MTKO any equivalent amount as the required Additional Rent for the lease of the Premises.

- c. In the event there is a Land Transfer, NWL shall have the right to terminate this Lease on or after July 15, 2009, upon a minimum of **seven (7)** days written notice to MTKO of such early termination date (“NWL Second Early Termination”). In the event of such NWL Second Early Termination, then NWL, on behalf of itself and its successors and assigns, hereby completely, finally and forever

waives and releases any and all NWL's Relocation Assistance Claims. In the event NWL's rights, title and interest in the Relocation Assistance Claims cannot be waived or released, then NWL hereby agrees to pay MTKO any equivalent amount as the required Additional Rent for the lease of the Premises.

- d. Upon the early termination date of this Lease by MTKO Early Termination, NWL First Early Termination or NWL Second Early Termination, NWL shall immediately vacate the Premises, remove all its property there from and leave the Premises in the condition required by the terms of this Lease. Any property not removed may be removed by MTKO and stored at NWL's sole cost and expense and NWL shall be liable for all costs of removal.

Article III

General Provisions

The following provisions shall be deemed a part of this Lease:

18. Binding Condition. This Lease shall be binding and obligatory upon the parties hereto and their successors and assigns.

19. Memorandum of Lease. Upon the request of the City, NWL or MTKO, the parties shall execute a Memorandum of this Lease in recordable form, describing the Primary Term of this Lease and any options to extend the term thereof and describing any other term or condition of this Lease. Such party requesting the execution of the Memorandum shall be responsible for the

cost to record such Memorandum in the Lancaster County Register of Deeds Office.

20. Construction. The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that no inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

21. Authority. This Agreement has been duly executed and delivered by the parties and constitutes a legal, valid and binding obligation of each party, enforceable against the same in accordance with its terms. Time is of the essence of this Lease. Whenever used herein, as the context shall warrant, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders.

22. Notices. All notices and demands required or permitted to be given hereunder shall be sent by regular mail, postage prepaid, to the following address or at such other address as last specified in writing to the party by the other:

Neighborhood Housing
Services, Inc.

Neighborhoods, Inc.
Attn: Executive Director
2121 North 27th Street
Lincoln, Nebraska 68503

City of Lincoln, Nebraska

Building Administrator
City of Lincoln
920 O Street, Suite 23
Lincoln, Nebraska 68508

and

Director of Urban Development
City of Lincoln
808 P Street, Suite 400
Lincoln, NE 68508

Matt Talbot Kitchen &
Outreach, Inc

Matt Talbot Kitchen & Outreach
1911 R Street
Lincoln, NE 68503

IN WITNESS WHEREOF, the parties have hereunto subscribed their
signature on the date below indicated.

Executed by Neighborhoods, Inc., of Lincoln on this ____ day of
_____, 2009.

Neighborhoods, Inc.
(a/k/a NeighborWorks® Lincoln)

By: _____
President

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day
of _____, 2009, _____, as President of the
Neighborhoods, Inc. (a/k/a NeighborWorks® Lincoln), a Nebraska nonprofit
corporation, on behalf of the nonprofit corporation.

Notary Public

Executed by the City of Lincoln, Nebraska, on this ____ day of _____, 2009.

City of Lincoln, Nebraska
(a municipal corporation)

By: _____
Chris Beutler

Its: Mayor

By: _____
Its: City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by Chris Beutler, Mayor of the **City of Lincoln, Nebraska**, a municipal corporation, on behalf of the municipal corporation.

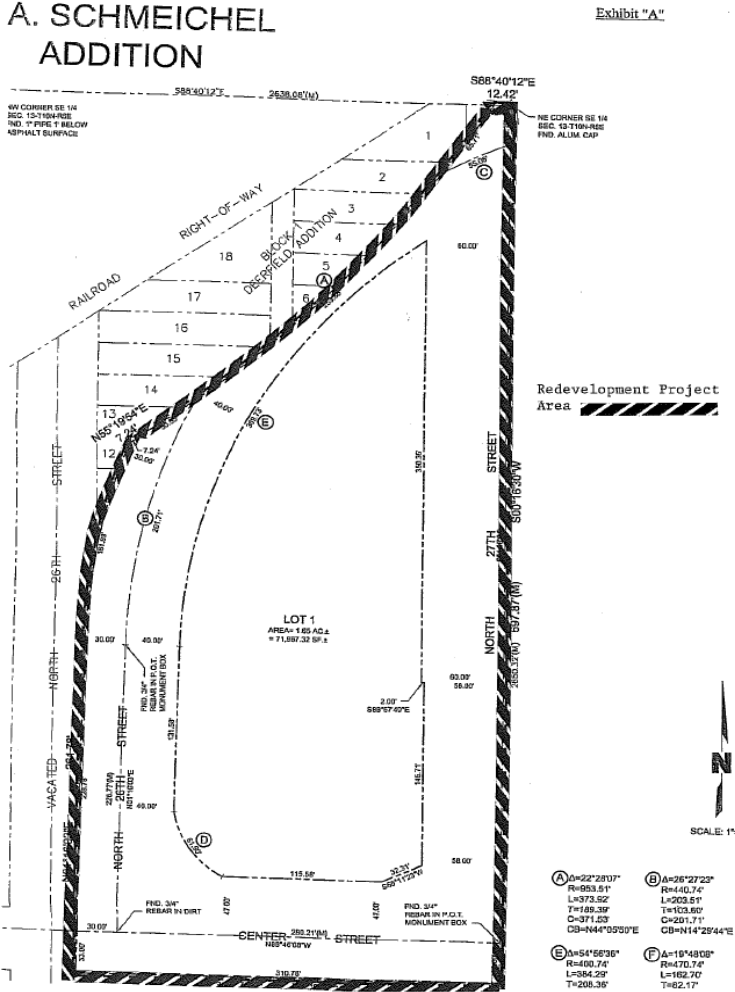
Notary Public

Exhibit "A"
PREMISES

"Premises" under the Lease is defined as follows:

"Phase 1 Premises": Upon execution of this Lease and until the Land Transfer, the Premises is defined as Lot 1, B.A. Schmeichel Addition, Lincoln, Lancaster County, Nebraska as shown below:

**B. A. SCHMEICHEL
ADDITION**



"Phase 2 Premises": Between the Transfer and issuance of a certificate of completion by the City to MTKO for the MTKO new building ("Certificate of Occupancy"), the Premises shall be defined as the area shown on Exhibit "B".

"Phase 3 Premises": Between the Certificate of Occupancy and the end of the Lease, the Premises shall be defined as the area shown on Exhibit "C".

EXHIBIT "B"

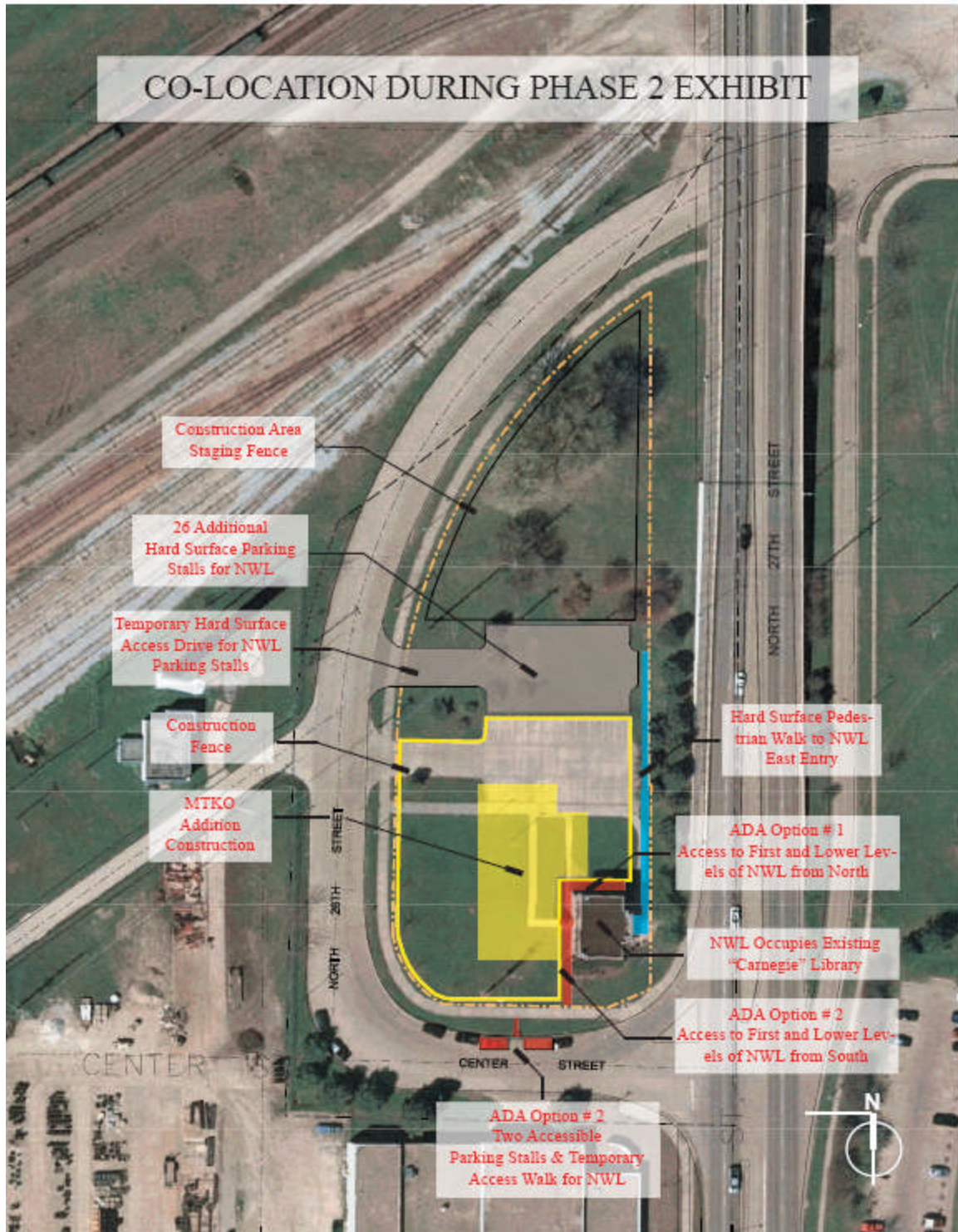


EXHIBIT "C"

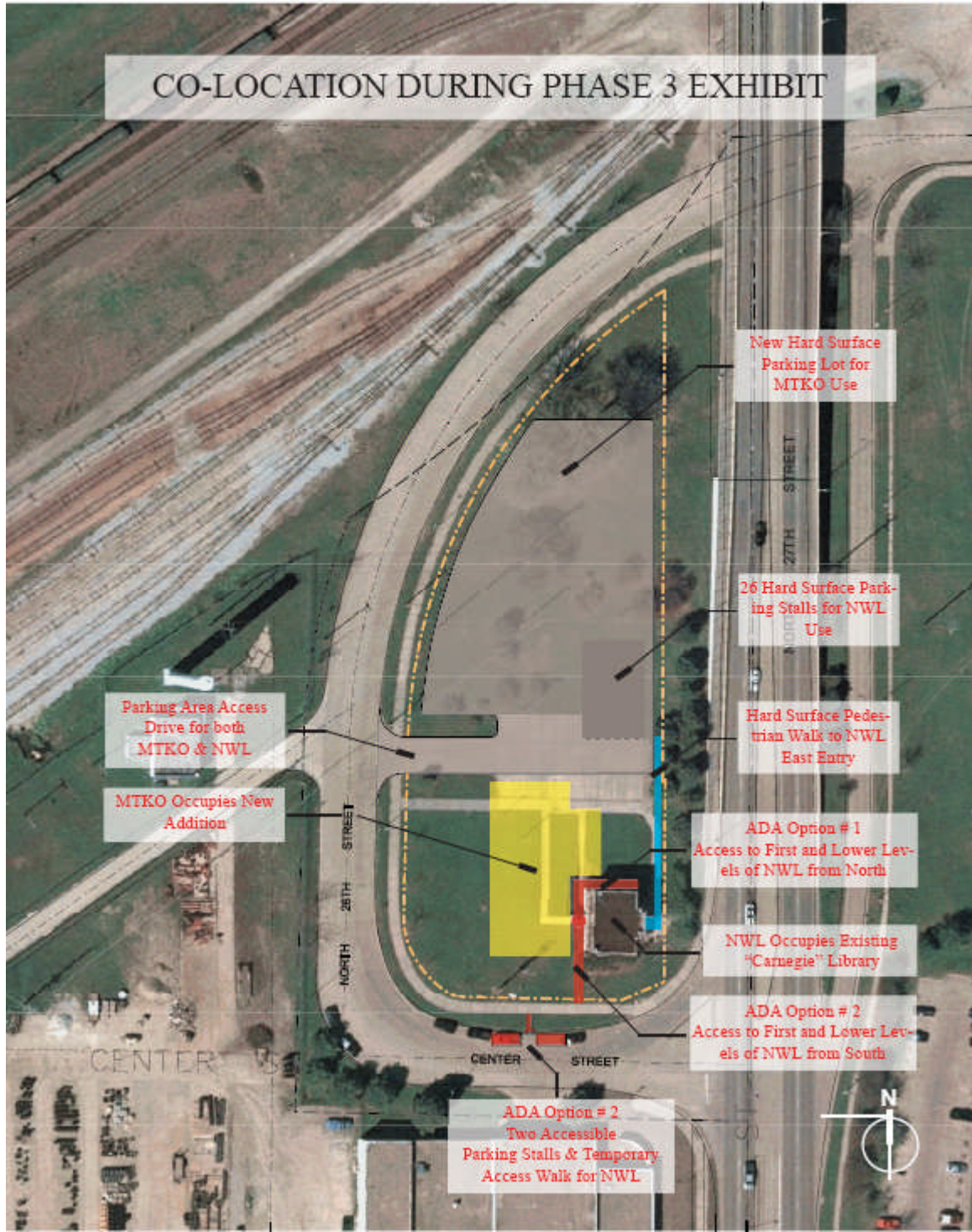


Exhibit "D"

MITIGATION EXHIBIT

1. Parking & Visitor Access for NWL and its employees, agents, contractors, visitors, guests, and clients during Phase 2 and Phase 3.

ACCOMODATION

- MTKO will provide 26 'on-site' paved parking stalls (as indicated on Exhibit "B" and Exhibit "C") dedicated to NWL and its employees, agents, contractors, visitors, guests, and clients.
2. 'ADA Accessible' Parking Stalls & access to the existing Carnegie Library building.

ACCOMODATION

- The City of Lincoln will allow 'ADA compliant' on street parking stalls on the north side of Center Street and as well as a temporary 'ADA compliant' curb cut to connect these parking stalls with the public sidewalk on the north side of Center Street (as indicated on Exhibit "B" and Exhibit "C").
 - MTKO will provide a temporary hard surfaced 'ADA compliant' sidewalk &/or ramp to both doors on the west side of the current Carnegie Library building (as indicated on Exhibit "B" and Exhibit "C").
 - MTKO will construct the eastern sidewalk extension (as indicated on Exhibit "B" and Exhibit "C"). NWL may use the existing and extended eastern sidewalk (as indicated on Exhibit "B" and Exhibit "C") for access to the eastern entrance of the Carnegie Library building by NWL and its employees, employees, agents, contractors, visitors, guests, and clients staff and visitors.
3. Physical protection of NWL and its employees, agents, contractors, visitors, guests, and clients from the construction operations associated with the new MTKO Addition.

ACCOMODATION

- During Phase 2, MTKO will cause its construction contractor to erect & maintain a temporary barrier fence (at least 4 feet in height) around the construction site on the remainder of Lot 1 (as indicated on Exhibit "B" and Exhibit "C") to separate the physical construction operation from the NWL program operation on the Premises.

4. Protection & maintenance of existing utilities (electricity, phone service, gas service and sanitary sewer service) that currently serve the NWL program operation.

ACCOMODATION

- MTKO or the City will give NWL 48 hours notice of any anticipated utility interruptions and will provide temporary utility provisions for the Carnegie Library Lincoln during the period of the interruption.

5. Minimization of construction noise on the NWL operation during the construction of the new MTKO building.

ACCOMODATION

- MTKO's will cause its construction contractor to use its best efforts to construct the new building and related improvements using construction means and methods that reduces both high and low frequency sounds, and will give NWL 48 hours advance notice of any construction activities that might encompass a period of significant noise generation.