

S U B L E A S E

This Sublease made and entered into as of the 1st day of November, 1984, by and between Paul Alperson and Margie G. Alperson, hereinafter referred to as "Landlord," and Omaha Fixture Manufacturing, Inc., a Nebraska corporation, hereinafter referred to as "Tenant."

W I T N E S S E T H :

WHEREAS, Landlord as of this date has entered into a Lease and Agreement with the County of Douglas, Nebraska (the "Base Lease"), pursuant to which Landlord has leased from said County of Douglas, Nebraska, the real estate described on Exhibit "A" attached hereto (the "Land"), together with the improvements, fixtures, and equipment located thereon (the "Facilities"); and

WHEREAS, Tenant desires to sublease the Land and the Facilities from Landlord, and Landlord is willing to sublease the Land and the Facilities to Tenant, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the parties hereto agree as follows:

1. Landlord does hereby sublease the Land and the Facilities unto Tenant, and Tenant does hereby sublease the Land and the Facilities from Landlord for a term beginning November 1, 1984, and ending November 1, 2009, except as hereinafter provided, upon all of the terms and conditions of the Base Lease, which terms and provisions of the Base Lease by this reference shall be deemed to be incorporated in this Sublease with the same force and effect as if fully set forth herein, so that for purposes of this Sublease, except where the context clearly requires otherwise, references in the Base Lease to the "Lessor" shall be deemed to mean the Landlord herein and references in the Base Lease to the "Lessee" shall be deemed to mean the Tenant herein; provided, however, that the provisions of Articles II, III, IV, XIV, XXI,

XXII, XXIII, and XXIV of the Base Lease shall not be deemed to have been incorporated into this Sublease or to apply to the demise hereby effectuated, unless specific reference is made to the provisions thereto. It is expressly understood and agreed by the parties hereto that any references in the Base Lease to any renewal term or purchase option shall have no application to this Sublease.

2. Tenant agrees to pay Landlord as hereinafter specified, as rent for the Land and the Facilities during the term of this Sublease, an amount equal to one hundred percent (100%) of all basic rent, additional rent, impositions, costs, expenses, liabilities, obligations, and other payments of whatever nature due from Paul Alperson and Margie G. Alperson, as Lessee under the terms of and as defined in the Base Lease and due from Paul Alperson and Margie G. Alperson to Omaha National Bank, Trustee (the "Trustee"), under the Guaranty Agreement dated as of November 1, 1984, to the persons, at the time and in the manner provided in the Base Lease and said Guaranty Agreement.

3. Notices required or permitted under this Sublease shall be given to Tenant at the Facilities and to Landlord at the Facilities.

4. Landlord and Tenant each agree that they will not take or omit to take any action, the taking or omission of which would constitute a default on the part of Landlord under the Base Lease.

5. Notwithstanding the provisions of Section 15.1 of the Base Lease, Tenant shall have no right to assign this Sublease or to further sublet the Land and/or the Facilities without the prior written consent of Landlord and Trustee.

6. Tenant covenants that it is duly incorporated under the laws of the State of Nebraska, and that it is now duly qualified to do business under the laws of the State of Nebraska and in the State of Nebraska, and that it is now duly qualified, authorized and empowered under the laws of the State of Nebraska

and under all other applicable provisions of law to execute and deliver this Sublease, and that all corporate action on its part necessary for the execution and delivery of this Sublease has been duly and effectively taken, and that this Sublease constitutes a valid and binding obligation of the Tenant.

7. The covenants and agreements made by Landlord and Tenant in this Sublease may only be waived, either temporarily or permanently, with the consent of the Trustee. Any such consent shall be evidenced by an instrument in writing signed by the Trustee.

8. Landlord and Tenant hereby acknowledge and agree that this Sublease is subject to and junior to the Mortgage and Trust Indenture between the County of Douglas, Nebraska and Omaha National Bank, Trustee, dated as of November 1, 1984, and Tenant, for good and valuable consideration hereby subordinates all of its right, title and interest in and to the real estate described on Exhibit "A" to the said Mortgage and Trust Indenture and the obligations of the County of Douglas, Nebraska thereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease the day and year first above written.

Paul Alperson  
Paul Alperson  
Margie G. Alperson  
Margie G. Alperson

Landlord

OMAHA FIXTURE MANUFACTURING, INC.

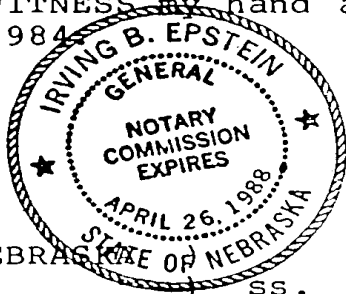
By: Paul Alperson  
President

Tenant

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Paul Alperson and Margie G. Alperson, whose names as individuals signed the foregoing Sublease, and who are known to me to be such individuals, appeared before me this date and executed the foregoing Sublease and acknowledged such to be their voluntary act and deed as such individuals.

WITNESS my hand and notarial seal this 8 day of November, 1984.

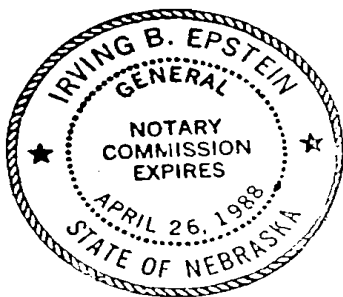


*Irving B. Epstein*  
 Notary Public

STATE OF NEBRASKA )  
 ) ss.  
 COUNTY OF DOUGLAS )

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Paul Alperson whose name as President of Omaha Fixture Manufacturing, Inc., is signed to the foregoing Sublease and who is known to me to be such officer, acknowledged before me this day that being informed of the contents of the said Sublease he, as such officer with full authority, acknowledged such to be his voluntary act and deed as such officer and the voluntary act and deed of Omaha Fixture Manufacturing, Inc.

WITNESS my hand and notarial seal this 8 day of November, 1984.



*Irving B. Epstein*  
 Notary Public

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A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 12, EAST OF THE 6TH P.M., IN THE CITY OF OMAHA, IN DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 619.91 FEET NORTH OF AND 1913.68 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 12, SAID POINT BEING ON THE NORTH R.O.W. LINE OF "J" STREET, AND ASSUMING SAID R.O.W. LINE TO BEAR DUE EAST AND WEST, THENCE NORTH  $00^{\circ}38'50''$  WEST FOR A DISTANCE OF 321.33 FEET TO A POINT ON THE SOUTHERLY R.O.W. LINE OF THE U.P.P.R. OVERTMEYER SPUR TRACK, THENCE ON A CURVE TO THE LEFT ALONG SAID R.O.W. LINE, SAID CURVE HAVING A LONG CHORD OF 367.94 FEET BEARING NORTH  $55^{\circ}45'01''$  EAST, AND A RADIUS OF 393.06 FEET FOR AN ARC DISTANCE OF 382.91 FEET, THENCE NORTH  $89^{\circ}59'47''$  EAST FOR A DISTANCE OF 51.40 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF THE U.P.P.R. LEAD TRACK, THENCE SOUTH  $00^{\circ}39'01''$  EAST ALONG SAID WESTERLY R.O.W. LINE FOR A DISTANCE OF 528.43 FEET TO A POINT ON THE NORTH R.O.W. LINE OF "J" STREET, THENCE SOUTH  $90^{\circ}00'00''$  WEST ALONG SAID NORTH R.O.W. LINE FOR A DISTANCE OF 357.91 FEET TO THE POINT OF BEGINNING.

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C. HANCOCK  
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