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Nebraska Judicial Branch

Case Summary

In the District Court of Douglas County
 The Case ID is CI 16 0007396
 Bryan L Jobson v. Allen W Doub
 The Honorable J. M Coffey, presiding.
 Classification: Contract Disputes
 Filed on 08/29/2016
 This case is Closed as of 03/26/2018
 It was disposed as Dismissed by Court

Parties/Attorneys to the Case

Party	Attorney
Plaintiff ACTIVE Bryan L Jobson	Jared C Olson 260 Regency Pkwy Dr., #200 Omaha NE 68114 402-390-1112
Plaintiff ACTIVE James P Kubicki	Jared C Olson 260 Regency Pkwy Dr., #200 Omaha NE 68114 402-390-1112
Defendant ACTIVE Allen W Doub 7030 Bennington Rd Omaha NE 68152	Kathryn J Derr 1301 S. 75th Street, Suite 1 Omaha NE 68124 402-827-7000
Defendant ACTIVE Omega Chemical Co., Inc. c/o RA Jeffrey S. Hamernik 17445 Arbor Omaha NE 68130	Kathryn J Derr 1301 S. 75th Street, Suite 1 Omaha NE 68124 402-827-7000
Defendant ACTIVE PREP, Inc. c/o RA Jeffrey S. Hamernik 17445 Arbor Omaha NE 68130	Kathryn J Derr 1301 S. 75th Street, Suite 1 Omaha NE 68124 402-827-7000
Third Party Defendant/Respondent DISMISSED Bryan L Jobson 2715 S. 15th Street Omaha NE 68108	James D Sherrets 260 Regency Pkwy Dr., #200 Omaha NE 68114 402-390-1112
Third Party Defendant/Respondent DISMISSED Brynn M Jobson 16523 Royal Horse Selma TX 78154	Jared C Olson 260 Regency Pkwy Dr., #200 Omaha NE 68114 402-390-1112
Third Party Defendant/Respondent DISMISSED Bryan L. Jobson LLC c/o Bryan Jobson 2715 S. 15th Street Omaha NE 68108	James C Boesen 260 Regency Pkwy Dr., #200 Omaha NE 68114 402-390-1112

Court Costs Information

Incurring By	Account	Date	Amount
Plaintiff	Petition	08/29/2016	\$35.00
Plaintiff	Filing Fee - State	08/29/2016	\$3.00
Plaintiff	Automation Fee	08/29/2016	\$8.00
Plaintiff	NSC Education Fee	08/29/2016	\$1.00
Plaintiff	Dispute Resolution Fee	08/29/2016	\$0.75
Plaintiff	Indigent Defense Fee	08/29/2016	\$3.00
Plaintiff	Uniform Data Analysis Fee	08/29/2016	\$1.00
Plaintiff	J.R.F.	08/29/2016	\$6.00
Plaintiff	Filing Fee-JRF	08/29/2016	\$4.00
Plaintiff	Legal Aid/Services Fund	08/29/2016	\$6.25
Plaintiff	Complete Record	08/29/2016	\$15.00
Plaintiff	Service Fees	09/07/2016	\$7.36
Plaintiff	Service Fees	09/19/2016	\$7.36
Plaintiff	Service Fees	09/19/2016	\$7.36

Financial Activity

No trust money is held by the court
No fee money is held by the court

Payments Made to the Court

Receipt	Type	Date	For	Amount
237406	Electronic Trans	08/30/2016	Jobson, Bryan, L	\$83.00
			Petition	\$35.00
			Filing Fee - State	\$3.00
			Automation Fee	\$8.00
			NSC Education Fee	\$1.00
			Dispute Resolution Fee	\$0.75
			Indigent Defense Fee	\$3.00
			Uniform Data Analysis	\$1.00
			J.R.F.	\$6.00
			Filing Fee-JRF	\$4.00
			Legal Aid/Services Fun	\$6.25
			Complete Record	\$15.00

Register of Actions

03/27/2018 Notice Issued on Jared C Olson
The document number is 00526532
Notice of Dismissal-Civil
E-MAILED law@sherrets.com
Image ID D00526532D01

03/27/2018 Notice Issued on Kathryn J Derr
The document number is 00526531
Notice of Dismissal-Civil
E-MAILED kderr@berkshire-law.com
Image ID D00526531D01

03/26/2018 Dismissal with Prejudice
This action initiated by J. M Coffey
RT eNotice Certificate Attached
Image ID 001655592D01

03/21/2018 Stipulation
This action initiated by group Bryan Jobson & James Kubicki
Re: motion to dismiss; joint JB
Image ID N18080HZED01

02/23/2018 Answer to Counterclaim
This action initiated by group Bryan Jobson & James Kubicki
ts
Image ID N18054CDMD01

02/09/2018 Answer
This action initiated by group Allen Doub, Omega Chemical, Prep Inc
ts
Image ID N18040N70D01

02/08/2018 Signed Scheduling Order
This action initiated by J. M Coffey
RT eNotice Certificate Attached
Image ID 001633249D01

02/08/2018 Motion Filed

This action initiated by group Bryan Jobson & James Kubicki
Re: AMD Sched Order /mg
Image ID 001633255D01

02/08/2018 Motion Filed
This action initiated by party Bryan L Jobson
Joint RE: amd sched ord /dth
Image ID N18039G80D01

01/31/2018 Amended Complaint
This action initiated by group Bryan Jobson & James Kubicki
2nd AMD /mg
Image ID N18031K7KD01

01/29/2018 Motion Sustained
re:amd cmlnt can file one

Image ID 001618966D01

01/16/2018 Motion-Leave To File Add'l Pleading
This action initiated by party Bryan L Jobson

1/24/18 11am CR 507 /mg
Image ID N18016LLED01

12/19/2017 Motion-Compel
This action initiated by group Allen Doub, Omega Chemical, Prep Inc
1/24/18 11am /mg
Image ID N17353TD4D01

10/04/2017 Answer to Counterclaim
This action initiated by group Bryan Jobson & James Kubicki
kr
Image ID N172777CYD01

09/07/2017 Answer
This action initiated by group Allen Doub, Omega Chemical, Prep Inc
& amended counter claims kr
Image ID N172504I0D01

09/06/2017 Signed Scheduling Order
This action initiated by J. M Coffey
RT eNotice Certificate Attached
Image ID 001558857D01

09/05/2017 Proposed Scheduling Order
This action initiated by Kathryn J Derr
Image ID 001503497D01

08/21/2017 Order

This action initiated by J. M Coffey
RE: Order 03 29 17 alt or amd as to the dismissal of the accounting
action & DEF granted leave to file amd complaint / RT eNoticed
Image ID 001548615D01

04/07/2017 Motion-Reconsider
This action initiated by group Allen Doub, Omega Chemical, Prep Inc
5/12/17 10am /mg
Image ID N17097C36D01

03/29/2017 Order
This action initiated by J. M Coffey no motion for summary jdt sustained-goes forward
re:mot sum jdg-see order eNotice Certificate Attached
Image ID 001437278D01

03/02/2017 Notice Issued

The document number is 00439065
ON Jared C Olson
Image ID D00439065D01

03/02/2017 Order-Dismissal
This action initiated by J. M Coffey
As to Bryan L Jobson and 3 others only.
Image ID D00439064D01

03/02/2017 Return Summons/Alias Summons
The document number is 00420623
Served Dt Unknown, Foreign Officer
Returned Due to Recall by the Court
No return received and no proof of service on file

03/02/2017 Return Summons/Alias Summons

The document number is 00412356
Served Dt Unknown
Returned Due to Recall by the Court

No return received and no proof of service on file

03/02/2017 Return Summons/Alias Summons
The document number is 00412355
Served Dt Unknown
Returned Due to Recall by the Court

No return received and no proof of service on file

03/02/2017 Return Summons/Alias Summons
The document number is 00412000
Served Dt Unknown
Returned Due to Recall by the Court

No return received and no proof of service on file

03/02/2017 Return Summons/Alias Summons
The document number is 00411999
Served Dt Unknown
Returned Due to Recall by the Court

No return received and no proof of service on file

02/08/2017 Amended Notice of Hearing
This action initiated by party Brynn M Jobson
Re: Mot Dismiss
3/2/17 1:45pm CR 507 /mg
Image ID N17039PJ4D01

02/08/2017 Amended Notice of Hearing
This action initiated by group Bryan Jobson & James Kubicki
Re: Mot Sum Jdg

Rescheduled 3/2/17 1:45pm CR 507 /mg
Image ID N17039PHQD01

02/06/2017 Recuse Judge
This action initiated by Duane C Dougherty
RT
Image ID 001435383D01

02/06/2017 Appearance of Counsel
This action initiated by party Allen W Doub
ts David Koukol
Image ID N17037ETYD01

02/06/2017 Case Judge Reassigned Random
Previous Judge 18554; New Judge 10724; User ID C0126002

01/26/2017 Motion-Summary Judgment
This action initiated by group Bryan Jobson & James Kubicki
2/8/17 10:15am CR 503 /mg
Image ID N17026C10D01

12/30/2016 Motion-Dismiss
This action initiated by party Brynn M Jobson
2/8/17 10:15am CR 503 /mg
Image ID N16365H9KD01

11/22/2016 Summons Issued on Brynn M Jobson
The document number is 00420623
Summons-Inverse
EMAILED: kderr@berkshire-law.com
Image ID D00420623D01

11/21/2016 Praecipe-Out St Summons/Alias
This action initiated by party Allen W Doub

s1

Image ID N163269A2D01

10/28/2016 Order-Withdraw as Counsel
 This action initiated by Duane C Dougherty
 James C Boesen / RT eNotice Certificate Attached
 Image ID 001402864D01

10/28/2016 Motion-Withdraw as Counsel
 This action initiated by party Bryan L Jobson
 Re: James Boesen /mg
 Image ID N16302W04D01

10/27/2016 Answer

This action initiated by party Bryan L Jobson
 Image ID N16301UJED01

10/05/2016 Summons Issued on Bryan L. Jobson LLC
 The document number is 00412356
 Summons-Inverse
 EMAILED: kderr@berkshire-law.com
 Image ID D00412356D01

10/05/2016 Summons Issued on Bryan L Jobson
 The document number is 00412355
 Summons-Inverse
 EMAILED: kderr@berkshire-law.com
 Image ID D00412355D01

10/05/2016 Praecipe-Summons/Alias

This action initiated by party Allen W Doub
 MM
 Image ID N16279F9ED01

10/05/2016 Praecipe-Summons/Alias
 This action initiated by party Allen W Doub
 MM
 Image ID N16279F98D01

10/03/2016 Summons Issued on Bryan L. Jobson LLC
 The document number is 00412000
 Summons-Inverse
 EMAILED: kderr@berkshire-law.com
 Image ID D00412000D01

10/03/2016 Summons Issued on Bryan L Jobson

The document number is 00411999
 Summons-Inverse
 EMAILED: kderr@berkshire-law.com
 Image ID D00411999D01

10/03/2016 Praecipe-Summons/Alias
 This action initiated by party Allen W Doub
 MM
 Image ID N162775PKD01

10/03/2016 Praecipe-Summons/Alias
 This action initiated by party Allen W Doub
 MM
 Image ID N162775PGD01

09/28/2016 Answer

This action initiated by party Allen W Doub
 "Doub sole shareholder of Omega"

Doub praying for \$ & damages due to breach of contract , lease, stock
 purchase
 amended pet has pa

ts & counterclaims
Image ID N16272QS6D01

09/19/2016 Return Summons/Alias Summons
The document number is 00405413
sl
Served 09/14/2016, Certified Mail
Image ID N16263M4QD01

09/19/2016 Return Summons/Alias Summons
The document number is 00405412
sl
Served 09/14/2016, Certified Mail
Image ID N16263M4OD01

09/08/2016 Motion-Temp order
This action initiated by party Bryan L Jobson
ag
Image ID N16252KAQD01

09/08/2016 Amended Complaint
This action initiated by group Bryan Jobson & James Kubicki
ag
Image ID N16252K5QD01 praying for rescission of Purchase agmt & \$, were to buy stock of company

09/07/2016 Return Summons/Alias Summons
The document number is 00405411
MM
Served 09/02/2016, Certified Mail
Image ID N16251D0CD01

08/30/2016 Summons Issued on PREP, Inc.
The document number is 00405413
Summons e-mailed
Image ID D00405413D01

08/30/2016 Summons Issued on Omega Chemical Co., Inc.
The document number is 00405412
Summons e-mailed
Image ID D00405412D01

08/30/2016 Summons Issued on Allen W Doub
The document number is 00405411
Summons e-mailed
Image ID D00405411D01

08/29/2016 Praecipe-Summons/Alias
sl
This action initiated by group Bryan Jobson & James Kubicki
Image ID N16242IS4D01

08/29/2016 Complaint-Praecipe
This action initiated by group Bryan Jobson & James Kubicki
praecipe filed separate
sl
Image ID N16242IS0D01

Judges Notes

10/28/2016
10-28-2016 Dougherty

Signed Order allowing James Bosen to withdraw as counsel. James Sherrets and the firm of Sherrets Bruno & Vogt will continue representation.

03/02/2017

03-02-2017 Coffey

Parties appeared by counsel. Hearing held and evidence adduced.

05/12/2017

05-12-2017 Coffey

Parties appeared by counsel. Hearing held on the record. Matter taken under advisement.

IN THE DISTRICT COURT FOR DOUGLAS COUNTY, NEBRASKA

BRYAN L. JOBSON and)	
JAMES P. KUBICKI,)	
)	Case No. CI 16-7396
Plaintiffs,)	
)	
vs.)	AMENDED COMPLAINT
)	
ALLEN W. DOUB, OMEGA)	
CHEMICAL COMPANY, INC.,)	
a Nebraska Corporation, and)	
PREP, Inc., a Nebraska Corporation,)	
)	
Defendants.)	
)	
<hr/>)	

COMES NOW, Plaintiffs, Bryan L. Jobson and James P. Kubicki, and for their
Complaint against Defendants state and allege as follows:

PARTIES

1. Plaintiff Bryan L. Jobson (“Jobson”) is an individual residing in Douglas County, Nebraska.
2. Plaintiff James L. Kubicki (“Kubicki”) is an individual residing in Douglas County, Nebraska.
3. Defendant Allen Doub is an individual residing in Douglas County, Nebraska and was at all times relevant the sole owner of Omega Chemical Company, Inc. and Prep, Inc.
4. Defendant Omega Chemical Company, Inc. (“Omega”) is a corporation organized under the laws of the State of Nebraska with its principal place of business located at 7577 Burlington Street, Omaha, Douglas County, Nebraska.
5. Defendant Prep, Inc. (“Prep”) is a corporation organized under the laws of the State of Nebraska doing business in Douglas County, Nebraska.

ALLEGATIONS OF FACT

6. Omega is a sales and service company that provides chemical products to the industrial ware wash and laundry industries.

7. Jobson and Kubicki are both former employees of Omega and were employees of Omega at all relevant times herein.

8. In 2015, Doub approached Jobson and Kubicki (hereinafter collectively “Buyers”) with a proposal that they purchase his entire interest in Omega.

9. Doub and Buyers entered into negotiations for the sale of Omega, during which time Buyers were given access to certain Omega financial documents, including profit and loss statements and balance sheets.

10. Doub provided Buyers with a Liabilities and Owners Equity Statement for 2015 which contained a receivable entry titled “Due from Officers” for \$256,395.27 as an asset of the Omega. Doub explained the “Due from Officers” receivable was money owed to Omega from Doub which he had not yet paid back.

11. At no time during the negotiation of the sale of Omega did Doub indicate that the \$256,395.27 Omega receivable asset titled “Due from Officers” would be forgiven or otherwise removed as an Omega asset in the purchase transaction.

12. Buyers relied on the \$256,395.27 “Due from Officers” as a receivable asset entry in evaluating Omega’s value and agreeing to the purchase Omega.

13. Buyers ultimately agreed to a seller financed stock purchase arrangement, suggested by Doub, whereby Buyers would make a down payment of \$400,000 and Buyers and Omega would execute a promissory note in favor of Doub for all of his shares of Omega.

14. The agreement was reduced to writing by Doub’s attorney in a Stock Purchase Agreement (“Purchase Agreement”), which contained four (4) exhibits, consisting of a

Promissory Note, Security Agreement, Lease Agreement, and Management Consulting Agreement. A true and correct copy of the Purchase Agreement with exhibits is attached hereto as Exhibit A.

15. As part of the purchase transaction, Doub also required that Buyers each sign a Confidentiality and Non-Competition Agreement, a copies of which are attached hereto as Exhibit B, which they each executed on December 29, 2015 as “employees” and Doub as the “employer.”

16. On December 29, 2015, the Purchase Agreement was executed by Buyers as individuals and by Doub as seller.

17. On December 29, 2015, Buyers each made a \$200,000 down payment to Doub by personal check, in satisfaction of the \$400,000 down payment requirement in the Purchase Agreement. Doub negotiated both checks.

18. The Promissory Note which was incorporated into the Purchase Agreement was executed on December 29, 2015 by Buyers as individuals as makers, by Doub on behalf of Omega in his capacity as President, and by Doub individually as the holder.

19. The Promissory Note lists the amount as “Amount \$1,600,000 +/-” and has an attached schedule with estimated installment payments to be made to Prep, instead of Doub directly.

20. The schedule attached to the Promissory Note did not contain dates or payment amounts for any payments due under the note or the method of payment or payor.

21. Doub indicated to Buyers that the Promissory Note did not contain a sum certain because he wanted to net \$2,000,000 from the transaction after taxes and expenses but those amounts were not yet known.

22. The Security Agreement which was incorporated into the Purchase Agreement was executed on December 29, 2015 by Kubicki on behalf of Omega as debtor in his capacity as Vice-President and by Doub as the secured party.

23. The Lease Agreement which was incorporated into the Purchase Agreement was executed on January 1, 2016 by Kubicki on behalf of Omega as tenant in his capacity as Vice-President and by Doub as landlord.

24. The Management Consulting Agreement which was incorporated into the Purchase Agreement was executed on January 1, 2016 by Kubicki on behalf of Omega and by Doub on behalf of Prep.

25. Beginning in May 2016, Doub instructed Buyers that he would accept monthly payments on the Promissory Note from Omega to a Prep bank account. Doub instructed Kubicki to categorize the Omega to Prep payments as rent, mortgage, and other expense payments on Omega's financials.

26. Since the Purchase Agreement was executed, Doub has indicated he will not pay Omega the \$256,395.27 "Due from Officers" receivable and that he owes personally.

27. After the Purchase Agreement, Doub also added a \$60,000 expense item to the Omega profit and loss statements that was not previously disclosed to Buyers.

28. Beginning in March 2016, Doub instructed Kubicki to make payments toward the Promissory Note from Omega's operating account to a Prep account.

29. To date, Omega has made four (4) \$20,833 payments to Prep, totaling \$83,332, toward the outstanding balance of the Promissory Note.

30. After execution of the Purchase Agreement and after accepting four (4) payments toward the Promissory Note by Omega, Doub indicated to Buyers that he is no longer satisfied

with the terms of the Promissory Note and would cancel the Purchase Agreement if they did not agree to tender the remaining Promissory Note balance in full.

31. Buyers explored the option of alternative financing, including obtaining small business loans from traditional financial institutions, but have failed to find terms as favorable as those outlined in the Purchase Agreement.

32. After Buyers informed Doub that they would not pay the Promissory Note balance in full immediately, Doub indicated “the deal is cancelled” and that he would solicit other offers to sell Omega to a third-party.

33. Doub has indicated to Buyers that he will not return the \$400,000 down payment or amounts paid by Omega towards the Promissory Note.

34. Based on information and belief, Doub has solicited offers from third-parties to purchase Omega.

FIRST CAUSE OF ACTION – RESCISSION

35. Plaintiffs incorporate and re-allege paragraphs 1 through 34 as if fully set forth herein.

36. Doub induced Buyers to enter into the Purchase Agreement by making certain representations and providing Buyers with certain financial documents.

37. Buyers relied on Doub’s representations and those representations made in the financial documents in agreeing to and executing the Purchase Agreement.

38. Only after executing the Purchase Agreement did Buyers discover that the assets and liabilities of Omega were materially different than those represented by Doub during negotiation for the sale of Omega and Buyers.

39. Had Buyers known that Doub would not honor the \$256,395.27 receivable he owed Omega and add expense items to Omega's books they would not have agreed to or executed the Purchase Agreement and Promissory Note.

40. Doub has indicated that the Purchase Agreement has been cancelled and is actively soliciting third-party offers to purchase Omega.

41. Buyers wish to rescind the Purchase Agreement and have Doub return all funds paid to him and Prep pursuant to the Purchase Agreement, including but not limited to the \$400,000 down payment made by Jobson and Kubicki and the \$83,332 in payments made toward the note by Omega.

42. In order to return the parties to their positions before the Purchase Agreement was entered, Doub should be ordered to refund \$400,000 down payment made by Jobson and Kubicki and the \$83,332 in payments made toward the note by Omega.

SECOND CAUSE OF ACTION – UNJUST ENRICHMENT

43. Buyers personally paid \$400,000 to Doub and additional payments totaling \$83,332 were made on Buyers' behalf for the purchase of Doub's stock in Omega.

44. Omega's actual value was not as accurately disclosed by Doub before the execution of the Purchase Agreement.

45. Doub remains in control of Omega and has terminated Jobson's employment with the company despite the fact that he is a putative owner of the company.

46. Doub has retained the \$400,000 down-payment made by Buyers and \$83,332 in payments made on Buyers' behalf by Omega.

47. Doub has indicated that he will not honor the Purchase Agreement and has actively solicited purchase offers from third-parties for the very Omega stock he sold to Buyers.

48. Doub would be unjustly enriched if he is allowed to keep the \$400,000 down-payment made by Buyers and \$83,332 in payments made on Buyers' behalf by Omega.

49. Buyers are entitled, in equity, to a refund of the \$400,000 down payment made by Jobson and Kubicki and the \$83,332 in payments made toward the note by Omega.

THIRD CAUSE OF ACTION – DECLARATORY JUDGMENT

50. Plaintiffs incorporate and re-allege paragraphs 1 through 28 as if fully set forth herein.

51. The total sale price of Omega was to be outlined in the Promissory Note which was incorporated by reference in the Purchase Agreement.

52. Outside of the Promissory Note, the Purchase Agreement did not proscribe any payment amounts or methods.

53. The Promissory Note lists the amount of the note, and therefore the purchase price, as "Amount \$1,600,000+/-".

54. The Promissory Note has an attached schedule which purports to list the payment schedule under the note.

55. The payment schedule attached to the Promissory Note does not list the date, amount, or method of future payments to be made.

56. The payment schedule attached to the Promissory Note has several "Prep payment" entries but fails to define who or what Prep is or how payments to Prep are to be made.

57. The payment schedule attached to the Promissory Note also states that "Net Payment" amounts will vary according to "Tax Laws" and references Doub's tax filings despite the fact that no payments to Doub are outlined in the Promissory Note or schedule. The schedule also states that tax amounts in the schedule are only estimates and will vary.

58. Payment of taxes, expenses, or other consideration outside of the purchase price and interest are not listed, stated, or otherwise mentioned as Buyers' obligation in the Purchase Agreement, Promissory Note, or payment schedule.

59. The Purchase Agreement and all exhibits thereto, including the Promissory Note, are illusory and unenforceable for reasons including but not limited to the following:

- a. Failure to state a sum certain purchase price;
- b. Failure to define material payment terms including date, method of payment, payor, payee, and amount of payments;
- c. Failure to adequately state the parties' intended payment of tax and expense items related to the transaction.

WHEREFORE, Plaintiffs pray for an order that the Purchase Agreement be rescinded and Defendants make payment to Plaintiffs in an amount to be proven at trial not less than \$483,332; or in the alternative for an order directing Defendants to return to Plaintiffs funds totaling \$483,332 which they have unjustly retained; or in the alternative for an order directing Defendants to return to Plaintiffs funds totaling \$483,332 which were tendered pursuant to the unenforceable Purchase Agreement.

BRYAN L. JOBSON and JAMES P. KUBICKI,
Plaintiffs,

By: /s/ James D. Sherrets
James D. Sherrets #15756
James C. Boesen #24862
SHERRETS BRUNO & VOGT LLC
260 Regency Parkway Drive, Suite 200
Omaha, NE 68114
Tele: (402) 390-1112
Fax: (402) 390-1163
Email: law@sherrets.com
ATTORNEYS FOR THE PLAINTIFFS

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing was served via first class U.S. mail, postage prepaid, this 8th day of September, 2016, to the following:

Allen W. Doub
7030 Bennington Rd
Omaha, NE 68152

Omega Chemical Company, Inc.
c/o RA Jeffrey S. Hamernik
17445 Arbor
Omaha, NE 68130

PREP, Inc.
c/o RA Jeffrey S. Hamernik
17445 Arbor
Omaha, NE 68130

Kathryn J. Derr
Berkshire & Burmeister
1301 S. 75th St. #100
Omaha, Nebraska 68124

/s/ James C. Boesen

STOCK PURCHASE AGREEMENT

This Agreement is made and entered into this 29th day of December 2015, by and between BRYAN L. JOBSON, 7557 Burlington Street, Ralston, NE 68127, and JAMES P KUBICKI, 15417 Allian Drive, Omaha, Nebraska 68137 (collectively "Buyer"), Omaha, Nebraska and ALLEN W. DOUB ("Seller") whose address is 7261 Carousel Lane, Fort Myers, Florida 33966.

WITNESSETH:

A. Omega Chemical Company, Inc. is a corporation duly organized and in good standing under the laws of the State of Nebraska, having its principal place of business at 7577 Burlington Street, Omaha, Nebraska 68127 (hereinafter, the "Company");

B. Allen W. Doub is the owner of 7,140 shares of the issued and outstanding shares of the Company, representing one hundred (100) percent of the issued and outstanding shares of the Company;

C. Jobson and Kubicki desire to acquire the shares of Seller, on the terms and conditions set forth below, and Doub desires to sell his shares to Jobson and Kubicki on these terms and conditions;

NOW THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants contained in this Purchase Agreement, the parties agree:

SECTION I SALE AND PURCHASE

Subject to the terms and conditions set forth in this Purchase Agreement, Seller shall sell their respective shares to Buyer, and Buyer shall purchase the shares from Seller.

Seller owns the shares corresponding exactly with the number of shares appearing with the Sellers' name as it appears in this Purchase Agreement.

Buyer shall not be obligated to purchase any of the shares of the Company unless all shares to be purchased hereunder shall be delivered to Buyer at closing in accordance with the provisions of this Purchase Agreement, and in proper form for transfer.

SECTION II PURCHASE PRICE AND DELIVERY OF SHARES

A. The consideration for the total issued and outstanding 7,140 shares of Seller in the Company shall be paid as follows:

Page 1 of 11



- (i) \$400,000.00 cash to Seller on the Closing Date;
- (ii) The remaining Purchase Price shall be pursuant to the Promissory Note attached hereto and incorporated herein as Exhibit A, and paid in accordance to the terms set forth therein. The Promissory Note shall be secured by a Security Agreement, attached hereto and incorporated herein as Exhibit B, in all of the assets of the Company;
- (iii) As further security for the payments due Seller herein, the Company shall purchase life insurance policies on the lives of Jobson and Kubicki, respectively. Buyers acknowledge that as of the date of this Purchase Agreement, life insurance policies identified below are in place:

Bryan Jobson, New York Life, Policy No. 24482710, \$2 million;

James Kubicki, AXA, Policy No. 43265445, \$176,158.00

James Kubicki, ING, Policy No. 3177202R, \$250,000.00

During the term of this Purchase Agreement, Seller shall be named as beneficiary under the life insurance policies for the amount due Seller under this Purchase Agreement.

- (iv) The Company is the holder of a Visa credit card primary account number xxxxxxxxxxxx (the "Visa Card"). During the term of this Agreement, Buyer shall cause the Visa Card, or any other credit card designated by Seller, to be the sole and exclusive credit card utilized by the Company, its shareholders and employees. The Company shall pay all amounts due and owing under the Visa Card in a timely manner as required under the terms of the cardholder agreement. The Company shall indemnify Seller for all liability resulting from the use of the Visa Card. During the term of this Purchase Agreement, all member benefits acquired and/or accruing as a result of the use of the Visa Card shall be the sole property of Seller, and Seller shall be permitted to use the member benefits as determined in Seller's sole discretion.
- (v) Every calendar month during the term of this Purchase Agreement, Buyer agrees to no less than one (1) in-person consultation with Jeffrey Hamernik, accountant for the Company, at the Company's offices. Buyer consents to retain Jeffrey Hamernik as the sole accountant and sole tax preparer for Company during the term of this Purchase Agreement.
- (vi) During the term of this Purchase Agreement, Seller shall have full and complete access to Company's financial records, including but not limited to bank statements, accounting statements, computerized financial records maintained by Company, and all other documents requested by Seller.

(vii) The Company shall execute the real property lease (the "Lease"), attached hereto and incorporated herein as **Exhibit C**, for lease of the real property owned by Seller and used by the Company in operation of its business (the "Real Property"). Upon full and final payment under this Purchase Agreement, Seller shall deliver to Buyer, or Buyer's assignee, a warranty deed to Real Property, free and clear of all liens, encumbrances, and assessments, except those of record, and accompanied by all other documents necessary for an effective transfer of the Real Property to Buyer or Buyer's assignee.

(viii) Upon full and final payment under this Purchase Agreement, any and all debt obligations of Seller to the Company shall be deemed paid in full.

B. Seller shall retain all certificates of stock of Company during the term of this Purchase Agreement, including all rights, powers and duties associated therein. Upon full and final payment under this Purchase Agreement, Seller shall deliver to Buyer the certificates of stock, free and clear of all liens, encumbrances, and restrictions on transfer, duly endorsed in blank for transfer, and accompanied by all other documents necessary for an effective transfer to Buyer.

C. On the Closing Date, Buyers shall cause the Company to execute and deliver the Management Consulting Agreement, attached hereto and incorporated herein as **Exhibit D**, to Prep, Inc.

SECTION III CLOSING

The closing of the transaction provided for in this Purchase Agreement shall be at the offices of Berkshire & Burmeister, 1301 South 75th Street, Suite 100, Omaha, Nebraska 68124, or such other place as Seller may designate, on a date to be specified by Seller, but in no event shall be later than November 30, 2015, and on not less than three (3) days' notice to Buyer. The date so specified by Seller is referred to as the Closing Date.

SECTION IV REPRESENTATIONS AND WARRANTIES OF SELLERS

Seller represents and warrants to Buyer that:

(a) Seller, at the Closing Date, shall have full and valid title to the shares to be delivered by the Seller, and there will be no existing impediment to the sale and transfer of those shares to Buyer. On delivery to Buyer of the shares to be delivered under this Purchase Agreement, the shares shall be free and clear of all liens, charges, and encumbrances, and shall be legally issued, fully paid, and non-assessable shares of the Company. The shares of the Company delivered under this

Purchase Agreement will constitute one hundred percent (100%) of the issued and outstanding shares of the Company existing as of the Closing Date.

(b) Seller has the full right, power, legal capacity, and authority to enter into this Purchase Agreement, and to sell and to deliver to Buyer the shares to be sold and delivered under this Purchase Agreement.

(c) The Company is not in breach of any of the terms, provisions of, or in default under, any note, indenture, mortgage, deed of trust, loan agreement, limited partnership agreement or other agreement or instrument in which the Company is a party or may be bound, and; the execution, delivery and performance of this Purchase Agreement by the Seller will not conflict with or result in any breach of any of the terms, provisions of, or constitute a default under, any note, indenture, mortgage, deed of trust, loan agreement, limited partnership agreement or other agreement or instrument in which the Company is a party or by which the Seller is bound.

(d) The Company is a corporation duly organized and validly existing and in good standing under the laws of the State of Nebraska, and has all of the corporate powers necessary to engage in the business in which it is presently engaged, and is duly authorized to do business in any other state in which the Company is doing business.

(e) The Company has authorized capital stock consisting 100,000 shares of common voting stock with a par value of \$1.00 per share, and of which 7,140 shares are issued and outstanding. There exist no other shares of the Company, whether voting or non-voting, issued and outstanding

(f) The Company has filed all federal, state, county and local income tax, withholding, FICA, excise, property, sales, use and other tax returns which it is required to file, and has paid all taxes due for the periods prior to the date of this Purchase Agreement; no deficiencies have been proposed or assessed against the Company or Seller by the Internal Revenue Service or any other taxing authority, and no waivers of statutes of limitations or other extensions of time for the assessment of any tax against the Company or Seller are currently in effect.

(g) There are no facts in existence of the date of this Purchase Agreement and known to Seller which might serve as the basis of any material liabilities of the Company other than those described in the financial statements or tax returns of the Company.

(h) The Company has good and marketable title to all of its property and assets, including the property and assets reflected in the above-described balance sheet, except property and assets disposed of since that date in the ordinary course of business. In all instances, the remaining property and assets are subject to no mortgage, pledge, lien, conditional sales agreement, lease, encumbrance, or charge that is not disclosed on the above-described balance sheet, except minor liens of a character that in the aggregate are not substantial in amount, do not materially detract from the value of the property or assets subject thereto, or materially impair the operations of the Company.

(i) The Company is not a party to any employment contract with any officer, director, or shareholder, or to any lease, contract or agreement not negotiated in the ordinary course of business.

(j) The Company is not a defendant, or plaintiff against whom a counterclaim or cross-complaint has been asserted, in any litigation, pending or threatened, neither has any material claim been made or asserted against the Company, nor are there any proceedings involving the Company threatened by or pending before any federal, state, or municipal government, or any department, board, body, or agency thereof.

(k) The Company is not in violation of any provisions of its articles of incorporation or its bylaws or any provision of law, and neither has the Company defaulted under any agreement or other instrument to which the Company is a party to or by which the Company is bound.

(l) The Company is not in default in payment of any of its obligations that are not revealed in the most recent balance sheet furnished to Buyer.

(m) The Company presently maintains all the insurance policies required by applicable law or reasonably appropriate in connection with the operation of its business as presently conducted.

(n) Between the date of this Purchase Agreement and the Closing Date, the Company will not pay or declare any dividends, or make any distributions in respect of, or issue, purchase, or redeem any of its capital stock or any securities that evidence the right to purchase, or that are convertible into, common stock.

SECTION V REPRESENTATIONS AND WARRANTIES OF BUYER

Jobson and Kubicki, as Buyer, represent and warrants to Seller that:

(a) On the Closing Date, Buyer will have all necessary power and authority to consummate the transactions contemplated by this Purchase Agreement.

SECTION VI
CONDITIONS PRECEDENT TO SELLERS' OBLIGATIONS

Seller's obligations to perform and complete the transactions provided for under this Purchase Agreement shall be subject to:

- (i) Jobson and Kubicki, as Buyer, performing, on or before the Closing Date, all acts required herein as Buyer;
- (ii) The material accuracy of the representations and warranties of Buyer contained in this Purchase Agreement.

SECTION VII
CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

Buyer's obligation to perform and complete the transactions provided for in this Purchase Agreement shall be subject to Seller performing, before the Closing Date, all acts required of them, and shall be further subject to the material accuracy and correctness of the representations and warranties of Seller contained in this Purchase Agreement, and to the further conditions that:

(a) Prior to the Closing Date, the Seller shall have permitted Buyer and/or Buyer's representatives to conduct such reasonable investigation of the assets and business of the Company as it may desire, and Seller and the Company shall have given Buyer and/or his counsel, accountants and other representatives full access to all the assets, books, agreements, commitments, records and files of the Company, and Seller and the Company shall have furnished to Buyer those copies of documents and information concerning the business and affairs of the Company as Buyer reasonably requested. No such examination or investigation, or lack thereof, by Buyer, however, shall constitute a waiver or relinquishment on the part of Buyer of his rights to rely upon the covenants, representations and warranties made by the Seller in this Purchase Agreement. If Buyer, in its sole discretion, is not satisfied with any financial, business, legal or other aspect of the Company, or if Buyer is not satisfied that he has been provided access to all of the books, records and other related documents of the Company, Buyer may elect to terminate this Purchase Agreement by delivering written notice to Seller at the address given above on or before October 31, 2015. In the event that Buyer elects to terminate this Purchase Agreement, the obligations of the parties shall be null and void.

(b) Prior to the Closing Date, Seller shall have delivered to Buyer all books, papers, and records relating to the Company, the Company's properties, assets, liabilities, and rights being purchased under this Purchase Agreement; personnel records relating to the Company employees who are to be employed by the Company; detailed property records, property tax records and title

files and records.

(c) Prior to and/or on the Closing Date, Seller shall have executed any and all documents, instruments, agreements, and writings as reasonably required by Buyer to transfer Seller's shares in the Company subject to the terms and conditions set forth in Section II of this Purchase Agreement.

SECTION VIII CONTINUATION OF BUSINESS

During the period from the date of this Purchase Agreement to the Closing Date, Seller shall continue to conduct the business and operations of the Company in the same manner as it has been conducted previously, and shall maintain its books of account in accordance with generally accepted accounting principles consistently applied in a manner that fairly and accurately reflects its income, expenses, and liabilities. During that period, unless Buyer shall have given its prior written consent thereto, the Company will not, and the Seller will not cause the Company to, do any of the following:

(a) Incur any obligation or liability, absolute or contingent, other than current liabilities incurred in the ordinary and usual course of business.

(b) Incur any indebtedness for borrowed money, make any loans or advances to any individual, firm, or corporation, or assume, guarantee, indorse, or otherwise become responsible for the obligations of any other individual, firm, or corporation.

(c) Declare or pay any dividend on its capital stock, or acquire for value any of its outstanding capital stock.

(d) Subject any of its properties or assets to a mortgage, pledge, or lien, except encumbrances previously incurred in the ordinary and usual course of its business.

(e) Sell or transfer any of its properties or assets.

(f) Make any investment of a capital nature.

(g) Enter into any long term contracts or commitments.

(h) Use any of its assets or properties, except for proper corporate purposes, and as of the Closing Date, there shall exist in the Company bank account(s) no less than \$100,000.00.

(i) Modify, amend, cancel, or terminate any existing agreement, except in the ordinary and usual course of its business.

(j) Issue, sell, or contract to sell any equity or debt securities.

**SECTION IX
INDEMNIFICATION**

(a) Without in any way limiting or diminishing the warranties, representations, or covenants in this Purchase Agreement, or the rights or remedies available to Buyer for breach of this Purchase Agreement, Seller hereby agrees to hold Buyer and the Company harmless from and against all loss, liability, damages or expenses arising out of any claims, demands, penalties, fines, taxes, or other loss resulting directly or indirectly from the assertion of claims against the Company or Buyer by any government, corporation, partnership, entity or person arising before the Closing date and not fully disclosed in or specifically excepted by the provisions of this Purchase Agreement.

The Company and Buyer shall have full power and authority to take any and all action with respect to proceedings relating to any such claim, demand, penalty, fine, tax, or other loss, including the right to settle, compromise, and dispose of the proceedings in the name of the Company.

(b) The Company shall indemnify Seller against any claims, demands, penalties, fines, or taxes for transactions occurring after the Closing Date.

**SECTION X
EXPENSES OF SALE AND ATTORNEY'S FEES**

Buyer and Seller shall bear his/her/its own counsel fees and other costs and expenses relating to the sale under this Purchase Agreement. However, in the event any party to this Purchase Agreement shall employ legal counsel to protect its rights under this Purchase Agreement or to enforce any term or provision of this Purchase Agreement, then the party prevailing in any such legal action shall have the right to recover from the other party all of its reasonable attorney's fees, costs and expenses incurred in relation to such claim.

**SECTION XI
NO BROKERAGE FEES**

Buyer and Seller represent that none of them has employed any broker or entered into any agreement for the payment of any fees, compensation, or expenses to any person, firm, or corporation in connection with this transaction. Each shall indemnify the others against any such fees, compensation, or expenses that may be incurred, particularly any claim for a finder's fee.

**SECTION XII
NOTICES**

Any notice, report, or demand required or permitted by any provision of this Purchase

Agreement shall be deemed to have been sufficiently given or served for all purposes if it is sent by certified mail, postage and charges prepaid, as follows:

(a) If to Seller, to:

Allen W. Doub
7261 Carousel Lane
Fort Myers, Florida 33966

With a copy to:

Kathryn J. Derr
1301 South 75th Street, Suite 210
Omaha, Nebraska 68124

or to any other address or addresses as may be designated from time to time by Seller.

(b) If to Buyer, to:

Bryan L. Jobson
2626 South 15th Street
Omaha, Nebraska 68108

and

James P. Kubicki
15417 Allan Drive
Omaha, Nebraska 68137

With a copy to:

or to any other address or addresses as may be designated from time to time by Buyer.

SECTION XIII BINDING EFFECT

This Purchase Agreement shall inure to the benefit of and be binding on Buyer and Seller and their respective heirs, executors, administrators, successor, and assigns. This Agreement shall not be subject to abrogation by any heir, assign or other successor in interest to any party hereto without the

mutual written consent of all parties.

All representations and warranties shall survive the closing of the transactions under this Purchase Agreement.

**SECTION XIV
GOVERNING LAW**

This Purchase Agreement shall be governed by and construed under the laws of the State of Nebraska.

**SECTION XV
ENTIRE AGREEMENT**

This Purchase Agreement, together with all exhibits and the documents referred to and incorporated by reference, contain all the terms and conditions agreed upon by the parties with respect to the transaction contemplated in this Purchase Agreement, and shall not be amended or modified except by written instrument signed by all of the parties.

**SECTION XVI
COUNTERPARTS**

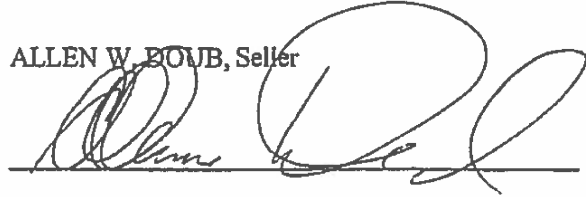
This Purchase Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument.

[Signatures on Following Page]

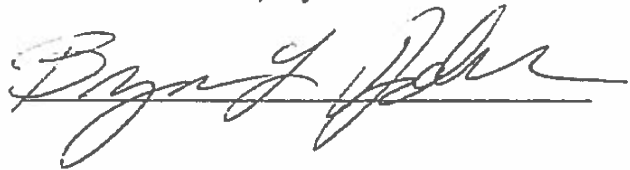
EXHIBIT A

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement, on the day and year first above written.

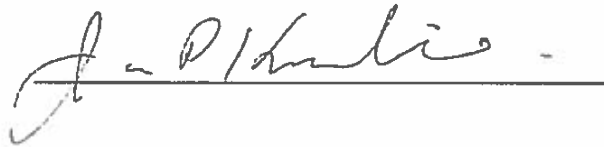
ALLEN W. BOUB, Seller

A handwritten signature in black ink, appearing to read "Allen W. Boub", written over a horizontal line.

BRYAN L. JOBSON, Buyer

A handwritten signature in black ink, appearing to read "Bryan L. Jobson", written over a horizontal line.

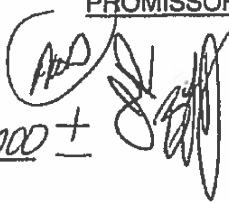
JAMES P. KUBICKI, Buyer

A handwritten signature in black ink, appearing to read "James P. Kubicki", written over a horizontal line.

PROMISSORY NOTE

Amount:

\$1,600,000 ±

Handwritten signature and initials in black ink, including a circled 'AD' and a large signature.

December 29, 2015

FOR VALUE RECEIVED, the undersigned, Omega Chemical Company, Inc., Bryan L. Jobson and James P. Kubicki, hereinafter collectively referred to as Maker, promise to pay to the order of Allen W. Doub, hereinafter referred to as Holder, the principal sum of set forth in the attached Exhibit A, together with interest thereon as hereinafter provided, both principal and interest payable in legal and lawful money of the United States of America as follows:

Terms of repayment are set forth in the attached Schedule 1, incorporated herein and made a part hereof.

The right is reserved in the Maker to prepay this Note in full or in part, at any time without penalty as to interest or premium. All payments received by Holder shall be applied first to accrued interest and then to outstanding principal.

In the event of the default by Maker in the terms of this Note or in any instrument given by Maker in favor of Holder as security for the payment of this debt, then the entire principal amount outstanding and all accrued interest thereon shall at once become due and payable at the option of Holder. Holder may exercise this option to accelerate during any default by Maker regardless of any prior forbearance. If suit is brought to collect upon this Note or if this Note is placed in the hands of an attorney for collection, the Holder shall be entitled to collect all reasonable costs and expenses incurred including, but not limited to reasonable attorney's fees.

In the event the principal amount of this Note is accelerated due to the default of Maker, then all matured and unpaid principal shall bear interest at the Wall Street Journal Prime Rate in effect at the date of the acceleration until paid.

Each Maker, surety, guarantor and endorser of this Note expressly waives all notices, demands for payment, presentation for payment, notice of intention to accelerate the maturity of the indebtedness, protest, notice of protest, presentment, and notice of dishonor as to this Note and as to each, every, and all installments hereof, and each consents that the Holder may at any time and from time to time upon request or by agreement with any Maker, surety, guarantor or endorser extend the date of maturity hereof or change the time or method of payment without notice to any of the other makers, sureties, guarantors or endorsers.

Except in the event of the payment of the full principal balance and accrued interest thereon, this Note may be terminated only by discharge in writing, signed by the party who is the owner and holder of this Note at the time enforcement of any discharge is sought.

This Promissory Note is secured by (i) a Security Agreement in and to all assets of Omega Chemical Company, Inc.

Holder will execute and deliver to Maker releases upon full payment in accordance with this Promissory Note.

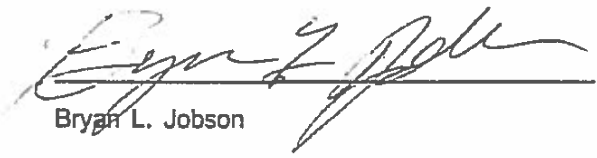
This Note shall be construed in accordance with the laws of the State of Nebraska and the laws of the United States applicable to transactions in Nebraska.

[Signatures on following page]

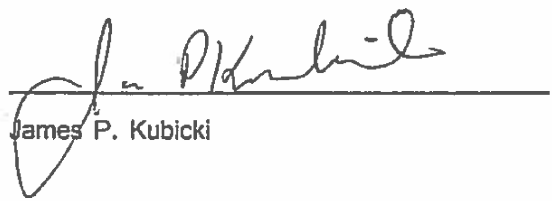
Omega Chemical Company, Inc.

By: 

Its: President



Bryan L. Jobson



James P. Kubicki

OMEGA CHEMICAL CORP
PURCHASE OF STOCK

Payment description	Gross Payment	Year	Estimated		Net Payment	Balance	Interest Rate/income 3.25%
			Tax Amount	Balance			
Down Payment	400,000.00	2015	77,391.00	322,609.00	1,677,391.00	0.00	
Prep payment	0.00	2016	0.00	0.00	1,677,391.00	0.00	
Payment	0.00	2016	0.00	0.00	1,677,391.00	0.00	
Prep payment	0.00	2016	0.00	0.00	1,677,391.00	0.00	
Payment	0.00	2017	0.00	0.00	1,677,391.00	0.00	
Prep payment	0.00	2017	0.00	0.00	1,677,391.00	0.00	
Payment	0.00	2018	0.00	0.00	1,677,391.00	0.00	
Prep payment	0.00	2018	0.00	0.00	1,677,391.00	0.00	
Payment	0.00	2019	0.00	0.00	1,677,391.00	0.00	
Prep payment	0.00	2019	0.00	0.00	1,677,391.00	0.00	
Payment	0.00	2020	0.00	0.00	1,677,391.00	0.00	
Prep payment	0.00	2020	0.00	0.00	1,677,391.00	0.00	
Balloon Payment	0.00	2021	0.00	0.00	1,677,391.00	0.00	
totals	\$ 400,000.00		\$ 77,391.00	\$ 322,609.00		\$	-

Note: The Net Payment against the outstanding balance will vary according to the Tax Laws that are in effect during the filing of Allen Doub's federal 1040 return for that year of gross payment. The amounts above for the tax amount are only estimated, and the exact tax amount could vary.

Version: FINAL

SECURITY AGREEMENT

This Security Agreement, dated as of December 29, 2015, is executed by Omega Chemical Company, Inc., a corporation organized under the laws of the State of Nebraska, having its principal office at 7577 Burlington Street, Ralston, Nebraska 68127 (together with its successors and assigns, "Debtor"), and Allen W. Doub, of 7261 Carousel Lane, Fort Meyers, FL 33966 ("Secured Party").

RECITALS

A. Debtor and Secured Party have entered into a Promissory Note, dated as of the date of this Security Agreement, in favor of Secured Party (as amended, modified or otherwise supplemented from time to time) (the "Note"), in the aggregate principal amount of \$*[dollar amount of note]*.

\$ 1,600,000. ±

B. In order to induce Secured Party to extend the credit evidenced by the Note, Debtor has agreed to enter into this Security Agreement and to grant Secured Party the security interest in the Collateral described below.

In consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, Debtor agrees with Secured Party as follows:

SECTION ONE. DEFINITIONS AND INTERPRETATION

When used in this Security Agreement, the following terms have the following respective meanings:

"Collateral" has the meaning given to that term in Section Two of this Security Agreement.

"Lien" shall mean, with respect to any property, any security interest, mortgage, pledge, lien, claim, charge or other encumbrance in, of, or on such property or the income therefrom, including but not limited to the interest of a vendor or lessor under a conditional sale agreement, capital lease or other title retention agreement, or any agreement to provide any of the foregoing, and the filing of any financing statement or similar instrument under the U.C.C. or comparable law of any jurisdiction.

"Obligations" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Debtor to Secured Party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising under or pursuant to the terms of the Note and this Security Agreement,

including all interest, fees, charges, expenses, attorney's fees and costs and accountants' fees and costs chargeable to and payable by Debtor hereunder and thereunder, including but not limited to any proceeding under Title 11 of the United States Code (11 U.S.C.A. §§ 101 et seq.), as amended from time to time (including post-petition interest).

"Person" shall mean and include an individual, a partnership, a corporation (including a business trust), a joint-stock company, a limited-liability company, an unincorporated association, a joint venture or other entity or a governmental authority.

"Permitted Liens" means: (a) any Liens existing as of the date of this Security Agreement on file with the applicable filing offices of the State of Nebraska (or any other state) with respect to the obligations identified in subparagraph (e) below; (b) (i) Liens existing as of the date of this Security Agreement and in the future incurred or imposed by law which were or are incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' Liens, interest of a vendor, lessor or licensee with respect to the purchase or license of the Debtor's products or services, a capital lease or other title retention agreement, purchase money security interests; and (ii) other similar Liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (c) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (d) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of Social Security, and mechanic's Liens, carrier's Liens and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements, and; (e) Liens in favor of Secured Party (as defined in this Security Agreement).

"Transaction Documents" means: (a) the Promissory Note dated *Dec 24* 2015, between Debtor, Bryan L. Jobson, and James P. Kubicki as Maker, and Allen W. Doub as Holder; (b) Stock Purchase Agreement, dated *Dec 29*, 2015, between Bryan L. Jobson and James P. Kubicki as Buyer and Allen W. Doub as Seller; (c) Real Property Lease dated *Dec 29* 2015, between Omega Chemical Company, Inc. as Lessee and Allen W. Doub as Lessor; (d) any subsequent amendment or modification to the herein referenced documents.

"U.C.C." means the Uniform Commercial Code as in effect in the State of Nebraska from time to time.

Unless otherwise defined in this Security Agreement, all terms defined in the U.C.C. have the respective meanings given to those terms in the U.C.C.

SECTION TWO. GRANT OF SECURITY INTEREST

As security for the Obligations, Debtor hereby pledges to Secured Party and grants to Secured Party a security interest in all right, title, interest, claims and demands of Debtor in and to the following described property, whether now existing or hereafter from time to time acquired (collectively, the "Collateral"):

A. All goods and equipment now owned or hereafter acquired, including but not limited to all computer equipment, office equipment, machinery, fixtures, vehicles, and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

B. All inventory now owned or hereafter acquired, including but not limited to all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Debtor's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Debtor's books relating to any of the foregoing;

C. All contract rights, general intangibles, payment intangibles and commercial tort claims, now owned or hereafter acquired, including but not limited to all patents, patent rights (and applications and registrations therefor), trademarks and service marks (and applications and registrations therefor), inventions, copyrights, mask works (and applications and registrations therefor), tradenames, trade styles, software and computer programs including source code, trade secrets, methods, processes, know-how, drawings, specifications, descriptions, and all memoranda, notes, and records with respect to any research and development, goodwill, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind and whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media;

D. All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Debtor arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Debtor (subject, in each case, to the contractual rights of third parties to require funds received by Debtor to be expended in a particular manner), whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Debtor and Debtor's books relating to any of the foregoing;

E. All documents, cash, deposit accounts, letters of credit, letter of credit rights, supporting obligations, certificates of deposit, instruments, chattel paper, electronic chattel paper, tangible chattel paper and investment property, including but not limited to all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all

financial assets held in any securities account or otherwise, wherever located, now owned or hereafter acquired and Debtor's books relating to the foregoing;

F. All other goods and personal property of Debtor, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired; and

G. Any and all claims, rights, and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, including but not limited to insurance, condemnation, requisition, or similar payments and the proceeds thereof.

SECTION THREE. GENERAL REPRESENTATIONS AND WARRANTIES

Debtor represents and warrants to Secured Party that: (a) Debtor is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Debtor acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Debtor acquires rights therein, will have) any right, title, claim, or interest (by way of Lien or otherwise) in, against or to the Collateral, other than Permitted Liens; (b) upon the filing of appropriately completed U.C.C.-1 financing statements in the appropriate filing offices, Secured Party has (or in the case of after-acquired Collateral, at the time Debtor acquires rights therein, will have), subject to Permitted Liens, a senior perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing; (c) all Inventory has been (or, in the case of hereafter produced Inventory, will be) produced in compliance with applicable laws, including the Fair Labor Standards Act; (d) all accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same except for reasonable and customary allowances for doubtful accounts, bad debt and similar exceptions; and (e) the originals of all documents evidencing all accounts receivable and payment intangibles of Debtor and the only original books of account and records of Debtor relating thereto are, and will continue to be, kept at the Debtor's principal place of business, presently located at the address of Debtor set forth in Section Nine below.

SECTION FOUR. COVENANTS RELATING TO COLLATERAL

Debtor agrees: (a) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Secured Party therein and the perfection and priority of such Lien, except for Permitted Liens; (b) not to use or permit any Collateral to be used: (i) in violation in any material respect of any applicable law, rule or regulation; or (ii) in violation of any policy of insurance covering the Collateral; (c) to pay promptly when due all taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral; (d) without thirty (30) days' written notice to Secured Party: (i) not to change Debtor's name or place of business (or, if Debtor has more than one place of business, its chief executive office), or the office in which Debtor's records

relating to accounts receivable and payment intangibles are kept; and (ii) not to change Debtor's state of incorporation; (e) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by Secured Party to perfect, maintain and protect its Lien under this Security Agreement and the priority thereof and to deliver promptly upon the request of Secured Party all originals of Collateral consisting of instruments; (f) to appear in and defend any action or proceeding which may affect its title to or Secured Party's interest in the Collateral; (g) if Secured Party gives value to enable Debtor to acquire rights in or the use of any Collateral, to use such value for such purpose; (h) to keep separate, accurate and complete records of the Collateral and to provide Secured Party with such records and such other reports and information relating to the Collateral as Secured Party may reasonably request from time to time; (i) not to surrender or lose possession of, sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein except with respect to Permitted Liens, and to keep the Collateral free of all Liens except Permitted Liens; provided that Debtor may sell, lease, transfer, license or otherwise dispose of any of the Collateral in the ordinary course of business consisting of: (i) the sale of inventory; (ii) sales of worn-out or obsolete equipment; and (iii) nonexclusive licenses and similar arrangements for the use of the property of Debtor; (j) if requested by Secured Party, to type, print or stamp conspicuously on the face of all original copies of all Collateral consisting of chattel paper a legend satisfactory to Secured Party indicating that such chattel paper is subject to the security interest granted hereby; (k) to collect, enforce and receive delivery of the accounts receivable and payment intangibles in accordance with past practice until otherwise notified by Secured Party; (l) to comply with all material requirements of law relating to the production, possession, operation, maintenance and control of the Collateral (including the Fair Labor Standards Act); and (m) to permit Secured Party and its representatives the right, at any time during normal business hours, upon reasonable prior notice, to visit and inspect the properties of Debtor and its corporate, financial and operating records, and make abstracts therefrom, and to discuss Debtor's affairs, finances and accounts with its directors, officers and independent public accountants.

SECTION FIVE. LITIGATION AND OTHER PROCEEDINGS

A. Upon reasonable request from the Secured Party, Debtor shall commence and diligently prosecute such suits, proceedings or other actions for infringement or other damage, or reexamination or reissue proceedings, or opposition or cancellation proceedings as are reasonable to protect any of the patents, trademarks, copyrights, mask works or trade secrets. No such suit, proceeding or other actions shall be settled or voluntarily dismissed, nor shall any party be released or excused of any claims of or liability for infringement, without the prior written consent of Secured Party, which consent shall not be unreasonably withheld or delayed.

B. Upon the occurrence and during the continuation of an Event of Default, Secured Party shall have the right but not the obligation to bring suit or institute proceedings in the name of Debtor or Secured Party to enforce any rights in the Collateral, including any license thereunder, in which event Debtor shall at the request of Secured Party do any and all lawful acts and execute any and all documents reasonably required by Secured Party in aid of such enforcement. If Secured Party elects not to bring suit to enforce any right under the Collateral, including any license thereunder, Debtor agrees to use all commercially reasonable measures, whether by suit, proceeding or other action, to cause to cease any infringement of any right under the Collateral by any Person and for that purpose agrees to diligently maintain any

action, suit or proceeding against any Person so infringing necessary to prevent such infringement.

SECTION SIX. DEFAULT AND REMEDIES

Default.

A. Default. Debtor shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default (as defined in the Note).

Remedies.

B. Remedies. Upon the occurrence and during the continuance of any such Event of Default, Secured Party shall have the rights of a secured creditor under the U.C.C., all rights granted by this Security Agreement and by law, including the right to: (a) require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party; and (b) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Secured Party deems appropriate and in connection with such preparation and disposition, without charge, use any trademark, trade name, copyright, patent or technical process used by Debtor. Debtor agrees that ten (10) days' notice of any intended sale or disposition of any Collateral is reasonable. In furtherance of Secured Party's rights under this Security Agreement, Debtor hereby grants to Secured Party an irrevocable, nonexclusive license (exercisable without royalty or other payment by Secured Party, but only in connection with the exercise of remedies under this Security Agreement) to use, license, or sublicense any patent, trademark, trade name, copyright or other intellectual property in which Debtor now or hereafter has any right, title, or interest, together with the right of access to all media in which any of the foregoing may be recorded or stored.

Application of Collateral Proceeds.

C. Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy under this Security Agreement (as well as any other amounts of any kind held by Secured Party at the time of, or received by Secured Party after, the occurrence of an Event of Default) shall be paid to and applied as follows:

1. To the payment of reasonable costs and expenses, including all amounts expended to preserve the value of the Collateral, of foreclosure or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all proper fees, expenses, liability and advances, including reasonable legal expenses and attorney's fees, incurred or made under this Security Agreement by Secured Party;

2. To the payment to Secured Party of the amount then owing or unpaid on the Note, and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon such Note,

then the amount remaining to be distributed (to be applied first to accrued interest and second to outstanding principal);

3. To the payment of other amounts then payable to Secured Party under any of the transaction documents (as defined in the Note and hereinafter, the "Transaction Documents"), and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid under such Transaction Documents, then the amount remaining to be distributed; and

4. To the payment of the surplus, if any, to Debtor, its successors and assigns, or to whosoever may be lawfully entitled to receive the same.

SECTION SEVEN. MISCELLANEOUS

Notices.

A. Notices. Except as otherwise provided in this Security Agreement, all notices, requests, demands, consents, instructions or other communications to or upon Debtor or Secured Party under this Security Agreement shall be in writing and faxed, mailed, or delivered to each party to the facsimile number or its address set forth below (or to such other facsimile number or address as the recipient of any notice shall have notified the other in writing). All such notices and communications shall be effective: (a) when sent by an overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed First-Class Mail and addressed as aforesaid through the United States Postal Service, on the third day following the deposit; (c) when delivered by hand, upon delivery; and (d) when faxed, upon confirmation of receipt.

To Debtor: Omega Chemical Company, Inc., 7577 Burlington Street, Ralston, Nebraska 68127.

Bryan L. Jobson, 2626 South 15th Street, Omaha, NE 68108

James P. Kubicki, 15417 Allan Drive, Omaha, NE 68135

With a copy to: *[name of attorney for debtor], [address of attorney for debtor]*

To Secured Party: Allen W. Doub, 7261 Carousel Lane, Fort Meyers, FL 33966

With a copy to: Kathryn J. Derr, 1301 South 75th Street, Suite 100, Omaha, Nebraska 68127.

No failure or delay on Secured Party's part in exercising any right under this Security Agreement shall

operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

Amendments and Waivers.

B. **Amendments and Waivers.** This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Debtor and Secured Party; provided that, if the Debtor issues additional Notes after the date of this Security Agreement, any purchaser of such Note may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and thereafter shall be deemed a "Secured Party" for all purposes under this Security Agreement. Each waiver or consent under any provision of this Security Agreement shall be effective only in the specific instances for the purpose for which given.

Assignments.

C. **Assignments.** This Security Agreement shall be binding upon and inure to the benefit of Secured Party and Debtor and their respective successors and assigns; provided, however, that Debtor may not sell, assign or delegate rights and obligations under this Security Agreement without the prior written consent of Secured Party.

Cumulative Rights, etc.

D. **Cumulative Rights, etc.** The rights, powers and remedies of Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any applicable law, rule or regulation of any governmental authority, any Transaction Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's rights under this Security Agreement. Debtor waives any right to require Secured Party to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in Secured Party's power.

Payments Free of Taxes, etc.

E. **Payments Free of Taxes, etc.** All payments made by Debtor under the Transaction Documents shall be made by Debtor free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, Debtor shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by Secured Party, Debtor shall furnish evidence satisfactory to Secured Party that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

Partial Invalidity.

F. **Partial Invalidity.** If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

Expenses.

G. **Expenses.** Debtor shall pay on demand all reasonable fees and expenses, including reasonable attorney's fees and expenses, incurred by Secured Party in connection with custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations which is not performed as and when required by this Security Agreement.

Construction.

H. **Construction.** Each of this Security Agreement and the other Transaction Documents is the result of negotiations among, and has been reviewed by, Debtor, Secured Party, and their respective counsel. Accordingly, this Security Agreement and the other Transaction Documents shall be deemed to be the product of all parties to this Security Agreement, and no ambiguity shall be construed in favor of or against Debtor or Secured Party.

Entire Agreement.

I. **Entire Agreement.** This Security Agreement taken together with the other Transaction Documents constitute and contain the entire agreement of Debtor and Secured Party and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter of this Security Agreement.

Other Interpretive Provisions.

J. **Other Interpretive Provisions.** References in this Security Agreement and each of the other Transaction Documents to any document, instrument or agreement: (a) includes all exhibits, schedules and other attachments thereto; (b) includes all documents, instruments or agreements issued or executed in replacement thereof; and (c) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein," and "hereunder" and words of similar import when used in this Security Agreement or any other Transaction Document refer to this Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Security Agreement or such other Transaction Document, as the case may be. The words "include" and "including" and words of similar import when used in this Security Agreement or any other Transaction Document shall not be construed to be limiting or exclusive.

Governing Law.

K. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without reference to conflicts of law rules (except to the extent governed by the U.C.C.).

Counterparts.

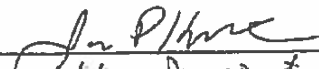
L. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

Termination of Security Interest.

M. Termination of Security Interest. Upon the payment in full of all Obligations, the security interest granted in this Security Agreement shall terminate and all rights to the Debtor Collateral shall revert to Debtor. Upon such termination Secured Party authorizes Debtor to file any U.C.C. termination statements necessary to effect such termination and Secured Party will execute and deliver to Debtor any additional documents or instruments as Debtor shall reasonably request to evidence such termination.

Debtor has caused this Security Agreement to be executed as of the day and year first above written.

Omega Chemical Company, Inc., Debtor

By: 
Its: Vice President.

LEASE AGREEMENT

This Lease Agreement (this "Agreement" or "Lease") is made effective ^{January 16}~~December 1, 2017~~, between Allen W. Doub, a single person, whose address is 7261 Carousel Lane, Fort Myers, Florida 33966 ("Landlord"), and Omega Chemical Company, Inc., a corporation organized under the laws of the State of Nebraska, having its principal office at 7577 Burlington Street, Omaha, Nebraska 68127 ("Tenant") (each individually a "Party," and collectively, the "Parties").

RECITALS

- A. Landlord owns certain real property located in Omaha, Douglas County, Nebraska, and more particularly described in the attached Exhibit 1 (the "Property").
- B. There is situated on the Property a building located at 7577 Burlington Street, Omaha, Nebraska 68127 (the "Building").
- C. Landlord and Tenant desire to enter into this Lease Agreement under which Tenant leases from Landlord the Building and the Property, all on the terms, conditions, and provisions and for the purposes set forth below in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

SECTION ONE. PREMISES

Lease of Premises.

A. Lease of Premises. Landlord leases to Tenant and Tenant leases from Landlord the entire Building, consisting of ~~[number of square feet]~~ square feet of gross leasable area (the "Premises"), more particularly described as outlined in the attached Exhibit 1.

47,000

Condition of Premises.

B. Condition of Premises. Tenant has inspected the Premises and has been given the opportunity prior to the execution of this Lease to conduct such tests, investigations, and examinations as Tenant desires or deems appropriate, and Tenant accepts the Premises in its present condition, "as is," without obligation of any kind or nature on the part of Landlord to repair, improve, alter, cleanup, or modify the Premises or any part of the Premises.

and Landlord shall be entitled to receive from Tenant, a late payment fee in an amount equal to \$333.00. Tenant acknowledges and agrees that this sum is not a penalty but is a reasonable estimate of the administrative costs and expenses which Landlord will incur as a result of Tenant's late payment. Any late payment charges imposed pursuant to this Paragraph C shall be in addition to all other amounts owing pursuant to the terms and conditions of this Lease, including but not limited to interest charges.

Triple Net Lease.

D. Triple Net Lease. It is the intent of the Parties that except as may be specifically provided to the contrary in this Lease, the rent applicable under paragraphs A and B of this SECTION THREE shall be absolutely net to Landlord throughout the Term of this Lease, and that as is provided for and described with more specificity in the various other sections of this Lease, Tenant shall pay for all building services, costs and expenses in connection with its use of the Building, including utility services and costs, costs and expenses of maintenance and repair of the Premises, landscaping maintenance, janitorial and cleaning services and expenses, real and personal property taxes and insurance relating or allocable to the Building or the activities in the Building, and any other items of cost or expense in any way incurred or necessary in connection with the use, occupancy, or operation of the Premises. The fact that Tenant's use or occupancy of the Premises may be disturbed or interrupted for any reason other than the negligent acts of Landlord shall not in any way suspend, abate, reduce, or alter the obligation to pay rent under this Lease, except as may be specifically provided to the contrary in this Lease.

Personal Property Taxes.

E. Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges (collectively, "taxes") that are levied and assessed against the trade fixtures and personal property of Tenant installed or located in or on the Premises, and that become payable during the Term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

Payment.

F. Payment. Except to the extent expressly provided for elsewhere in this Lease, there shall be no abatement or apportionment at any time of the Base Rent or any other sums, amounts, payments, or impositions to be paid by Tenant under any of the terms, covenants, conditions, and provisions of this Lease during the Term. All rent and other amounts payable under the terms and provisions of this Lease shall be made in lawful money of the United States.

SECTION FOUR. USE; LIMITATIONS ON USE

Use.

A. Use. Tenant shall use the Premises for operation of Tenant's business, and for no other use without Landlord's prior written consent.

Limitations on Use.

B. Limitations on Use. Tenant's use of the Premises as provided in this Lease shall be in accordance with the following: Tenant shall not use, or permit any person or persons to use, the Premises for the sale or display of pornography, nudity, graphic violence, drug paraphernalia, or any goods or services which, in the sole discretion of Landlord, are inconsistent with the image of the commercial property. Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part of the Premises as a massage parlor, adult bookstore, or second-hand store or to conduct an auction, distress, fire, bankruptcy, or going-out-of-business sale. Tenant shall not use the Premises for any purpose that violates the laws of the United States of America; or the laws, ordinances, regulations, and requirements of the state, county, and city where the Leased Premises is located or of other lawful authorities.

Compliance with Laws.

1. Compliance with Laws. Tenant shall comply with all laws concerning the Premises or Tenant's use of the Premises, including, but not limited to, the obligation at Tenant's cost to alter, maintain, or restore the Premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the Premises during the Term.

Waste; Nuisance.

2. Waste; Nuisance. Tenant shall not use the Premises in any manner that will constitute waste, nuisance, or unreasonable annoyance (including, but not limited to, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Premises) to owners or occupants of adjacent properties. Tenant shall not use the Premises for sleeping, commercial preparation of food, washing clothes, or the preparation, manufacture, or mixing of anything that might emit any odor or objectionable noises or lights onto adjacent properties.

Hazardous Substances.

3. Hazardous Substances. Tenant shall not bring upon or in the Premises, use on the Premises, or permit to be brought upon, stored, or used on the Premises, any wastes, petroleum products, or hazardous substances except as otherwise used in the lawful operation of Tenant's business. Tenant shall hold harmless and indemnify Landlord from any and all damage, loss, injury, or liability of any nature arising from or associated with Tenant's use, storage, disposal, release or bringing on the Premises any hazardous substances as defined by local, state or federal laws, rules, regulations or

ordinances.

Insurance.

4. Insurance. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything on the Premises which will in any way increase the existing rate of or premium for fire or other insurance covering the Building.

Plumbing.

5. Plumbing. The plumbing facilities within the Building shall not be used by Tenant for any other purpose than that for which they are designed and constructed, and no foreign substance of any kind shall be put into the plumbing facilities. The expense of any breakage, stoppage or damage to such plumbing facilities resulting from a violation of this provision shall be borne by Tenant.

Locks.

6. Locks. Tenant shall not alter any lock or install any new or additional locks or any bolts on any door of the Premises, without immediately providing keys to Landlord.

Heavy Equipment.

7. Heavy Equipment. Safes and any other heavy equipment or objects shall be located within the Premises only in those areas and on such supports as are designated by Landlord. Tenant shall not place any safes or heavy objects within the Premises without first obtaining appropriate direction and approval from Landlord.

Telephones and Other Utility Lines.

8. Telephones and Other Utility Lines. Tenant shall not install any telephone or other special utility lines within the Premises without first obtaining Landlord's consent. Landlord shall designate the areas with the Premises in which telephone and other special utility lines and related equipment may be installed and how and where such lines are to be introduced.

Security.

9. Security. Tenant shall securely close and lock all doors and windows in the Premises before leaving the Building each day and shall insure that all water faucets and water apparatus and other equipment within the Premises are shut off so as to prevent waste or damage. Notwithstanding anything in this Lease contained to the contrary, Tenant shall be responsible for any damage to Landlord's property or to the property of other tenants within the Building caused by Tenant's failure to comply with the provisions of this Subparagraph 9, unless such damage is covered by and paid for by

Landlord's insurance.

Vending Machines.

10. Vending Machines. Tenant may install vending machines within the Premises for its own use only. If any such vending machines are desired by Tenant, they shall be installed by Tenant at Tenant's expense following Landlord's approval of such installation.

Floor Coverings.

11. Floor Coverings. Tenant shall not lay linoleum, tile, carpet or other similar floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved, in writing, by Landlord.

SECTION FIVE. MAINTENANCE, REPAIR AND ALTERATIONS

Tenant's Maintenance.

A. Tenant's Maintenance. During the Term of this Lease, Tenant agrees to keep and maintain, in good order, condition, and repair the interior of the Premises, including, by way of example only and not by way of limitation, interior walls, wall and window coverings, light fixtures, floor coverings, plumbing fixtures, glass and partitions. Tenant shall use carpet protectors or mats under all desk chairs located on carpeted areas. Tenant also shall maintain in good order, condition, and repair all external parts of the Building, including the roof, and shall maintain in good order, condition, and repair all plumbing and heating, air conditioning and ventilation equipment located upon the Premises, except to the extent that damage to the same is caused by Landlord or Landlord's employees, agents, or invitees.

Alterations.

B. Alterations. Tenant shall not make or allow any alterations to the Premises without Landlord's prior written consent. Any alterations made shall be constructed by Landlord, or by Parties not objectionable to Landlord, and shall be paid for by Tenant and shall remain on and be surrendered with the Premises on expiration or termination of the Term and shall be the property of Landlord, except that Landlord can elect within thirty (30) days before expiration of the Term, or within thirty (30) days after termination of the Term and Tenant's surrender of the Premises, to require Tenant to remove any alterations that Tenant has made to the Premises. If Landlord so elects, Tenant at its cost shall restore the Premises to their condition existing prior to Tenant's alterations, before the last day of the Term, or within sixty (60) days after notice of election is given, whichever is later.

If Tenant makes any alterations to the Premises as provided in this Paragraph B, the alterations shall not be commenced until ten (10) business days after Landlord has received notice from Tenant stating the date the installation of the alterations is to commence.

SECTION TWO. TERM

Fixed Term.

JK AED
A. **Fixed Term.** The Term of this Lease shall be for a period of five (5) years commencing on ~~December 1, 2016~~, (the "Commencement Date"), and expiring on ~~November 30, 2020~~ (the "Initial Term"). *Jan* *Dec 31, 2021* *JK AED*

Extension of Term.

B. **Extension of Term.** Unless either Party provides the other Party notice of election to not extend the Term of this Lease on or before ninety (90) days prior to the expiration of the Initial Term, the Term of this Lease shall automatically be extended for one additional consecutive period of one (1) year (the "Extension Period"), such Extension Period commencing on the expiration date of the Initial Term and expiring one (1) year later (the "Extended Term" and, together with the Initial Term, the "Term"), subject to the same terms and conditions contained in this Lease, provided that minimum monthly rent under SECTION THREE of this Lease for the Extended Term shall be increased in accordance with the provisions of SECTION THREE, Paragraph B.

SECTION THREE. RENT, MAINTENANCE FEES, TAXES, AND EXPENSES

Base Rent.

A. **Base Rent.** Tenant shall pay to Landlord throughout the Term of this Lease minimum monthly rent, without deduction, setoff, prior notice, or demand, the sum of \$3,333.00 per month (the "Base Rent"). Each such installment shall be due one month in advance on the first day of each month, commencing on the Commencement Date, and continuing through the Initial Term and the Extended Term. Any monthly installment of the Base Rent for any partial month shall be prorated at the rate of $\frac{1}{30}$ th of the monthly Base Rent per day. All rent shall be paid to Landlord at the address to which notices to Landlord are given.

Taxes, Maintenance Fees, and Other Expenses.

B. **Taxes, Maintenance Fees, and Other Expenses.** Tenant agrees to be responsible for, and shall directly and timely pay, all property taxes associated with the Building and the Property and the maintenance charges and other expenses described below. Such costs and expenses shall include, but shall not be limited to, upkeep, painting, repairs, replacements and improvements, sweeping and cleanup, window cleaning, utilities, telephone, Internet connections, heating and air conditioning, utility-related services including fire line water service charges, building security, premiums for liability, property damage and fire insurance, and all real and personal property taxes.

Late Fee.

C. **Late Fee.** If Landlord does not receive the Base Rent for any given month on or before the 5th day of such month, Tenant shall pay to Landlord, together with the Base Rent for such month,

Mechanics' Liens.

C. Mechanics' Liens. Tenant shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted by this Lease. Tenant shall keep the Premises free and clear of all mechanics' liens resulting from construction done by or for Tenant. Tenant shall have the right to contest the correctness or the validity of any such lien if, immediately on demand by Landlord, Tenant procures and records a lien release bond issued by a corporation authorized to issue surety bonds in the State of Nebraska in an amount equal to 125% of the amount of the claim of lien. The bond shall provide for the payment of any sum that the claimant may recover on the claim (together with attorneys' fees and costs of suit, if the claimant recovers them in the action).

SECTION SIX. INDEMNIFICATION; INSURANCE

Indemnification of Landlord.

A. Indemnification of Landlord. Tenant shall hold Landlord harmless from any and all damages to any person or property occurring in, on, or about the Premises, except for damages caused solely by the negligence or willful acts of Landlord.

Public Liability and Property Damage Insurance.

B. Public Liability and Property Damage Insurance. Tenant at its cost shall maintain public liability and property damage insurance and products liability insurance with a single combined liability limit of not less than \$1,000,000 [dollar amount of combined liability limit], and property damage limits of not less than \$ [dollar amount of property damage limit], insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the Premises.

All public liability insurance, products liability insurance, and property damage insurance shall insure performance by Tenant of the indemnity provisions of Paragraph A of this SECTION SIX, and shall contain cross-liability endorsements.

Increase in Amount of Public Liability and Property Damage Insurance.

C. Increase in Amount of Public Liability and Property Damage Insurance. Not more frequently than each annual anniversary of execution of this Agreement, if, in the opinion of Landlord's lender or of the insurance broker retained by Landlord, the amount of public liability and property damage insurance coverage at that time is not adequate, Tenant shall increase the insurance coverage as required by either Landlord's lender or Landlord's insurance broker.

Tenant's Fire Insurance.

D. Tenant's Fire Insurance. Tenant at its cost shall maintain on all its personal property,

Tenant's Improvements, and alterations, in, on, or about the Premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, to the extent of their full replacement value. Unless this Lease is terminated pursuant to the provisions of SECTION SEVEN or EIGHT, the proceeds from any such policy shall be used by Tenant for the replacement of personal property or the restoration of Tenant's Improvements or alterations.

Additional Requirements.

E. Additional Requirements. All insurance policies under this Lease will (i) be taken out with insurers acceptable to Landlord; (ii) be in a form reasonably satisfactory to Landlord; (iii) be noncontributing with, and will apply only as primary and not excess to any other insurance available to Landlord or Landlord's mortgagees; (iv) contain an undertaking and agreement by the insurers to notify Landlord and Landlord's mortgagees in writing not less than thirty (30) days before any material change, cancellation, or termination of any such insurance; (v) contain provisions causing insurance proceeds to be made payable to Landlord; and (vi) name Landlord as an additional insured. Tenant shall deliver certificates of insurance, reasonably acceptable to Landlord, executed by Tenant's insurers evidencing that the required insurance is in force, or, if required by Landlord or Landlord's mortgagees, Tenant will deliver certified copies of each insurance policy as soon as possible after the placing of the insurance. No review or approval of any insurance certificate or insurance policy by Landlord derogates from or diminishes Landlord's rights under this Lease.

Waiver of Subrogation.

F. Waiver of Subrogation. The Parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the Premises and to the fixtures, personal property, Tenant's Improvements, and alterations of either Landlord or Tenant in or on the Premises that are caused by or result from risks insured against under any insurance policies carried by the Parties in force at the time of any such damage to the extent that such policies cover the loss or damage.

Cancellation of Insurance.

G. Cancellation of Insurance. Tenant shall not do or permit anything to be done that results in the cancellation or threatened cancellation or the reduction of coverage, or threatened reduction of coverage, under any insurance policy on the Premises or any improvements located on or in the Premises.

Tenant's Failure to Pay.

H. Tenant's Failure to Pay. Tenant agrees that should Tenant fail to comply with this SECTION SIX, Landlord shall have the right to obtain the required insurance and pay the premiums for such insurance, and in such event the entire amount of such premiums shall be immediately paid by Tenant to Landlord; provided, however, Landlord shall have no obligation or duty to obtain such insurance in the event of Tenant's failure to provide such insurance and Tenant shall hold Landlord harmless from any losses due to such failure.

Indemnification.

I. Indemnification. Tenant agrees to defend, pay, indemnify and hold harmless Landlord from and against any and all claims, demands, fines, suits, actions, losses, damages, costs, expenses (including attorneys' fees), proceedings, orders, decrees or judgments of any kind or nature by or in favor of anyone whomsoever resulting from or in connection with any loss of life, bodily or personal injury, or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the Premises occasioned wholly or in part through the use or occupancy of the Premises, or resulting from any act or omission or negligence of Tenant, or any invitee or licensee of Tenant, or any employee, agent or contractor of the same in, upon, at or from the Premises. Tenant and all those claiming by, through, or under Tenant shall store their property in and shall occupy and use the Premises and any improvements in or on the Premises and appurtenances to the Premises solely at their own risk, and Tenant and all those claiming by, through, or under Tenant do now release Landlord, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising, directly or indirectly, out of or on account of such occupancy and use. Landlord shall not be responsible or liable for damages at any time to Tenant, or to those claiming by, through, or under Tenant, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons, or any other Tenants. Landlord shall not be responsible or liable for damages at any time for loss of life, or injury or damage to any person or to any property or business of Tenant, or those claiming by, through or under Tenant, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing or backing up of water, steam, gas, sewage, snow or ice in or around any part of the Premises, or caused by or resulting from acts of God or the elements. Tenant acknowledges that all of the foregoing provisions of this paragraph I shall apply and become effective from and after the date Landlord shall deliver possession of the Premises to Tenant.

Assumption of Risk.

J. Assumption of Risk. Anything in this Lease to the contrary notwithstanding, after commencement of the Term of this Lease, Tenant assumes full risk of damage to its personal property, fixtures, equipment, tools, improvements, stock, goods, wares, or merchandise that it may have in or on or about the Premises, where such damage results from fire, lightning, extended coverage perils, flood, or any catastrophe, regardless of cause or origin. Landlord shall not be liable to Tenant or anyone claiming by, through or under Tenant, including Tenant's insurance carrier or carriers, for any loss or damage resulting from fire, lightning or extended coverage perils, or from an act of God. Landlord shall not be liable to any insurance carrier for damages insured against, either directly or by way of subrogation.

Release of Landlord.

K. Release of Landlord. Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause. Tenant waives and releases all claims against Landlord for damage or injury to person or property arising for any reason, except for damage caused by Landlord's gross negligence or intentional misconduct.

SECTION SEVEN. DESTRUCTION

Destruction by Fire or Other Casualty.

A. Destruction by Fire or Other Casualty. If the Premises shall be damaged by fire, unavoidable accident, or other casualty covered by fire and extended coverage insurance and such damage is not caused by the act, or failure to act, of Tenant, its employees, agents, licensees, permittees, or invitees, then Landlord shall cause such damage to be repaired. If the Premises shall be rendered wholly untenable by reason of such occurrence, Landlord shall cause such damage to be repaired; provided, however, if the Premises cannot be repaired within one hundred twenty (120) days, Landlord may, at its election, made within sixty (60) days following the occurrence of such damage or destruction, elect to terminate this Lease. In the event of such termination, rent shall be abated from and after such date of the damage or destruction. If Landlord does not terminate this Lease following damage or destruction of the Premises, Landlord shall commence and complete a restoration of the Premises within a reasonable time after such damage or destruction. Tenant agrees to give Landlord immediate notice of any damage to the Premises by fire, the elements, or any other casualty.

Loss or Damage.

B. Loss or Damage. Landlord shall not be liable for:

1. Any loss or damage to any property of Tenant or of others located on the Premises, by theft or otherwise; or
2. Any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, electricity, water, rain or snow or leaks from any part of the Property or from the pipes, appliances, or plumbing works or from the roof, street, or subsurface or from any other source of water or moisture, or by any other cause of any nature, unless such damage shall be caused by the willful acts or gross negligence of Landlord, its agents, representatives, or employees.

Except for loss, damage, or injury resulting solely from the willful acts or gross negligence of Landlord, its agents, representatives, or employees, all property of Tenant kept or stored on the Premises shall be so kept at or stored at the risk of Tenant only. Tenant shall hold Landlord harmless from any claims arising out of damage to or loss of property and from any claims for personal injury, for any event occurring on the Premises, unless such damage shall be caused solely by the willful acts or negligence of Landlord, its agents, representatives, or employees.

Abatement or Reduction of Rent.

C. Abatement or Reduction of Rent. In case of damage or destruction, and if this Lease is not terminated pursuant to Paragraph A of this SECTION SEVEN, the rent shall be abated wholly or proportionately, as the case may be, until the damage shall be repaired and the Premises restored;

provided, however, that if such damage or destruction is caused by Tenant, its agents, representatives, or employees, there shall be no abatement of rent.

Loss During Last Part of Term.

D. Loss During Last Part of Term. If destruction to the Premises occurs during the last year of the Term, and the cost of restoration exceeds 120% [percentage of replacement value]% of the then replacement value of the Premises, either Landlord or Tenant can terminate this Lease by giving notice to the other not more than sixty (60) days after the destruction.

SECTION EIGHT. CONDEMNATION

Condemnation.

A. Condemnation. If the whole or any part of the Premises shall be taken or condemned for a public or quasi-public use or purpose by any competent authority and consequently the balance of the Premises cannot be used by Tenant for the same purpose as before such taking or condemnation, then and in either of such events, the Term of this Lease shall terminate when possession of the Premises shall be taken by the condemning authorities. Any award, compensation, or damages (the "award") for that portion of the Premises which does not include any personal property of Tenant shall be paid to and be the property of Landlord. It is understood that in the event of such termination of this Lease, neither Landlord nor Tenant shall have any claim against the other for the value of any unexpired Term of this Lease, and Tenant shall have no right or claim to any part of the award on account of such taking or condemnation, except as may pertain to any tangible personal property of Tenant which it would be entitled to remove upon any termination of this Lease.

Partial Condemnation.

B. Partial Condemnation. If only a part of the Premises shall be taken or condemned for a public or quasi-public use or purpose by any competent authority, and consequently the balance of the Premises can be used for the same purpose as before such taking or condemnation, then this Lease shall not terminate as a result of such partial taking or condemnation and Landlord, at its sole cost and expense, but only to the extent of the award for such taking received by Landlord, shall repair and restore the Premises and improvements on the Premises. The determination of whether or not the Premises can be used for the same purpose shall be made by Tenant, subject to the requirement that such determination is reasonably made by Tenant. Any award paid as a consequence of such taking or condemnation shall be paid to Landlord and be applied to the cost of repair and restoration. Any sums remaining after such application shall be the property of Landlord. There shall be a reduction in the rental in direct proportion to the reduction of the Premises as a result of such taking or condemnation.

SECTION NINE. ASSIGNMENT

Prohibition Against Assignment, Subletting, and Encumbering.

A. Prohibition Against Assignment, Subletting, and Encumbering. Tenant shall not assign or encumber its interest in this Lease or in the Premises, or sublease all or any part of the Premises, or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the Premises, without first obtaining Landlord's written consent. Any assignment, encumbrance, or sublease without Landlord's consent shall be void and, at Landlord's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this Paragraph A.

Any dissolution, merger, consolidation, or other reorganization of Tenant, or the sale or other transfer of a controlling ownership interest in Tenant, or the sale of at least 51% of the value of the assets of Tenant, shall be deemed a voluntary assignment under this Lease. The phrase "controlling percentage" means the ownership of, and the right to vote, stock or other interests possessing at least 51% of the total combined voting power of all classes of Tenant's issued stock or other ownership interests.

Tenant does now irrevocably assign to Landlord, as security for Tenant's obligations under this Lease, all rent from any subletting of all or a part of the Premises as permitted by this Lease, and Landlord, as assignee and as attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease; except that, until the occurrence of an act of default by Tenant, Tenant shall have the right to collect such rent.

Any assignment, subletting, or other transfer of Tenant's interest under this Lease, whether pursuant to written consent of Landlord or as permitted under this Lease, shall not release or discharge Tenant from liability unless such release is expressly granted in writing by Landlord.

If Tenant requests Landlord to consent to a proposed assignment or subletting, Tenant shall pay to Landlord, whether or not consent is ultimately given, Landlord's reasonable attorneys' fees incurred in connection with each such request.

Involuntary Assignment.

B. Involuntary Assignment. No interest of Tenant in this Lease shall be assignable by operation of law (including, but not limited to, the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment:

1. If Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Tenant is the bankrupt; or, if Tenant is a partnership or consists of more than one person or entity, if any partner of the partnership or other person or entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

2. If a writ of attachment or execution is levied on this Lease; or
3. If, in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises.

An involuntary assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant.

SECTION TEN. DEFAULT

Tenant's Default.

A. Tenant's Default. The occurrence of any of the following shall constitute a default by Tenant:

1. Failure to pay rent or any other sums payable by Tenant under this Lease when due, if the failure continues for five (5) days after the date when such rent or other amount was due.
2. Abandonment and vacation of the Premises (failure to occupy and operate the Premises for thirty (30) consecutive days shall be deemed an abandonment and vacation).
3. Failure to perform any other nonmonetary provision of this Lease if the failure to perform is not cured within five (5) days after notice has been sent to Tenant. If the default cannot reasonably be cured within ten (10) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the ten (10) -day period and diligently and in good faith continues to cure the default.
4. Any representation or warranty by Tenant was materially false or inaccurate at the time of the execution of this Lease.

Notices given under Subparagraph 3 above shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in the notice.

Landlord's Remedies.

B. Landlord's Remedies. Landlord shall have the following remedies if Tenant commits a default and, where applicable, fails to cure within the times set forth in Paragraph A of this SECTION TEN. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

Tenant's Right to Possession Not Terminated.

1. Tenant's Right to Possession Not Terminated. Landlord can continue this Lease in full force and effect, but not longer than the Term, and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including, but not limited to, brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining Term of this Lease. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this Subparagraph 1 shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent Tenant shall have the right to assign or sublet its interest in this Lease, but Tenant shall not be released from liability.

If Landlord elects to relet the Premises as provided in this Subparagraph 1, rent that Landlord receives from reletting shall be applied to the payment of:

First, any indebtedness owed from Tenant to Landlord other than rent due from Tenant;

Second, all costs, including for repair, refurbishment, reconfiguration, restoration and maintenance, incurred by Landlord in reletting; and

Third, rent and any other payments, costs or fees, including late fees due and unpaid under this Lease.

After deducting the payments referred to in this Subparagraph 1, any sum remaining from the rent Landlord receives from reletting shall be held by Landlord and applied in payment of future rent as rent becomes due under this Lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this Lease, the rent received from the reletting is less than the rent due on that date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs, including for maintenance, Landlord incurred in reletting that remain after applying the rent received from the reletting as provided in this Subparagraph 1.

Termination of Tenant's Right to Possession.

2. Termination of Tenant's Right to Possession. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease, shall not, by themselves, constitute a termination of Tenant's right to possession or a termination of this Lease. On termination of this Lease, Landlord has the right to recover from Tenant:

a. The worth, at the time of the award, of the unpaid rent owed under this Lease at the time of termination of this Lease;

b. The worth, at the time of the award, of the amount by which the unpaid rent that would have been owed under this Lease after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

c. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

d. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth, at the time of the award," as used in subparagraphs a and b above, is to be computed by allowing interest at the lesser of 3.25% per annum or the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in Subparagraph c above, is to be computed by discounting the amount at the discount rate of the Wall Street Journal Prime at the time of the award.

Landlord's Right to Cure Tenant's Default.

3. **Landlord's Right to Cure Tenant's Default.** Landlord, at any time after Tenant commits a default and has failed to perform within ten (10) days of notice of such default from Landlord, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the lesser of 3.25% per annum or the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

Interest.

C. **Interest.** Rent and any other amounts payable under this Lease by Tenant not paid within ten (10) days of when due shall bear interest from the date due until paid at the rate of 3.25% per annum.

Tenant's Right to Cure Landlord's Default.

D. **Tenant's Right to Cure Landlord's Default.** Landlord shall be in default of this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform if the failure to

perform is not cured within ten (10) days after notice of the default has been given by Tenant to Landlord. If the default cannot reasonably be cured within ten (10) days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within the ten (10)-day period and diligently and in good faith continues to cure the default.

SECTION ELEVEN. EXTERIOR FIXTURES AND FURNISHINGS; SIGNS; ADVERTISING; USE OF ROOF

Tenant's Restricted Right to Exterior Fixtures and Furnishings; Signs.

A. Tenant's Restricted Right to Exterior Fixtures and Furnishings; Signs. Tenant shall not, without Landlord's prior written consent, (i) make any changes to the exterior of the Premises; (ii) install any exterior lighting, canopies or awnings, or any exterior decorations, or paintings; (iii) install any drapes, blinds, shades or other coverings on exterior windows and doors (or change the type of window covering supplied with the Premises); (iv) install any sign, window or door lettering, placards, decorations or advertisements of any type which can be viewed from the exterior of the Premises; or (v) place any object near exterior windows or doors which may appear unsightly from outside of the Premises. Tenant shall not have the right to place, construct, or maintain any other sign, advertisement, awning, banner, or other exterior decoration without Landlord's prior written consent. All signs, awnings, canopies, decorations, lettering or other items approved by Landlord and installed by Tenant shall be kept in good repair and in proper operating condition at all times and any damage caused by or in connection with such items shall be repaired at Tenant's expense. Any items installed or maintained in violation of this provision may be promptly removed by Landlord at Tenant's expense.

Compliance With Laws.

B. Compliance With Laws. Any exterior fixtures and furnishings or signs that Tenant has the right to place, construct, and maintain shall comply with all laws, and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.

Right to Use Roof.

C. Right to Use Roof. Use of the roof on the Building is reserved to Landlord and Landlord may install upon the roof such equipment, signs, and antenna and other objects as Landlord deems appropriate with Tenant's written consent, such consent not to be unreasonably withheld, provided that any such objects which are visible to the general public are in keeping with the architectural theme of the Building.

Removal of Exterior Fixtures and Furnishings and Signs.

D. Removal of Exterior Fixtures and Furnishings and Signs. At the termination of this Lease, Tenant shall, at Tenant's sole cost and expense, remove all exterior fixtures and furnishings and signs installed or constructed by Tenant and shall repair and restore the Premises or the Building or

Property of which the Premises are a part to their condition prior to installation or construction of such signs.

SECTION TWELVE. LANDLORD'S ENTRY ON PREMISES

Landlord and its authorized representatives shall have the right to enter the Premises, upon at least twenty-four (24) hours' notice to Tenant, for any of the following purposes:

1. To determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease;
2. To do any necessary maintenance and to make any restoration to the Premises that Landlord has the right or obligation (if any) to perform;
3. To serve, post, or keep posted any notices required or allowed under the provisions of this Lease;
4. To post "for sale" signs at any time during the Term, to post "for rent" or "for lease" signs during the last six (6) months of the Term, or during any period while Tenant is in default, provided that such signs are to be posted in reasonable locations approved by Tenant, such approval not to be unreasonably withheld;
5. To show the Premises to prospective brokers, agents, buyers, tenants, or persons interested in a purchase or an exchange, at any time during the Term; or
6. At Landlord's expense, to shore the foundations, footings, and walls of the building and other improvements that are a part of the Premises and to erect scaffolding and protective barricades around and about the Premises, but not so as to prevent entry to the Premises, and to do any other act or thing necessary for the safety or preservation of the Premises if any excavation or other construction is undertaken or is about to be undertaken on any adjacent property or nearby street. Landlord's right under this provision shall not be construed to create any obligation for Landlord to maintain or repair the Premises, except as set forth in other provisions of this Lease.

Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the Premises as provided in this SECTION TWELVE, except damage resulting from the wrongful acts or gross negligence of Landlord or its authorized representatives.

Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this SECTION TWELVE.

Landlord shall conduct its activities on the Premises as allowed in this SECTION TWELVE in a manner that will minimize inconvenience, annoyance, or disturbance to Tenant, and shall be timely in the performance of its obligations under this SECTION TWELVE.

SECTION THIRTEEN. SECURITY DEPOSIT

Under the prior Lease Agreement between Landlord and Tenant, Tenant deposited with Landlord the sum of \$3,333.00 as a security deposit, which deposit shall constitute the security deposit under this Agreement (the "Lease Security Deposit"). Landlord shall not be responsible for payment of any interest on the Lease Security Deposit and may commingle the Lease Security Deposit with the other funds of Landlord. If Tenant has complied with all the terms and conditions of this Lease, has promptly paid all rent and all other sums payable to Landlord under this Lease, and the Premises and furnishings (if any) have been surrendered in good and clean condition (including the cleaning of carpeting as may be required by Landlord), together with all keys to the Premises, Landlord shall refund to Tenant the balance of the Lease Security Deposit within thirty (30) days after Tenant's surrender of the Premises and furnishings (if any). In the event of any breach of this Lease by Tenant, Landlord shall have the right and option to retain all or any portion of the Lease Security Deposit as partial compensation of damages sustained by Landlord, without waiver of or prejudice to any other right or remedy to which Landlord may be entitled by law or this Lease. Tenant shall not have the right to apply the Lease Security Deposit to the rent payable for any period of the Term, including but not limited to the last month of the Term or any extension of the Term. If Landlord applies the Lease Security Deposit in payment of any obligation of Tenant under this Lease during the Term or any extension of the Term, Tenant shall pay to Landlord the amount necessary to reestablish the Lease Security Deposit balance within ten (10) days of Landlord's request for such payment.

SECTION FOURTEEN. PARKING

Parking.

A. Parking. Other than rented covered parking, handicapped designated parking, and customer-only designated parking, Landlord shall not permit reserved parking, but Tenant and Tenant's employees and invitees shall have the right to use all parking provided on the Property.

Modifications.

B. Modifications. Landlord reserves the right to change the arrangement, level and location of parking areas and the direction and flow of traffic to discourage unauthorized parking, so long as such changes do not materially affect Tenant's access to the Premises and to adequate parking facilities.

SECTION FIFTEEN. REPRESENTATIONS AND WARRANTIES

Representations and Warranties.

A. Landlord's Representations and Warranties.

1. Landlord represents and warrants that at execution of this Lease, there are no liens of any mortgage or deed of trust or lien or other security interest resulting from any method of financing or refinancing which encumbers or is intended to encumber the Building or the land underneath the Building, or the Property.

2. During the term of the Lease, and so long as Tenant is not in default under the terms of this Lease, Landlord represents and warrants that he shall not cause any liens of any mortgage or deed of trust or lien or other security interest resulting from any method of financing or refinancing which encumbers or is intended to encumber the Building or the land underneath the Building, or the Property.

SECTION SIXTEEN. MISCELLANEOUS

Notice.

A. Notice. All notices, requests, consents, and other communications required under this Lease shall be in writing and shall be sufficient for all purposes if personally delivered, or if mailed by certified or registered U.S. mail, return receipt requested, postage prepaid, or if sent by Federal Express or other nationally recognized air courier, expenses prepaid, and addressed as follows:

If to Landlord: Allen W. Doub
7261 Carousel Lane
Fort Meyers, Florida 33966

With a copy to: Kathryn J. Derr
1301 South 75th Street, Suite 100
Omaha, Nebraska 68124

If to Tenant: Omega Chemical Company, Inc.
7577 Burlington Street
Omaha, Nebraska 68127

With a copy to: _____

Any Party may change its address by notifying the other Party of the change of address. Notice shall be deemed communicated upon receipt or within seventy-two (72) hours from the time of mailing if mailed

to the address provided in this Paragraph A, whichever shall first occur.

B. No Waiver.

1. Any delay or omission in the exercise of any right or remedy of Landlord in relation to any default by Tenant shall not impair any such right or remedy and shall not be construed as a waiver of any kind or nature.

2. The receipt or acceptance by Landlord of delinquent rent or other amounts owed under this Lease shall not constitute a waiver of any default or any of Landlord's rights or remedies.

3. No act or conduct of Landlord, including, but not limited to, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of the Lease.

4. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

5. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

Sale or Transfer of Premises.

C. Sale or Transfer of Premises. If Landlord sells or transfers all or any portion of the Premises, Landlord, on consummation of the sale or transfer, shall be released from any liability accruing under this Lease after such sale or transfer if Landlord's successor has assumed in writing, for the benefit of Tenant, Landlord's obligations under this Lease. If any security deposit or prepaid rent has been paid by Tenant, Landlord can transfer the security deposit or prepaid rent to Landlord's successor and on such transfer Landlord shall be discharged from any further liability in reference to the security deposit or prepaid rent.

Enforcement.

D. Enforcement. In the event of default under any provision in this Lease, the defaulting Party agrees to pay the other Party all costs, including reasonable attorneys' fees, incurred by the other Party in enforcing its rights under this Lease whether or not court action is instituted, in addition to all other amounts due under this Lease and damages caused by the default.

E. Surrender of Premises.

1. On expiration or termination of the Term, Tenant shall surrender to Landlord the Premises and all Tenant's Improvements and alterations in good condition, ordinary wear and tear excepted, and Tenant shall remove all its personal property within the above stated time. Tenant shall immediately perform all restoration made necessary by the removal of any alterations or Tenant's personal property.

2. Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the Premises on expiration or termination of the Term as allowed or required by this Lease by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of upon expiration of such ten (10)-day period shall vest in Landlord. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of any such alterations or Tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs of storing, removing, and disposing of any alterations or Tenant's personal property.

3. If Tenant fails to surrender the Premises to Landlord on expiration or ten (10) days after termination of the Term as required by this Paragraph E, then Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, but not limited to, claims made by a succeeding tenant resulting from Tenant's failure to surrender the Premises.

Holding Over.

F. Holding Over. If Tenant, with Landlord's consent, remains in possession of the Premises after expiration or termination of the Term, or after the date in any notice given by Landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either Party. All provisions of this Lease, except those pertaining to term, shall apply to the month-to-month tenancy, and the monthly rent during any such holdover tenancy shall be increased to 125% of the Base Rent owed during the month preceding commencement of the holdover tenancy.

Time of Essence.

G. Time of Essence. Time is of the essence of each provision of this Lease.

Consent of Parties.

H. Consent of Parties. Whenever consent or approval of either Party is required, that Party shall not unreasonably withhold such consent or approval.

Corporate Authority.

I. Corporate Authority. If either Party is a corporation, that Party shall deliver to the other

Party on execution of this Lease a certified copy of a resolution of its board of directors (or of its executive committee with appropriate resolutions from its board of directors empowering such executive committee) authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the corporation.

Entire Agreement.

J. Entire Agreement. This Lease, including the exhibits attached to this Lease, constitutes the entire agreement between the Parties to this Lease relative to the subject matter of this Lease. Any prior negotiations, correspondence, or understandings relative to the subject matter of this Lease shall be deemed to be merged in this Lease and shall be of no further force or effect. This Lease may not be amended or modified except in writing executed by both of the Parties to this Lease.

Binding Effect.

K. Binding Effect. This Lease shall be binding on and inure to the benefit of the Parties and their successors and assigns, except as provided in SECTION NINE, Paragraph A.

Rent Payable in U.S. Money.

L. Rent Payable in U.S. Money. Rent and all other sums payable under this Lease must be paid in lawful money of the United States of America.

Real Estate-Brokers; Finders.

M. Real Estate-Brokers; Finders. Each Party shall hold harmless the other Party from all damages resulting from any claims that may be asserted against the other Party by any broker, finder, or other person, with whom the other Party has or purportedly has dealt.

Exhibits—Incorporation in Lease.

N. Documents—Incorporation in Lease. The Parties to this Lease, Bryan L. Jobson and James P. Kubicki are parties to a purchase transaction dated ~~October 29~~ ²⁹, 2015. All documents executed in the purchase transaction are deemed attached to this Lease and incorporated by reference. As set forth in the purchase transaction, it is the intent of the Parties that upon full and final payment of all obligations of Jobson and Kubicki under the purchase transaction that ownership of the Premises that are the subject of this Lease be transferred to Jobson and Kubicki, or their assignees.

Governing Law.

O. Governing Law. This Lease shall be construed and interpreted in accordance with the

laws of the State of Nebraska.

Use of Definitions.

P. Use of Definitions. The definitions contained in this Lease shall be used to interpret this Lease.

Definitions.

Q. Definitions. As used in this Lease, the following words and phrases shall have the following meanings:

1. "Alteration": any addition or change to, or modification of, the Premises made by Tenant including, but not limited to, fixtures, but excluding Tenant's Trade Fixtures and Tenant's Improvements, as defined below.
2. "Authorized Representative": any officer, agent, employee, or independent contractor retained or employed by either Party, acting within authority given him or her by that Party.
3. "Damage": injury, deterioration, or loss to a person or property caused by another person's acts or omissions. Damage includes death.
4. "Damages": a monetary compensation or indemnity that can be recovered in the courts by any person who has suffered damage to his or her person, property, or rights through another's act or omission.
5. "Destruction": any damage, as defined above, to or disfigurement of the Premises.
6. "Encumbrance": any deed of trust, mortgage, or other written security device or agreement affecting the Premises, and the note or other obligation secured by it that constitutes security for the payment of a debt or performance of an obligation.
7. "Expiration": the coming to an end of the time specified in this Lease as its duration, including any extension of the Term resulting from the exercise of an option to extend.
8. "Good Condition": the good physical condition of the Premises and each portion of the Premises, including, but not limited to, signs, windows, show windows, appurtenances, and Tenant's Personal Property, as defined below. "In good condition" means first-class, neat, clean, and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

9. "Hazardous Substances": any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic chemical, hazardous or toxic material, hazardous or toxic substance, or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance presently in effect, or in effect at any time during the Term, and, as to substances and materials which are not specifically identified in any such statute, regulation, or ordinance by name, which are known to be toxic or hazardous under presently existing and generally accepted scientific knowledge.

10. "Hold Harmless": to defend and indemnify from all liability, losses, penalties, damages (as defined above), costs, expenses (including, but not limited to, attorneys' fees), causes of action, claims, or judgments arising out of or related to any damage (as defined above), to any person or property.

11. "Law": any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order, or other requirement of any municipal, county, state, federal, or other government agency or authority having jurisdiction over the Parties or the Premises, or both, in effect either at the time of execution of this Lease or at any time during the Term, including, but not limited to, any regulation or order of a quasi-official entity or body (e.g., a board of fire examiners or public utilities).

12. "Lender": the beneficiary, mortgagee, secured party, or other holder of an encumbrance, as defined above.

13. "Lien": a charge imposed on the Premises by someone other than Landlord, by which the Premises are made security for the performance of an act. Most of the liens referred to in this Lease are mechanics' liens.

14. "Maintenance": repairs, replacements, repainting, snow and ice removal, landscaping care and maintenance, janitorial services provided by Landlord, servicing of HVAC systems, and cleaning.

15. "Person": one or more human beings, or legal entities or other artificial persons, including, but not limited to, partnerships, corporations, limited liability companies, trusts, estates, associations, and any combination of human beings and legal entities.

16. "Provision": any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the Lease that defines or otherwise controls, establishes, or limits the performance required or permitted by either Party.

17. "Rent": monthly rent, prepaid rent, security deposit, real property taxes and assessments, insurance, and other similar charges payable by Tenant to Landlord.

18. "Restoration": the reconstruction, rebuilding, rehabilitation, and repairs that are necessary

to return destroyed portions of the Premises and other property to substantially the same physical condition as they were in immediately before the destruction.

19. "Successor": assignee, transferee, personal representative, heir, or other person or entity succeeding lawfully, and pursuant to the provisions of this Lease, to the rights or obligations of either Party.

20. "Tenant's Improvements": any addition to or modification of the Premises made by Tenant before, at, or near the commencement of the Term, and any fixtures (not including Tenant's Trade Fixtures, as defined below).

21. "Tenant's Personal Property": Tenant's equipment, furniture, merchandise, and moveable property placed in or on the Premises by Tenant, including Tenant's Trade Fixtures, as defined below.

22. "Tenant's Trade Fixtures": any property installed in or on the Premises by Tenant for purposes of trade, manufacture, ornament, or related use.

23. "Term": the period of time during which Tenant has a right to occupy the Premises, including the Initial Term and any Extended Term.

24. "Termination": the ending of the Term for any reason before expiration, as defined above.

Attorneys' Fees and Costs.

R. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees, and any other fees and costs incurred in such action or proceeding, in addition to any other relief to which such Party may be entitled.

Force Majeure.

S. Force Majeure. If either Party shall be delayed or prevented from the performance of any act required under this Lease by reason of a strike, labor trouble, acts of nature or any other cause beyond the reasonable control of such Party (financial inability excepted), and such Party is otherwise without fault, then performance of such act (excluding payment of rent or any other charge or expense due and payable under this Lease) shall be excused for the period of delay.

Quiet Enjoyment.

T. Quiet Enjoyment. Landlord covenants that so long as Tenant performs all of its obligations under this Lease, Tenant shall peacefully and quietly have, hold and enjoy the leased Premises for the Term of this Lease.

Captions.

U. Captions. The captions of the sections and paragraphs of this Lease shall have no effect on its interpretation.

Singular and Plural.


V. Singular and Plural. When required by the context of this Lease, the singular shall include the plural.

Severability.

W. Severability. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

LANDLORD: ALLEN W. DOUB

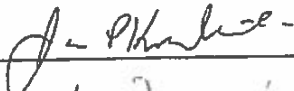
Dated: 12-29-2015



Allen W. Doub
7261 Carousel Lane
Fort Meyers, Florida 33966

TENANT: OMEGA CHEMICAL COMPANY, INC.

Dated: Dec 29, 2015



By: _____
Its: Vice President

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is made as of January 1, 2016 and is effective as of January 1, 2016, by and between Omega Chemical Company, Inc. (the "Company"), and Prep, Inc. (the "Consultant").

1. Engagement.

(a) The Company hereby engages Consultant to perform, and Consultant hereby agrees to provide advice and assistance to the Company and any of its affiliates related to the business operation and financial condition of the Company (the "Services").

(b) Consultant will serve as a non-employee member of the board of Directors of the Company.

2. Payment. The Company will pay Consultant fees and expenses set forth below:

Retainer: A monthly retainer in the amount of \$6,250. Consultant will provide an invoice to the Company on or before the first of the month and the Company shall pay the same within ten (10) days of receipt. Payments to Consultant will be directed to Consultant's bank account. Consultant will provide a remittance advice to the Company.

3. Terms and Extension or Termination.

(a) The term of this Agreement will begin on January 1, 2016 and will continue for a five (5) year period (the "Term") following such date, unless extended by mutual agreement of the Company and Consultant.

4. Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor of the Company. Nothing contained in this Agreement will be deemed or construed by the parties or by any third party to create the relationship of principal and agent, a fiduciary, or of partnership, joint venture or any other type of association between the Company and Consultant, it being expressly understood and agreed that neither the provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship between the Company and Consultant other than as customer and service provider. No officer, employee, agent or independent contractor of either party will at any time be deemed an employee, representative, agent or contractor of the other party solely because of this Agreement. Consultant will be responsible for the management and performance of all its subcontractors and suppliers. Consultant will have no authority to enter into any contract or commitments on the Company's behalf. The Company will have no right of control over the manner in which the Services are performed, other than as set forth in this Agreement, and the right to establish reasonable policies and protocols applicable to such Services.

5. Covenants. Consultant will perform the Services in an efficient and workmanlike manner in conformance with the highest professional standards and best practices.

6. Compliance with Laws and Company Policies.

- (a) Consultant agrees to comply with all laws, rules, and regulations that apply to the performance of the Services.
- (b) Consultant also agrees to comply with all applicable Company policies which may be in effect during the term of this Agreement.

7. Confidentiality.

- (a) **"Confidential Information"** means any information disclosed by or on behalf of the Company or any of its affiliates whether in writing, electronic format, orally, or in any other manner, or developed by Consultant in connection with performing the Services; provided, however, that Confidential Information will not include information that: (i) properly came in the possession of Consultant from a third party that was not under any obligation to maintain its confidentiality; (ii) has become part of the public domain through no breach of this Agreement by Consultant; or (iii) Consultant can demonstrate was independently developed by Consultant without the use of or reference to Confidential Information.
- (b) Consultant will: (i) hold the Confidential Information in strictest confidence and not disclose it to any third party; (ii) use the Confidential Information for the sole purpose of performing the Services; (iii) not remove any proprietary legend or indication of confidentiality set forth on or contained in any of the Confidential Information; and (iv) promptly notify the Company in writing of any unauthorized use or disclosure of the Confidential Information, including a reasonably detailed description of the circumstances of the disclosure and the parties involved. Consultant will not make any copies of any of the Confidential Information except as required to perform the Services, and upon the Company's request or termination of this agreement Consultant will return (or destroy, in those cases where it is not technically feasible to return such information) all Confidential Information in Consultant's custody or control. As between the Company and Consultant, the Company will own all right, title and interest in and to all Confidential Information.
- (c) The foregoing prohibition on disclosure will not apply to the extent that disclosure of Confidential Information to proper legal and regulatory authorities is compelled by law or regulation. In the event Consultant receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or order issued by a court of competent jurisdiction or by a governmental body or if any Confidential Information is required to be disclosed to a governmental or quasi-governmental entity or agency, then Consultant agrees to: (x) to the extent permitted by applicable law or regulation, promptly notify the Company of such request; and (y) provide the Company with reasonable assistance in obtaining an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information that the Company so designates.


- (d) Unless it obtains the prior written consent of the Company, Consultant will not (i) issue any press releases or engage in other publicity or distribute marketing or sales materials or conduct promotional efforts (collectively, "Publicity") regarding this Agreement or the business arrangement between the Company and Consultant, or use the name of the Company or any of its affiliates or its or their logos, trademarks, service marks, products or services in any such Publicity, without in any case obtaining the prior written approval of the Company, or (ii) represent, directly or indirectly, that any product or service offered by Consultant has been used, approved or endorsed by the Company.
8. **Taxes.** Consultant agrees that it is responsible for payment of all taxes which may be due in connection with any payments which may be made to it pursuant to this Agreement and it shall hold harmless the Company from any cost, expense, or liability resulting from its failure to do so. If the Company concludes that it is required by law to make any tax withholding or deduction from payments to Consultant, it shall be free to do so.
9. **General Provisions.**
- (a) **Governing Law; Venue.** This Agreement will be governed by the laws of the State of Nebraska without regard to conflict of law provisions. Any action or proceeding between the Company and Consultant relating to this Agreement will be commenced, in Omaha, Douglas County, Nebraska and maintained exclusively in the courts, and Consultant submits unconditionally and irrevocably to the personal jurisdiction of any such court.
- (b) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and may not be modified, altered or amended except in a writing executed by both parties to this Agreement.
- (c) **Headings.** Headings in this agreement are for convenience only and will not be considered in the interpretation of this Agreement.
- (d) **Notices.** Any notice or written communication required or permitted to be given by a party hereunder will be made by hand delivery, facsimile transmission (with confirmation) or overnight delivery at the address specified below, or at such other addresses as the party may specify in writing. Any such notice or written communication will be considered to have been received on the date of hand delivery or transmission by facsimile or the next business day after sent by overnight delivery service.
- (e) **Severability.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, then such provision will be deemed automatically modified to conform to the requirements for validity and enforceability as declared at that time, and as so modified, will be deemed a provision of this Agreement as though originally included herein.

- (f) Assignment. This agreement be binding upon and inure to the benefit of both parties and their respective successors and assigns; provided, however, that Services to be performed by Consultant under this Agreement are personal and unique, and Consultant may not assign this Agreement or any rights or obligations hereunder to any party without the prior written consent of the Company.
- (g) Counterparts. This Agreement may be executed in separate counterparts, and all such counterparts will constitute on and the same instrument.
- (h) Survival. Notwithstanding any termination or expiration of this Agreement, the provisions of this Agreement, which by their nature should survive such termination or expiration, shall survive and continue to be in full force and effect.

OMEGA CHEMICAL COMPANY, INC.

By: 
Its: Vice President

Prep, Inc.

By: 
Its: President

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

Agreement dated this 29th day of December 2015, between Omega Chemical Company, Inc., a corporation organized and existing under the laws of the State of Nebraska, with its principal place of business located at 7577 Burlington Street, Ralston, Nebraska 68127, referred to herein as "Employer," and Bryan L. Jobson, 2626 South 15th Street, Omaha, Nebraska 68108, referred to herein as "Employee."

RECITALS

A. Employer has employed Employee to devote his/her full time, attention, and energies to the business of Employer and to use his/her best efforts, skill and abilities in performing the specific duties of such employment, and Employee shall not, without prior consent of Employer, either directly or indirectly, while employed by Employer, engage in any other occupation, business or profession.

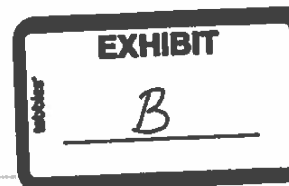
B. As a consequence of Employee's employment by Employer, Employee will have access to information not generally known to the general public or in the industry in which Employer is or may become engaged about Employer's products, processes, customers, services, suppliers, pricing policies and related matters. In addition, Employer may provide training to Employee in relation to these areas. It is the desire of Employer and Employee that all such training and information be and remain confidential.

In consideration of the matters described above, and the mutual benefits and obligations in this Agreement, the parties agree as follows:

I. CONFIDENTIALITY

A. Nondisclosure. Employee shall not, during or after the term of this Agreement, directly or indirectly, use, disseminate, or disclose to any person, firm, or other business entity for any purpose whatsoever, any information not generally known in the industry in which Employer is or may be engaged which was disclosed to Employee or known by Employee as a consequence of or through his/her employment by Employer. This includes, and is not limited to information regarding Employer's products, processes, customers, services, suppliers, and related matters, and also includes information relating to research, development, inventions, manufacture, purchasing, accounting, engineering, marketing, merchandising, and selling.

B. Confidential Relationship. Employee shall hold in a fiduciary capacity for the benefit of employer all information described in subsection A above, along with any and all inventions, discoveries, concepts, ideas, improvements or know how, discovered or developed by Employee,



solely or jointly with other employees, during the term of this Agreement, which may be directly or indirectly useful in or related to the business of Employer or its affiliates, or may be within the scope of its or their research or development work.

C. Customer Lists. The Employee shall, at the time of and during employment, furnish a complete list of all of the correct names and places of business of all customers with whom Employee has personal contact, and shall immediately notify Employer of the name and places of business of any new customers in which Employee has personal contact, and report all changes in names or location of old customers, so that upon termination of employment, Employer will have a complete list of the correct names and addresses of customers with whom Employee has dealt.

D. Return of Documents. Employee agrees that, during or after the termination of Employee's employment with Employer, all documents, records, notebooks and similar repositories containing such information described in subsections A, B, or C above, including all copies of such items, then in Employee's possession or work area, whether prepared by Employee or by others, are the property of Employer and shall be returned to Employer upon Employer's request.

II. NON-COMPETITION

A. Employee's Conduct with Respect to Employer's Customers. During the term of Employee's employment by Employer and for one (1) year after termination of such employment, Employee agrees that Employee will not, without the prior written consent of Employer, directly or indirectly, whether as an employee, officer, director, independent contractor, consultant, stockholder, partner or otherwise, engage in or assist others to engage in any business in Employer's geographic area (consisting of Douglas, Washington, Lancaster, and Sarpy Counties, Nebraska, and Pottawattamie and Mills Counties, Iowa) in which Employee has contact, either directly or indirectly, with Employer's customers with whom Employee had personal contact while employed by Employer.

B. Solicitation of Employees. Employee agrees that during the term of Employee's employment with Employer and for one (1) year after termination of such employment, Employee will not induce or attempt to induce any person who is an employee of Employer to leave the employ of Employer to join any other business in Employer's geographic area and which competes with Employer.

III. BREACH OF AGREEMENT

A. Termination and Forfeiture. If Employee, without written consent of Employer, fails to comply with any provisions of this Agreement, then such breach shall constitute sufficient cause for immediate termination of Employee's employment with Employer. Further, any breach of this Agreement, whether during or after Employee's employment with Employer, will result in

Employee's forfeiture of any bonus to which Employee would otherwise be entitled, and Employer's obligation to make any such payment shall cease.

B. Additional Remedies. Employee agrees that violating this Agreement at any time, including during litigation, will produce severe damage and injury to Employer. In the event of the breach of, or threatened breach by Employee of this Agreement, Employer shall be entitled to seek injunctive relief, both preliminary and permanent, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to any other remedies available to Employer in law or in equity, including but not limited to Employer's right to recover from Employee any and all damages that may be sustained as a result of Employee's breach.

C. Agreement Survives Termination. All rights of the parties pursuant to this Agreement shall survive any termination of Employee's employment with Employer.

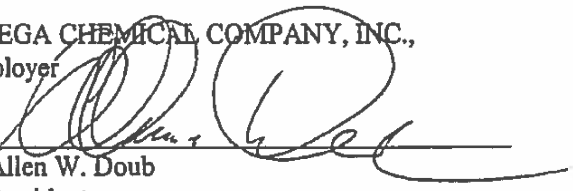
D. Choice of Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Nebraska.

E. Attorney's Fees. If an attorney shall be retained to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including such fees set by the trial or appellate court upon trial or appeal.



Bryan L. Jobson, Employee

OMEGA CHEMICAL COMPANY, INC.,
Employer

By 

Allen W. Doub
Its President

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

Agreement dated this 29 day of December 2015, between Omega Chemical Company, Inc., a corporation organized and existing under the laws of the State of Nebraska, with its principal place of business located at 7577 Burlington Street, Ralston, Nebraska 68127, referred to herein as "Employer," and James P. Kubicki, 15417 Allan Drive, Omaha, Nebraska 68135, referred to herein as "Employee."

RECITALS

A. Employer has employed Employee to devote his/her full time, attention, and energies to the business of Employer and to use his/her best efforts, skill and abilities in performing the specific duties of such employment, and Employee shall not, without prior consent of Employer, either directly or indirectly, while employed by Employer, engage in any other occupation, business or profession.

B. As a consequence of Employee's employment by Employer, Employee will have access to information not generally known to the general public or in the industry in which Employer is or may become engaged about Employer's products, processes, customers, services, suppliers, pricing policies and related matters. In addition, Employer may provide training to Employee in relation to these areas. It is the desire of Employer and Employee that all such training and information be and remain confidential.

In consideration of the matters described above, and the mutual benefits and obligations in this Agreement, the parties agree as follows:

I. CONFIDENTIALITY

A. Nondisclosure. Employee shall not, during or after the term of this Agreement, directly or indirectly, use, disseminate, or disclose to any person, firm, or other business entity for any purpose whatsoever, any information not generally known in the industry in which Employer is or may be engaged which was disclosed to Employee or known by Employee as a consequence of or through his/her employment by Employer. This includes, and is not limited to information regarding Employer's products, processes, customers, services, suppliers, and related matters, and also includes information relating to research, development, inventions, manufacture, purchasing, accounting, engineering, marketing, merchandising, and selling.

B. Confidential Relationship. Employee shall hold in a fiduciary capacity for the benefit of employer all information described in subsection A above, along with any and all inventions, discoveries, concepts, ideas, improvements or know how, discovered or developed by Employee, solely or jointly with other employees, during the term of this Agreement, which may be directly or indirectly useful in or related to the business of Employer or its affiliates, or may be within the scope of its or their research or development work.

C. Customer Lists. The Employee shall, at the time of and during employment, furnish a complete list of all of the correct names and places of business of all customers with whom Employee has personal contact, and shall immediately notify Employer of the name and places of business of any new customers in which Employee has personal contact, and report all changes in names or location of old customers, so that upon termination of employment, Employer will have a complete list of the correct names and addresses of customers with whom Employee has dealt.

D. Return of Documents. Employee agrees that, during or after the termination of Employee's employment with Employer, all documents, records, notebooks and similar repositories containing such information described in subsections A, B, or C above, including all copies of such items, then in Employee's possession or work area, whether prepared by Employee or by others, are the property of Employer and shall be returned to Employer upon Employer's request.

II. NON-COMPETITION

A. Employee's Conduct with Respect to Employer's Customers. During the term of Employee's employment by Employer and for one (1) year after termination of such employment, Employee agrees that Employee will not, without the prior written consent of Employer, directly or indirectly, whether as an employee, officer, director, independent contractor, consultant, stockholder, partner or otherwise, engage in or assist others to engage in any business in Employer's geographic area (consisting of Douglas, Washington, Lancaster, and Sarpy Counties, Nebraska, and Pottowattamie and Mills Counties in Iowa) in which Employee has contact, either directly or indirectly, with Employer's customers with whom Employee had personal contact while employed by Employer.

B. Solicitation of Employees. Employee agrees that during the term of Employee's employment with Employer and for one (1) year after termination of such employment, Employee will not induce or attempt to induce any person who is an employee of Employer to leave the employ of Employer to join any other business in Employer's geographic area and which competes with Employer.

III. BREACH OF AGREEMENT

A. Termination and Forfeiture. If Employee, without written consent of Employer, fails to comply with any provisions of this Agreement, then such breach shall constitute sufficient cause for immediate termination of Employee's employment with Employer. Further, any breach of this Agreement, whether during or after Employee's employment with Employer, will result in Employee's forfeiture of any bonus to which Employee would otherwise be entitled, and Employer's obligation to make any such payment shall cease.


B. Additional Remedies. Employee agrees that violating this Agreement at any time, including during litigation, will produce severe damage and injury to Employer. In the event of the breach of, or threatened breach by Employee of this Agreement, Employer shall be entitled to


seek injunctive relief, both preliminary and permanent, enjoining and restraining such breach or threatened breach. Such remedies shall be in addition to any other remedies available to Employer in law or in equity, including but not limited to Employer's right to recover from Employee any and all damages that may be sustained as a result of Employee's breach.

C. Agreement Survives Termination. All rights of the parties pursuant to this Agreement shall survive any termination of Employee's employment with Employer.

D. Choice of Law. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Nebraska.

E. Attorney's Fees. If an attorney shall be retained to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including such fees set by the trial or appellate court upon trial or appeal.


James P. Kubicki, Employee

OMEGA CHEMICAL COMPANY, INC.,
Employer
By 
Allen W. Doub
Its President

Certificate of Service

I hereby certify that on Friday, September 09, 2016 I provided a true and correct copy of the Amended Complaint to the following:

Omega Chemical Co., Inc. service method: First Class Mail

Kubicki,James,P represented by Sherrets,James,D (Bar Number: 15756) service method:
Electronic Service to law@sherrets.com

Jobson,Bryan,L represented by Sherrets,James,D (Bar Number: 15756) service method:
Electronic Service to law@sherrets.com

Doub,Allen,W service method: First Class Mail

PREP, Inc. service method: First Class Mail

Signature: /s/ James C. Boesen (Bar Number: 24862)

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

BRYAN L. JOBSON and JAMES P.
KUBICKI,

Plaintiffs,

v.

ALLEN W. DOUB, OMEGA
CHEMICAL COMPANY, INC.,
a Nebraska Corporation, and
PREP, Inc., a Nebraska Corporation;

Defendants.

Case No: CI 16-7396

**STIPULATED MOTION TO
DISMISS ALL CLAIMS WITH
PREJUDICE**

COME NOW the Parties to the above-entitled action and notify the Court that they have reached a settlement of all claims and counterclaims set forth in the above-entitled action. The Parties stipulate that all outstanding claims and counterclaims have been resolved and should be dismissed.

WHEREFORE the Parties jointly and respectfully request that the Court enter an Order dismissing this action and all claims and counterclaims herein with prejudice.

BRYAN JOBSON & JAMES KUBICKI,
Plaintiffs

By: /s/ Jared C. Olson
James D. Sherrets, NE #15756
Jared C. Olson, NE #25288
SHERRETS BRUNO & VOGT LLC
260 Regency Parkway Drive, Ste. 200
Omaha, Nebraska 68114
Tele: (402) 390-1112
Fax: (402) 390-1163
Email: law@sherrets.com
ATTORNEYS FOR THE PLAINTIFFS

Approved as to form and content,

By: /s/ Kathryn J. Derr
Kathryn J. Derr, NE #19275
Berkshire & Burmeister Law Offices
1301 South 75th Street, Suite 100
Omaha, NE 68124
ATTORNEY FOR THE DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of March, 2018, true and correct copies of the foregoing were served by email to the following:

Kathryn J. Derr
Berkshire & Burmeister Law Offices
1301 South 75th Street
Suite 100
Omaha, NE 68124
Kderr@berkshire-law.com

/s/ Jared C. Olson

Certificate of Service

I hereby certify that on Wednesday, March 21, 2018 I provided a true and correct copy of the Stipulation to the following:

Doub,Allen,W represented by Kathryn Derr (Bar Number: 19275) service method: Electronic Service to kderr@berkshire-law.com

PREP, Inc. represented by Kathryn Derr (Bar Number: 19275) service method: Electronic Service to kderr@berkshire-law.com

Omega Chemical Co., Inc. represented by Kathryn Derr (Bar Number: 19275) service method: Electronic Service to kderr@berkshire-law.com

Kubicki,James,P represented by Robert Sherrets (Bar Number: 24791) service method: Electronic Service to law@sherrets.com

Doub,Allen,W represented by Koukol,David,J (Bar Number: 18102) service method: Electronic Service to dkoukol@westomahalaw.com

Jobson,Bryan,L represented by Sherrets,James,D (Bar Number: 15756) service method: Electronic Service to law@sherrets.com

Kubicki,James,P represented by Sherrets,James,D (Bar Number: 15756) service method: Electronic Service to law@sherrets.com

PREP, Inc. represented by Koukol,David,J (Bar Number: 18102) service method: Electronic Service to dkoukol@westomahalaw.com

Jobson,Bryan,L represented by Robert Sherrets (Bar Number: 24791) service method: Electronic Service to law@sherrets.com

Omega Chemical Co., Inc. represented by Koukol,David,J (Bar Number: 18102) service method: Electronic Service to dkoukol@westomahalaw.com

Signature: /s/ Jared Olson (Bar Number: 25288)

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

BRYAN L. JOBSON and JAMES P.
KUBICKI,

Plaintiffs,

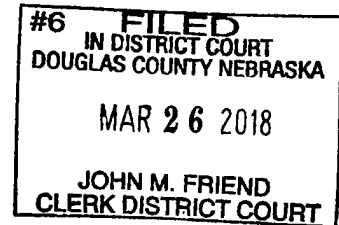
v.

ALLEN W. DOUB, OMEGA
CHEMICAL COMPANY, INC.,
a Nebraska Corporation, and
PREP, Inc., a Nebraska Corporation;

Defendants.

Case No: CI 16-7396

**ORDER OF DISMISSAL WITH
PREJUDICE**

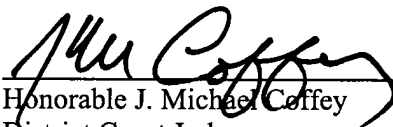


This matter came before the Court on the Parties' Stipulated Motion to Dismiss with Prejudice. The Court has reviewed this matter fully and finds good cause to grant the motion.

Therefore, IT IS HEREBY ORDERED that the above-entitled action and all claims and counterclaims asserted therein are hereby dismissed with prejudice.

DATED this th 26 day of March, 2018

BY THE COURT:



Honorable J. Michael Coffey
District Court Judge



CERTIFICATE OF SERVICE

I, the undersigned, certify that on March 27, 2018 , I served a copy of the foregoing document upon the following persons at the addresses given, by mailing by United States Mail, postage prepaid, or via E-mail:

Kathryn J Derr
kderr@berkshire-law.com

Jared C Olson
law@sherrets.com

Date: March 27, 2018

BY THE COURT:

John M. Friend
CLERK

