IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

Ex #1

STRECK, INC., a Nebraska Corporation, Plaintiff, v. THE RYAN FAMILY, L.L.C., A Limited Liability Company, Defendant.	CASE NO.: CI 16-61 **STIPULATION**

FILED
SARPY COUNTY
DISTRICT COURT
2016 JAN 15 PM 2:28

COME NOW THE PARTIES, by and through their respective counsel and stipulate to the following facts, statements of their claims, and identification of threshold questions of law. As set forth below, some of these claims present questions of law that may be submitted for adjudication without further hearing on the following stipulation, together with such arguments and/or briefing as the Court may request or allow:

PARTIES

1. Streck, Inc. (hereafter referred to as "Streck") is a Nebraska Corporation, and was formerly identified as Streck Laboratories, Inc.;
   a. At all pertinent times Wayne Ryan was the majority stockholder[1] in Streck, served on its Board of Directors until January 29, 2015, and was its CEO up to September of 2013;
   b. At all pertinent times prior to July 10, 2013, Constance Ryan, a daughter of Wayne Ryan, was a minority stockholder in Streck and served on its Board of Directors;

[1] The shares are owned by the Wayne L. Ryan Revocable Trust.

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c. At all times subsequent to July 10, 2013, Constance Ryan owned a majority share of the voting stock of Streck and served as its CEO subsequent to September of 2013;

2. The Ryan Family, L.L.C. (hereafter referred to as the "Company") is a Nebraska Limited Liability Company, formerly identified as Ryan Family Partnership, Ltd;

   a. The Company members are Wayne Ryan, and his five children, Constance Ryan, Carol Ryan, Timothy Ryan, Stacy Ryan and Steven Ryan;

   b. The Company operating agreement provides management duties to be vested in a Management Board consisting of Wayne Ryan and Constance Ryan;

   c. The operating agreement further provides that Wayne Ryan and Constance Ryan shall serve for so long as they are able and willing to serve. Any determination of an inability of a Manager to serve shall, pursuant to the Operating Agreement, be determined by a certificate of death, a written resignation, or a written statement by a licensed physician attesting to the inability of an individual manager to serve.

CLAIMS

3. Streck claims it is a tenant in possession of property owned by the Company under a Lease Agreement (as defined herein) containing an exclusive option to purchase, that notice was given to the Company in December of 2014 of its intent to exercise the option, that it exercised the

option to purchase upon expiration of the Lease Agreement on June 30, 2015, and that it is entitled to a judgment requiring the Company to specifically perform the terms contained within the purchase option determining the purchase price and execution of a proper deed;

a. Streck seeks additional relief in the form of a money judgment or a credit against any purchase price for base rent and holdover rent payments made subsequent to the time Streck should have owned The Property (as defined herein), had the Company complied with the terms of the option following Streck's exercise thereof;

4. The Company denies generally that Streck is entitled to specific performance or money damages and counterclaims for a declaratory judgment that Streck has breached the Lease Agreement by virtue of a lawsuit at Docket CI 14-1684 filed on October 30, 2014, which action sought the dissolution and sale of Streck and which had not been dismissed within 90 days of its filing, resulting in an alleged default under Section 14.01 of the Lease Agreement, and that it is entitled to the termination of the Lease Agreement, and the Option to Purchase contained therein;

5. Streck has replied to the counterclaim and admits the filing of an action as alleged by the Company but further alleges the claim for dissolution was effectively dismissed by Streck's election to purchase Wayne Ryan's shares, and further alleges as an affirmative defense, that the counterclaim should be barred under the Doctrine of Unclean Hands

inasmuch as the action was one filed by Wayne Ryan, a co-manager of the Defendant;

FACTS

6. The Company owns real estate (hereafter called "The Property") described as **The East 49.39 feet of Lots 18 and 21 (also known as Lots 18B and 21B) and all of Lots 16, 17, 22 and 23, in BROOK VALLEY BUSINESS PARK, an Addition to the City of La Vista, as surveyed, platted and recorded, in Sarpy County, Nebraska. (Also known as Lot 16, in BROOK VALLEY BUSINESS PARK REPLAT of Lots 16, 17, 18B, 21B, 22 and 23, an Addition to the City of La Vista, in Sarpy County, Nebraska)**, which property is occupied and utilized by Streck in the conduct of its business pursuant to the terms of the Lease Agreement;

7. The parties entered into a lease of the property on December 15, 1999 (which was amended on November 7, 2007), a copy of which is attached to this Stipulation as Exhibit A. The lease and the lease amendment are collectively referred to herein as "Lease Agreement";

   a. The Lease Agreement sets forth a term of 180 months commencing as of the Commencement Date, which was July 1, 2000.

   b. Article XXV of the Lease Agreement grants Streck an exclusive option to purchase The Property and provides for certain conditions and obligations of both parties to finalize the purchase upon exercise of the option;

c. The Lease Agreement provides for default under various circumstances within Article XIV;

8. On October 30, 2014, while a shareholder and member of the Board of Directors of Streck, Wayne Ryan filed an action at Docket CI 14-1684 in the District Court of Sarpy County, Nebraska (the "Shareholder Litigation"), seeking, among other relief, a dissolution of Streck;

   a. Pursuant to its statutory right, Streck exercised its right to purchase the shares owned by Wayne Ryan (or his trust) on January 19, 2015 (the "Election"), said Election occurring within 90 days from the date the litigation was filed;

   b. Pursuant to the Election and applicable law, the Shareholder Litigation was stayed pending a determination of the fair value of Plaintiff's shares and the purchase by Streck of such shares;

   c. Trial to determine the fair value of the shares held by Wayne Ryan or his trust is currently set for July 5, 2016;

9. On November 25 2014, Streck sent a letter to the Company through its counsel notifying the Company that Streck intended to exercise its option to purchase The Property upon expiration of the Lease Agreement in accordance with the terms of the option. A copy of the letter is attached as Exhibit B;

10. On January 29, 2015, Wayne Ryan resigned from the Board of Directors of Streck;

11. By letter dated January 30, 2015, Wayne Ryan, as a co-manager of the Company, alleged that the Shareholder Litigation which he commenced on October 30th of the preceding year had not been dismissed within 90 days, and Streck, therefore, was in breach under the Lease Agreement. A copy of the letter is attached as Exhibit C;

12. On February 6, 2015, Constance Ryan, while the chairwoman of the Board of Directors of Streck, as well as its President and CEO, directed correspondence to Wayne Ryan denying that he had the authority to make decisions on behalf of the Company without her participation as co-Manager. A copy of this letter is attached as Exhibit D.

13. On February 12, 2015, Streck, through its counsel sent a letter in response to the Company, a copy of which is attached as Exhibit E;

14. On March 2, 2015, Dr. Wayne L. Ryan, Timothy Ryan, Stacy Ryan, Carol Ryan, and Steven Ryan filed the lawsuit currently pending in the District Court of Sarpy County at Case No. 15-307, and currently styled *Dr. Wayne L. Ryan, derivatively on behalf of Ryan Family, LLC, a Nebraska Limited Liability Company, Timothy Ryan, derivatively on behalf of Ryan Family, LLC, a Nebraska Limited Liability Company, Carol Ryan, derivatively on behalf of Ryan Family, LLC, a Nebraska Limited Liability Company, and Steven Ryan, derivatively on behalf of Ryan Family, LLC, a Nebraska Limited Liability Company, Plaintiffs, v. Constance Ryan, Defendant, and Ryan Family, LLC, Nominal Defendant; and Streck Inc.,*

Intervenor, v. Ryan Family, LLC, a Nebraska Limited Liability Company, which litigation seeks, *inter alia,* the removal of Constance Ryan as a co-Manager of the Defendant.

15. The Lease Agreement expired pursuant to its terms on June 30, 2015.

16. On August 1, 2015, Streck directed correspondence to the Company regarding the exercise of the option to purchase The Property set forth in the Lease Agreement, a copy of which is attached as Exhibit F;

17. Streck has continued to pay rent and holdover rent in accordance with the terms of the Lease Agreement since the expiration thereof.

18. The Ryan Family, LLC has continued to accept the rent and holdover rent payments, and Thomas D. Stalnaker, Receiver, has continued to accept the rent and holdover rent payments pursuant to the Court Order appointing him.

THRESHOLD QUESTIONS OF LAW

19. The Parties agree that the following issues are questions of law, and may be dispositive of this case:

    a. Is Streck's exercise of its election to purchase the shares of Streck stock held by Dr. Ryan (or his Trust) the equivalent, under the Lease Agreement, to the dismissal of the dissolution claim included within the Shareholder Litigation?

b. If the answer to the above is no, does Streck's alleged default under Section XIV(e) terminate the Option to Purchase set forth in Section XXV?

DATED this __ day of June, 2016.

STRECK Inc., Plaintiff.

BY: _____

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THE RYAN FAMILY, LLC, Defendant,

BY: _____

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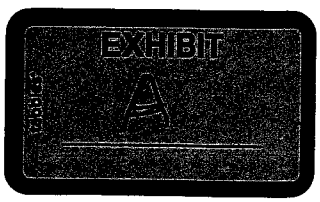
LEASE
WITH PURCHASE OPTION

RYAN FAMILY PARTNERSHIP, LTD.
Landlord

AND

STRECK LABORATORIES, INC.
Tenant



LEASE WITH PURCHASE OPTION

THIS LEASE WITH PURCHASE OPTION (the "Lease") is made and entered into by and between RYAN FAMILY PARTNERSHIP, LTD., a Nebraska limited partnership ("Landlord"), and STRECK LABORATORIES, INC., a Nebraska corporation ("Tenant"), as of 12/15, 1999 (the "Effective Date").

Landlord and Tenant specifically agree as follows:

Article I - Defined Terms and Basic Terms

The terms listed below shall have the following meanings throughout this Lease:

(a)	Landlord:	Ryan Family Partnership, Ltd. 10923 Emiline Street Omaha, Nebraska 68138
(b)	Tenant:	Streck Laboratories, Inc. 10923 Emiline Street Omaha, Nebraska 68138
(c)	Land:	Lot 16, Brook Valley Business Park, replat of Lots 16, 17, 18B, 21B, 22 and 23, an addition, as surveyed, platted and recorded in Sarpy County, Nebraska
(d)	Buildings:	all improvements located on the Land
(e)	Term Commencement Date:	the first day of the calendar month after possession of the Premises has been delivered to Tenant, but not later than August 1, 2000
(f)	Premises:	the Land and the Buildings
(g)	Expiration Date:	180 months after the Term Commencement Date
(h)	Term:	the period commencing on the Term Commencement Date and ending on the Expiration Date, subject to extension pursuant to Section 3.02
(i)	Monthly Base Rent (commencing with the Rent Commencement Date):	Set forth on Schedule I attached hereto
(j)	Prime Rate:	the base rate (or its equivalent) of interest announced publicly in New York, New York from

time to time by Citibank, N.A. (or if Citibank, N.A. ceases to exist, the largest bank headquartered in the State of New York), but in no event in excess of the maximum rate of interest permitted by law

Certain other terms are defined in the following Articles of this Lease.

Article II - Premises

Section 2.01. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, for the Term and subject to the agreements, conditions and provisions contained in this Lease to each and all of which Landlord and Tenant hereby mutually agree.

Section 2.02. Common Areas. "Common Areas" shall mean any lobby, plaza and sidewalk areas, all parking areas and other similar areas of general access and the areas on individual floors in the Buildings devoted to corridors, fire vestibules, elevators, foyers, lobbies, electric and telephone closets, stairways, rest rooms, mechanical rooms, janitor's closets, and other similar facilities and shall also mean those areas of the Buildings devoted to mechanical and service rooms and levels servicing the Buildings and basement, mezzanine and penthouse service facilities.

Article III - Term

Section 3.01. In General. Upon the Effective Date, the terms and provisions hereof shall be fully binding upon Landlord and Tenant prior to the occurrence of the Term Commencement Date. Unless sooner terminated as hereinafter provided, the Term shall end on the Expiration Date. Landlord shall deliver possession of the Premises to Tenant on the Term Commencement Date and Landlord shall cause all existing leases or occupancy agreements with respect to the Buildings to terminate on or before the Term Commencement Date.

Section 3.02. Options to Extend. Tenant at its option may extend the Term of this Lease for two (2) extension periods of five (5) years each, by serving written notice thereof to Landlord at least six (6) months prior to the expiration of the initial Term or, in the event that Tenant exercises its first extension option, at least six (6) months prior to the expiration of the first extended Term. Upon the service of such notice and subject to the conditions set forth in the preceding sentence, this Lease shall be extended without the necessity of the execution of any further instrument or document. Each extended Term shall commence upon the expiration date of the initial Term or the first extended Term, as applicable, and shall expire upon the annual anniversary of such date five (5) years thereafter, and be upon the same terms, covenants and conditions as provided in this Lease for the preceding Term, except that (i) the Monthly Base Rent payable during an extended Term shall be at the "prevailing rate" charged in similar extension transactions (taking into account such factors as rent concessions, lease term, common area factors and expense pass throughs, but specifically excluding the value or utility of Tenant's property and improvements in and to the Premises) for comparable space in buildings comparable to the Buildings in age, location and quality located in the Omaha, Nebraska market ("Comparable Projects"), at the commencement of such extended Term. The "prevailing rate" shall be determined as follows:

(a) Within thirty (30) days after receipt of Tenant's election to extend the Lease, Landlord shall give Tenant a notice setting forth Landlord's estimate of the then prevailing rate for such extended Term. Such estimate shall be conclusive and binding on Tenant as the then prevailing rate for such extended Term unless Tenant shall, within thirty (30) days after receipt of such estimate, notify Landlord that Tenant disputes Landlord's estimate. If such dispute is not resolved within thirty (30) days after the giving of such dispute notice by Tenant, Tenant shall have the option to withdraw its election to extend the Term by giving Landlord written notice of such withdrawal within ten (10) days after the expiration of such thirty day period. If Tenant elects to withdraw its election to extend the Term, all of Tenant's rights to extend the Term hereunder shall be null and void and of no further force or effect.

(b) In the event Landlord and Tenant cannot agree upon the then prevailing rate within the thirty (30) day period described above, and Tenant does not elect to withdraw its election to extend the Term, Landlord and Tenant shall, within twenty (20) days after the expiration of such thirty day period, simultaneously submit to each other in a sealed envelope its good faith estimate of the then prevailing rate (collectively the "Estimates") and its designation of an appraiser, which appraiser shall be either an MAI appraiser or a licensed real estate broker having at least ten years prior experience in the leasing of Comparable Projects and with a working knowledge of current rental rates and practices. Landlord's and Tenant's designated appraisers shall work together in good faith to agree upon which of the two Estimates most closely reflects the then prevailing rate. The Estimate chosen by such appraisers shall be binding on both Landlord and Tenant.

(c) If the two appraisers cannot agree upon which of the two Estimates most closely reflects the then prevailing rate within twenty (20) days after their appointment, then, within ten (10) days after the expiration of such twenty day period, the two appraisers shall select a third appraiser satisfying the above criteria. Once the third appraiser has been selected as provided for above, such third appraiser shall, within ten (10) days after appointment, make its determination of which of the two Estimates most closely reflects the then prevailing rate and such Estimate shall be binding on both Landlord and Tenant for such extended term. Each party shall pay the cost of the appraiser designated by it and shall pay one-half of the cost of any third appraiser.

Payment of all other charges required to be made by Tenant as provided in this Lease for the initial Term shall continue to be made during the extended Term. Any termination of this Lease during the initial Term or the first extended Term shall terminate all rights of extension hereunder.

Article IV - Base Rent

Section 4.01. Base Rent. Tenant shall pay to Landlord for the use of the Premises Monthly Base Rent in an amount specified in Schedule I, payable without notice or demand in equal monthly installments in advance, beginning on the Term Commencement Date and on the first day of each calendar month thereafter during the Term.

Section 4.02. Payment. All payments required to be made by Tenant under this Lease shall be in lawful money of the United States of America and shall be made payable to and delivered to Landlord at the office of Landlord or such other place as Landlord may designate.

Article V - Use

Section 5.01. General. Tenant shall have the right to occupy and use the Premises for office, warehouse, laboratory, production and manufacturing purposes and facilities. Tenant shall have access to and use of the Premises 24 hours per day, seven days per week. Landlord hereby covenants and agrees to avoid taking any actions which might interrupt, interfere, disrupt or otherwise adversely affect Tenant's use of, access to or operations within the Premises, including but not limited to, any actions affecting service to Tenant's customers.

Section 5.02. No Nuisance or Waste. Tenant shall not do or permit anything to be done in, or about the Premises which will in any way obstruct or interfere with the rights of Landlord or use or allow the Premises to be used for any improper or immoral purpose, nor shall Tenant cause, maintain or permit any nuisance in, on, or about the Premises. Tenant shall not commit or suffer the commission of any waste in, on, or about the Premises.

Section 5.03. No Illegal Use. Tenant shall not use the Premises which will conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything therein which will in any way increase the rate of applicable insurance upon the Buildings unless Tenant shall pay the increased costs associated with such insurance.

Section 5.04. Hazardous Substances. In the event Tenant knows, or has reasonable cause to believe, that any release by Tenant of a hazardous substance has come to be located on, within or beneath the Premises or the Buildings, Tenant shall give written notice of such condition to Landlord and Tenant shall comply with all statutes, laws, ordinances, rules, regulations and orders of governmental authorities with respect to any such hazardous substances.

Article VI - Services and Utilities

All services and utilities required by Tenant in connection with Tenant's use and occupancy of the Premises shall be arranged for and provided to Tenant at Tenant's sole cost and expense. Landlord shall have no responsibility of any kind in connection therewith.

Article VII - Alterations

Section 7.01. Initial Alterations. Prior to the commencement of Tenant's initial alterations to the Premises("Initial Alterations"), Tenant shall deliver the plans and specifications therefor ("Tenant's Plans") to Landlord for its written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord acknowledges that Tenant's Plans may include planned future alterations or improvements. Landlord shall respond to Tenant's request for approval of Tenant's Plans within five (5) days after receipt thereof; the failure of Landlord to respond within such period shall constitute approval of Tenant's Plans. In the event Landlord shall not approve Tenant's Plans, Landlord shall notify Tenant of its objections thereto. Landlord and Tenant shall thereafter work cooperatively and in good faith to reach agreement upon Tenant's Plans mutually acceptable to Landlord and Tenant. If, notwithstanding their respective good faith efforts, Landlord and Tenant are unable to agree upon mutually acceptable Tenant's Plans within thirty (30) days after Tenant has first submitted Tenant's

Plans to Landlord, Tenant shall have the right to terminate this Lease by written notice to Landlord within ten (10) days after the expiration of such thirty (30) day period. In addition, if within ninety (90) days after Tenant's Plans have been approved Tenant is unable to obtain all necessary building permits and other governmental, quasi-governmental, or utility provider consents or approvals with respect to the construction and installation of the Initial Alterations or Tenant's use of the Premises, Tenant shall have the right to terminate this Lease by written notice to Landlord within ten (10) days after the expiration of such ninety (90) day period. Tenant shall engage its own contractor and/or construction manager to construct the Initial Alterations. Tenant shall not be responsible for Landlord's own costs related to review, construction management or supervision fees, costs or expenses related to the Initial Alterations. Landlord agrees to reasonably assist Tenant in obtaining all necessary permits for the Initial Alterations from appropriate governmental authorities.

Section 7.02. Subsequent Alterations. Any alterations or improvements which Tenant desires to make to the Premises after completion of the Initial Alterations shall be subject to the prior approval of Landlord, which approval shall not be unreasonably withheld; provided, any improvements shown in Tenant's Plans as future alterations shall only require prior notice to (but not the consent of) Landlord.

Section 7.03. Signage. Subject to compliance with all applicable building and signage codes, Tenant may install exterior signage on the Buildings depicting its name and/or logo.

Article VIII - Repairs

Tenant shall maintain, repair and replace as necessary the interior, exterior and all structural aspects of the Buildings, the Buildings roofs and foundations, all base Buildings systems and all Common Areas located outside the Buildings. Landlord shall have no responsibility whatsoever for maintenance, repair or replacement of any of the Buildings, the Common Areas or any part of the Land.

Article IX - Assignment and Subletting

Section 9.01. General. Tenant shall not assign this Lease or sublet the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Regardless of Landlord's consent, no subletting or assignment shall release Tenant's obligation or alter the primary liability of Tenant. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. If any assignee of Tenant or any successor of Tenant defaults in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor. Landlord may consent to subsequent assignments or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto, and such action shall not relieve Tenant of its liability under this Lease.

Section 9.02. Change in Control. A Change in Control (as hereinafter defined) in respect of Tenant shall constitute a prohibited assignment under this Article IX and shall constitute, in the absence of Landlord's prior written consent thereto, an Event of Default hereunder. For purposes hereof, "Change in Control" shall mean a direct or indirect transfer of fifty percent (50%) or more of the outstanding voting stock of a Tenant.

Section 9.03. Bankruptcy. If a petition is filed by or against Tenant for relief under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), and Tenant (including for purposes of this Section 9.03 Tenant's successor in bankruptcy, whether a trustee or Tenant as debtor in possession) assumes and proposes to assign, or proposes to assume and assign, this Lease pursuant to the provisions of the Bankruptcy Code to any person or entity who has made or accepted a bona fide offer to accept an assignment of this Lease on terms acceptable to Tenant, then notice of the proposed assignment setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the offer and proposed assignment, and (c) the adequate assurance to be furnished by the proposed assignee of its future performance under the Lease, shall be given to Landlord by Tenant no later than twenty (20) days after Tenant has made or received such offer, but in no event later than ten (10) days prior to the date on which Tenant applies to a court of competent jurisdiction for authority and approval to enter into the proposed assignment. Landlord shall have the prior right and option, to be exercised by notice to Tenant given at any time prior to the date on which the court order authorizing such assignment becomes final and nonappealable, to receive an assignment of this Lease upon the same terms and conditions, and for the same consideration, if any, as the proposed assignee, less any brokerage commissions which may otherwise be payable out of the consideration to be paid by the proposed assignee for the assignment of this Lease. If this Lease is assigned pursuant to the provisions of the Bankruptcy Code, Landlord may require from the assignee a deposit or other security for the performance of its obligations under the Lease in an amount substantially the same as would have been required by Landlord upon the initial leasing to a tenant similar to the assignee. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or documentation, to have assumed all of the Tenant's obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption. No provision of this Lease shall be deemed a waiver of Landlord's rights or remedies under the Bankruptcy Code to oppose any assumption and/or assignment of this Lease, to require a timely performance of Tenant's obligations under this Lease, or to regain possession of the Premises if this Lease has neither been assumed nor rejected within sixty (60) days after the date of the order for relief or within such additional time as a court of competent jurisdiction may have fixed. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code.

Article X - Indemnification

Subject to Section 28.05, Tenant shall hold Landlord harmless and defend Landlord from and against any and all losses, damages, claims, or liability for any damage to any property or injury, illness or death of any person occurring in, on, or about the Premises, or any part thereof, when such damage, injury, illness or death shall be caused in whole or in part by the negligence or willful misconduct of Tenant, its agents, servants, employees, invitees or licensees. The provisions of this Article shall survive the termination of this Lease with respect to any damage, injury, illness or death occurring prior to such termination.

Article XI - Destruction or Damage

In the event of a fire or other casualty in the Buildings, Tenant shall immediately give notice thereof to Landlord. The following provisions shall apply to fire or other casualty occurring in the

Buildings:

(a) If the Buildings can be made tenantable with all damage substantially repaired within two (2) years from the date of damage or destruction, then Landlord shall be obligated to rebuild the same and shall proceed diligently to do so; provided, however, that Landlord shall have no obligation to repair or restore the Initial Alterations or other alterations in the Buildings made by Tenant.

(b) If clause (a) above does not apply, Landlord shall notify Tenant within sixty (60) days after the date of such damage or destruction and either Tenant or Landlord may terminate this Lease within thirty (30) days after the date of such notice.

(c) If clause (a) above applies and Landlord fails to restore and rebuild the Premises or the Buildings, as applicable, within the time periods described above, then Tenant shall have the right to either terminate this Lease or complete such restoration and rebuilding and offset the cost thereof, together with interest thereon at the Prime Rate, against all Monthly Base Rent thereafter becoming due under this Lease.

(d) During any period when the Premises, as a result of destruction or damage, are unusable by Tenant, all rent shall abate proportionately until such time as the Buildings is made tenantable.

Article XII - Taxes

Tenant shall be responsible for and shall pay all real estate ad valorem taxes and special assessments levied or assessed against the Premises, and all personal property taxes levied or assessed against Tenant's personal property located within the Premises.

Article XIII - Entry by Landlord

Landlord, its agents, contractors or employees may, upon reasonable prior notice to Tenant and accompanied by a representative of Tenant, enter the Premises to: (a) inspect the same; (b) exhibit the same to prospective purchasers, lenders or, during the last six (6) months of the Term, tenants; (c) determine whether Tenant is complying with all of its obligations hereunder; (d) supply services to be provided by Landlord to Tenant hereunder; (e) post notices of nonresponsibility; and (f) make repairs required of Landlord under the terms hereof; provided, however, that such entry and work shall not materially adversely affect Tenant's access to or use of the Premises.

Article XIV - Default

Section 14.01. Events of Default. The occurrence of any one or more of the following events (each, an "Event of Default") shall constitute a breach of this Lease by Tenant: (a) failure by Tenant to pay any Monthly Base Rent within ten (10) days after written notice from Landlord; (b) failure by Tenant to pay any other sum when and as the same becomes due and payable if such failure continues for more than ten (10) days after notice thereof from Landlord; (c) failure by Tenant to perform or observe any other obligations of Tenant hereunder, if such failure continues for more than thirty (30)

days after notice thereof from Landlord (unless such failure cannot reasonably be cured within such thirty (30) day period and Tenant shall within such period commence and diligently pursue the curing of such failure); (d) the making by Tenant of a general assignment for the benefit of creditors, or the admission of its inability to pay its debts as they become due or the filing of a voluntary petition, case or proceeding in bankruptcy; (e) if within ninety (90) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within ninety (90) days after the appointment without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of any material part of its properties, such appointment shall not have been vacated; or (f) if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within thirty (30) days.

Section 14.02. Landlord's Remedies. (a) Upon the occurrence of an Event of Default, Landlord may elect to terminate this Lease, or, without terminating this Lease, terminate Tenant's right to possession of the Premises. Upon any such termination, Tenant shall immediately surrender and vacate the Premises and deliver possession thereof to Landlord. Tenant grants to Landlord the right to enter and repossess the Premises and to expel Tenant and any others who may be occupying the Premises and to remove any and all property therefrom, and without relinquishing Landlord's rights to rent or any other right given to Landlord hereunder or by operation of law.

(b) If Landlord terminates Tenant's right to possession of the Premises without terminating this Lease, Landlord may relet the Premises or any part thereof. Tenant shall reimburse Landlord for the costs and expenses of reletting the Premises including, but not limited to, all brokerage, advertising, legal, alteration and other expenses incurred to secure a new tenant for the Premises. In addition, if the consideration collected by Landlord upon any such reletting, after payment of the expenses of reletting the Premises which have not been reimbursed by Tenant, is insufficient to pay monthly the full amount of the rent, Tenant shall pay to Landlord the amount of each monthly deficiency as it becomes due. If such consideration is greater than the amount necessary to pay the full amount of the rent, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant.

(c) If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant shall pay to Landlord, on demand, as and for liquidated and final damages, an accelerated lump sum amount equal to the amount by which the aggregate amount of rent owing from the date of such termination through the Expiration Date plus the aggregate expenses of reletting the Premises, exceeds the fair rental value of the Premises for the same period, both discounted to present value using a discount rate equal to the Prime Rate.

Section 14.03. Interest. Every installment of rent and every other payment due hereunder from Tenant to Landlord not paid within ten (10) days of the date when due shall bear interest at the Prime Rate, or at the highest rate legally permitted, whichever is less, from the date that the same became due and payable until paid.

Section 14.04. Late Charges. Tenant acknowledges that late payment by Tenant to Landlord of Monthly Base Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount

of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any note secured by an encumbrance covering the Premises. Therefore, if any installment of Monthly Base Rent due from Tenant is not received by Landlord within ten (10) days of the date when due, Tenant shall pay Landlord a late charge equal to three percent (3%) of such delinquent amount. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of such late payment by Tenant.

Section 14.05. No Landlord Lien. Landlord hereby irrevocably waives and releases any landlord's lien or similar right, interest or lien upon or with respect to Tenant's property, trade fixtures and improvements at or to the Premises.

Article XV - Landlord's Default

In the event Landlord breaches any representation or warranty hereunder or fails to observe or perform any covenant or obligation hereunder and such breach or failure continues for a period of thirty (30) days after written notice thereof from Tenant to Landlord, Tenant may undertake all reasonable actions necessary to cure Landlord's breach or failure and Landlord agrees to reimburse Tenant on demand for all sums expended or obligations incurred by Tenant in connection therewith (including reasonable attorney fees). If Landlord shall fail to reimburse Tenant, then such sums expended by Tenant, together with interest thereon at the Prime Rate, may at Tenant's option be offset against the Monthly Base Rent payable by Tenant hereunder.

Article XVI - Attorney Fees

In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover its court costs and fees of its attorneys in such action or proceeding (whether at the administrative, trial or appellate levels) to the extent permitted by law.

Article XVII - Holding Over

If Tenant shall remain in possession after the expiration or sooner termination of this Lease with Landlord's consent (which Landlord may withhold in its sole and absolute discretion), all of the terms, covenants and agreements hereof shall continue to apply and bind Tenant so long as Tenant shall remain in possession insofar as the same are applicable; provided, however, the Monthly Base Rent shall be one hundred twenty-five percent (125%) of the Monthly Base Rent payable for the last month of the Term, prorated on a daily basis for each day that Tenant remains in possession. Tenant shall indemnify Landlord and Landlord's Agent against any and all claims, losses and liabilities for damages resulting from failure to surrender possession, including, without limitation, any claims made by any succeeding tenant. If Tenant remains in possession with Landlord's written consent, such tenancy shall be from month to month, terminable by either party on not less than thirty (30) days written notice.

Article XVIII - Waiver

The failure of Landlord to exercise its rights in connection with any breach or violation of any

term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

Article XIX - Eminent Domain

Section 19.01. Taking of Premises. If all or any part of the Premises shall be taken by any public or quasi-public authority as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking, Tenant shall have the right to terminate this Lease as to the balance of the Premises by written notice to Landlord within thirty (30) days after the date of such taking; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature as substantially to handicap, impede and impair Tenant's use of the balance of the Premises.

Section 19.02. Condemnation Award. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, and any interest therein whatsoever which may be paid or made in connection therewith, provided, nothing shall prohibit Tenant from making a claim for, and receiving, any compensation or award as long as the same does not reduce the compensation or award to Landlord. In the event of a partial taking of the Premises which does not result in a termination of this Lease, the Monthly Base Rent thereafter to be paid shall be appropriately and equitably reduced.

Article XX - Subordination

Section 20.01. Subordination of this Lease. Unless Landlord or any lender holding a lien which affects the Premises elects otherwise and subject to Section 20.02 below, this Lease shall be subject and subordinated at all times to the lien of all mortgages and deeds of trust (a "Mortgage") in any amount or amounts whatsoever now or hereafter placed on or against the Premises, on or against Landlord's interest or estate therein, all without the necessity of having further instruments executed on the part of Tenant to effectuate such subordination. Notwithstanding the foregoing: (i) in the event of a foreclosure of any such Mortgage or of any other action or proceeding for the enforcement thereof, or of any sale thereunder, or the giving of any deed in lieu of such foreclosure, Tenant shall, if requested, attorn to the purchaser at such foreclosure sale or other action or proceeding, or to the grantee under any such deed given in lieu of foreclosure, or, if requested, enter into a new lease with such successor to Landlord's interest for the balance of the original or extended Term then remaining upon the same terms and provisions as are in this Lease contained (it being understood, however, that no such successor to Landlord's interest shall be bound by any payment of rent or any other charges under this Lease, other than security deposits, made more than one (1) month in advance, or by any amendment to or modification of this Lease made without such successor's consent); and (ii) Tenant agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Lease to such deed and to the lien of any such Mortgages as may reasonably be required by Landlord. Tenant shall from time to time on request from Landlord execute and deliver any documents or instruments that may be

required by any lender to effectuate any subordination. Landlord represents to Tenant that there is no ground or underlying lease of the Buildings or the real estate upon which the Buildings is located.

Section 20.02. Non-Disturbance. Notwithstanding anything contained herein to the contrary, Tenant shall be obligated to subordinate its interest under this Lease to any Mortgage which may hereafter be placed on, against or affecting the Premises only if, and on the condition that, Landlord shall provide Tenant with a non-disturbance agreement in favor of Tenant from the holder of such Mortgage in a form reasonably acceptable to Tenant, which non-disturbance agreement shall contain specific provisions under which the holder of such Mortgage shall recognize the Option (as hereafter defined) granted to Tenant under Section 25.01. Landlord shall, within twenty (20) days from the date hereof, provide Tenant with a non-disturbance agreement in favor of Tenant from the holder of any existing Mortgage now on, against or affecting the Premises in a form reasonably acceptable to Tenant, recognizing the Option, and if Landlord shall fail to timely provide such non-disturbance agreement, Tenant shall have the right to terminate this Lease.

Article XXI - No Merger

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger unless Landlord shall elect otherwise.

Article XXII - Surrender of Premises

At the end of the Term or upon sooner termination of this Lease, Tenant shall peaceably deliver up to Landlord possession of the Premises in good condition and in accordance with the terms of this Lease, reasonable wear and tear excepted.

Article XXIII - Estoppel Certificate

At any time and from time to time, but in no event on less than ten (10) days prior written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord, promptly upon request, a certificate certifying: (a) that Tenant has accepted the Premises (or, if Tenant has not done so, that Tenant has not accepted the Premises, and specifying the reasons therefor); (b) the commencement and expiration dates of this Lease; (c) whether there are then existing any defaults by Landlord in the performance of its obligations under this Lease (and, if so, specifying the same) (d) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification); (e) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of Tenant; (f) the date, if any, to which rent and other sums payable hereunder have been paid; (g) that Tenant is not in default under the Lease nor does any event exist which, with the passage of time or the giving of notice or both would constitute an Event of Default (except as to defaults specified in the certificate); (h) the amount of any security deposit and prepaid rent; and (i) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under any Mortgage affecting the Premises.

Article XXIV - Notices

All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by prepaid air courier, or sent by registered or certified mail, postage prepaid, return receipt requested, at the addresses set forth in Article I or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such communication shall be deemed to have been given when delivered if delivered personally, on the business day after dispatch if sent by air courier, or on the third business day after posting if sent by mail.

Article XXV - Option to Purchase

Section 25.01. Option; Put. Landlord hereby grants to Tenant the exclusive option (the "Option") to purchase the Premises, and upon receipt of a Put Notice, Tenant agrees to purchase the Premises, for the Option Price (as hereafter defined) upon the following terms and conditions:

(a) The Option shall be exercisable at any time during the sixty (60) day period (the "Option Period") immediately following: (i) receipt of written notice from Landlord ("Put Notice") that Tenant must exercise the Option, or (ii) the expiration of the Term. Landlord may not deliver a Put Notice prior to the Expiration Date, and upon delivery of a Put Notice by Landlord, Tenant shall be deemed to have delivered an Exercise Notice hereunder.

(b) The Option shall be exercised, if at all, by delivery of written notice of exercise (the "Exercise Notice") from Tenant to Landlord during the Option Period. In the event no Put Notice is delivered and Tenant does not deliver an Exercise Notice to Landlord during the Option Period, the Option shall terminate and be of no further force or effect.

(c) Landlord represents and warrants to Tenant that as a result of the closing and consummation of the purchase of the Premises by Tenant pursuant to the Option (the "Closing"), the Premises will be conveyed to Tenant free and clear of all liens, claims and encumbrances.

(d) Landlord hereby covenants with Tenant that between the Effective Date and the expiration of the Option Period or the Closing (whichever occurs later), Landlord shall not create, establish, consent to or permit any further easements, covenants, conditions or restrictions to be placed upon or against the Premises unless requested by Tenant.

(e) In the event Tenant exercises the Option, the following costs and expenses shall be apportioned, prorated or adjusted between Tenant and Landlord at the Closing: (i) the costs of the Title Commitment (and resulting title insurance policy) shall be paid by Tenant, (ii) the costs of the Survey and other costs of the Inspections shall be paid by Tenant, (iii) the cost of documentary stamps or transfer taxes and the cost of recording the deed shall be paid by Landlord, and (iv) real estate taxes, special assessments, escrow fees and related costs shall be apportioned or prorated in accordance with the custom of the county in which the Premises is located.

(f) Upon the delivery of a Put Notice or an Exercise Notice, Landlord shall be deemed to have thereby agreed to sell, transfer and convey to Tenant, and Tenant shall be deemed to

have thereby agreed to purchase and acquire from Landlord, the Premises for an amount equal to Fair Market Value as of the date of the Put Notice or Exercise Notice (the "Option Price"). The Option Price shall be paid by Tenant by wire transfer of immediately available funds. For purposes hereof, "Fair Market Value" shall have the meaning ascribed to such term by the Appraisal Institute.

(g) Within thirty days after the date of the Put Notice or Exercise Notice, Landlord shall give Tenant a notice setting forth Landlord's estimate of the Option Price ("Estimate"). Such estimate of the Option Price shall be conclusive and binding on Tenant as the Fair Market Value of the Premises unless ~~Tenant shall~~, within thirty(30) days after receipt of such estimate, notify Landlord that Tenant disputes Landlord's Estimate of Fair Market Value. If such dispute is not resolved within thirty (30) days after the giving of a dispute notice by Tenant, and no Put Notice has been delivered, Tenant shall have the option to withdraw the Exercise Notice by giving Landlord written notice of such withdrawal within ten (10) days after the expiration of such thirty (30) day period. If no Put Notice has been delivered and Tenant elects to withdraw the Exercise Notice, the Option shall be null and void and of no further force or effect.

(h) In the event Landlord and Tenant cannot agree upon the Fair Market Value of the Premises within the thirty (30) day period described above, and Tenant has not elected to withdraw the Exercise Notice, Landlord and Tenant shall, within twenty (20) days after the expiration of such thirty (30) day period, simultaneously submit to each other in a sealed envelope its good faith estimate of Fair Market Value of the Premises as of the date of the Exercise Notice and its designation of an appraiser, which appraiser shall be an MAI appraiser having at least ten (10) years' prior experience in the valuation of properties similar to the Premises. Landlord's and Tenant's designated appraisers shall work together in good faith to agree upon which of the two Estimates most clearly reflects the Fair Market Value of the Premises. The Estimate chosen by such appraisers shall be binding on both Landlord and Tenant.

(i) If the two appraisers cannot agree upon which of the two Estimates most closely reflects Fair Market Value of the Premises within twenty (20) days after their appointment, then, within ten (10) days after the expiration of such (20) day period, the two appraisers shall select a third appraiser satisfying the above criteria. Once the third appraiser has been selected as provided for above, such third appraiser shall, within ten (10) days after appointment, make its determination of which of the two Estimates most closely reflects Fair Market Value and such Estimate shall be binding upon both Landlord and Tenant as to the Option Price. Each party shall pay the cost of the appraiser designated by it and shall pay one-half of the cost of any third appraiser.

(j) The Closing shall be held not later than thirty (30) days after the Option Price is finally determined in accordance with the foregoing subparagraphs. At the Closing: (i) Landlord shall convey the Premises to Tenant by warranty deed free and clear of all liens, claims and encumbrances, (ii) Landlord shall execute such standard owner lien affidavits that may be required by the title company issuing the Title Commitment, and (iii) Tenant shall pay the Option Price as described herein.

To DS

(k) Contemporaneously herewith, Landlord and Tenant shall execute a memorandum in recordable form and otherwise acceptable to Tenant's counsel providing record notice of this Lease and the Option and cause the same to be recorded against the Land. In the event of any termination of this Lease by Tenant, Landlord and Tenant shall execute a release or other instrument in recordable

form releasing such memorandum.

(l) Tenant acknowledges that Landlord may desire to effect a tax free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and as a result Landlord shall have the right to assign its rights and obligations under the Option to a qualified intermediary of Landlord's choice for the purpose of completing such an exchange; provided, such assignment and exchange shall not delay the Closing or cause additional expense to Tenant and in no event shall Tenant be required to take title to any real property other than the Premises. Tenant agrees to reasonably cooperate with Landlord and such qualified intermediary in a manner necessary to complete the exchange and to provide such documents and consents relating thereto as may be consistent with the terms and conditions of this Article.

(m) Notwithstanding anything to the contrary set forth in Article XI, in the event of any loss or damage to the Premises by fire or other casualty after the delivery of an Exercise Notice or Put Notice but prior to the Closing, Tenant shall proceed to effect the Closing. The Option Price shall not be reduced but Tenant shall be entitled to receive all insurance proceeds with respect thereto and Landlord shall assign to Tenant all of Landlord's rights to such insurance proceeds.

Article XXVI - Quiet Enjoyment

Landlord covenants that Tenant, upon paying the rent and performing the covenants on Tenant's part to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises for the Term of this Lease.

Article XXVII - Successors

All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of the parties hereto.

Article XXVIII - Insurance

Section 28.01. Liability Insurance. Tenant shall obtain and keep in full force a policy of commercial general liability and property damage insurance (including automobile, personal injury, broad form contractual liability and broad form property damage) under which Tenant is named as the insured and Landlord is named as an additional insured. The minimum limits of liability shall be a combined single limit with respect to each occurrence of not less than Ten Million Dollars ($10,000,000).

Section 28.02. Tenant's Property Insurance. Tenant at its cost shall maintain on all of its personal property, the Initial Alterations and any subsequent alterations, in, on, or about the Premises; a special cause of loss form insurance policy with theft, to the extent of full replacement value.

Section 28.03. Property Insurance. Tenant shall maintain on the Buildings a special cause of loss form insurance policy to the extent of full replacement value.

Section 28.04. Worker's Compensation Insurance. Tenant shall maintain Worker's Compensation and Employer's Liability insurance as required by law.

Section 28.05. Release; Waiver of Subrogation. Landlord and Tenant each hereby release the other from, and each hereby waive any and all rights to recover against the other for, any loss or damage to such releasing and waiving party or its property arising from any cause which is (a) insurable under a special cause of loss form insurance policy which is required to be carried under the provisions of this Lease, or (b) covered by any other insurance actually carried by such party, all to the extent of the limits of such policy. Landlord and Tenant shall cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Buildings and the Premises.

Article XXIX - Miscellaneous

Section 29.01. Captions. The captions and headings of the Articles and Sections in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.

Section 29.02. Number and Genders; Joint and Several Liability. The words "Landlord" and "Tenant," as used herein, shall include the plural as well as the singular. Words used in the masculine gender include the feminine and neuter. If there be more than one Landlord or Tenant or if Tenant is a partnership, the respective obligations hereunder imposed upon Landlord, Tenant and the general partners of Tenant, as the case may be, shall be joint and several.

Section 29.03. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the state of Nebraska.

Section 29.04. Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the full extent permitted by law.

Section 29.05. Amendments. This Lease may not be altered, changed, or amended except by an instrument signed by both parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the dates set forth below and this Lease shall be effective as of the date first written above.

LANDLORD:

RYAN FAMILY PARTNERSHIP, LTD.,
a Nebraska limited partnership

By Wayne L. Ryan
Name: Wayne L. Ryan
Title: General Partner

122799
02159956.01

TENANT:

STRECK LABORATORIES, INC.,
a Nebraska corporation

By _____
Name: Wayne L. Ryan
Title: Chairman and CEO

STATE OF_____)
) ss.
COUNTY OF_____)

GENERAL NOTARY-State of Nebraska
JEANNE C. BULAND
My Comm. Exp. April 14, 2003

The foregoing instrument was acknowledged before me this 15 day of December, 1999, by Wayne L. Ryan, General Partner of Ryan Family Partnership, Ltd., a Nebraska limited partnership, on behalf of the limited partnership.

[SEAL]

_____
Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

GENERAL NOTARY-State of Nebraska
JEANNE C. BULAND
My Comm. Exp. April 14, 2003

The foregoing instrument was acknowledge before me this 15 day of December 1999 by Wayne L Ryan, the Chairman & CEO of Streck Laboratories, Inc., a Nebraska corporation, on behalf of the corporation.

[SEAL]

_____
Notary Public

122799
0215956.01

EXHIBIT "A"
Legal Description of Land

Rent Schedule for Lot 17 and the East 49.39' of Lot 18 in Brook Valley Business Park and associated building

Monthly Rent	Period	Annual Rent	
$17,917	12/1/95 - 11/1/96	$215,004	
$17,917	12/1/96 - 11/1/97	$215,004	
$18,125	12/1/97 - 11/1/98	$217,500	
$19,167	12/1/98 - 11/1/99	$230,004	
$19,167	12/1/99 - 11/1/00	$230,004	
$19,583	12/1/00 - 6/01/01	$137,081	
$19,134	7/01/01 - 6/01/02	$229,604	
$19,966	7/01/02 - 6/01/03	$239,596	
$19,517	7/01/03 - 6/01/04	$234,204	
$20,366	7/01/04 - 6/01/05	$244,396	
$19,917	7/01/05 - 12/01/05	$119,502	$1,415,220

Rent Schedule for Lots 16,22,23 and the East 49.39' of Lot 21 in Brook Valley Business Park

Monthly Rent	Period	Annual Rent	
$14,058	12/1/95 - 11/1/96	$168,696	
$14,058	12/1/96 - 11/1/97	$168,696	
$14,058	12/1/97 - 11/1/98	$168,696	
$14,858	12/1/98 - 11/1/99	$178,296	
$14,858	12/1/99 - 11/1/00	$178,296	
$15,125	12/1/00 - 6/1/01	$105,875	
$14,925	7/01/01 - 6/1/02	$179,100	
$15,425	7/01/02 - 6/1/03	$185,100	
$15,225	7/01/03 - 6/01/04	$182,700	
$15,725	7/01/04 - 6/01/05	$188,700	
$15,542	7/01/05 - 12/01/05	$93,250	$1,098,163

Rent Schedule for Mfg and Admin Building in Brook Valley Business Park

Monthly Rent	Period	Annual Rent	
$95,000	7/1/00 - 6/1/01	$1,140,000	
$96,000	7/1/01 - 6/1/02	$1,152,000	
$97,000	7/1/02 - 6/1/03	$1,164,000	
$98,000	7/1/03 - 6/1/04	$1,176,000	
$99,000	7/1/04 - 6/1/05	$1,188,000	
$100,000	7/1/05 - 6/1/06	$1,200,000	
$101,000	7/1/06 - 6/1/07	$1,212,000	
$102,000	7/1/07 - 6/1/08	$1,224,000	
$103,000	7/1/08 - 6/1/09	$1,236,000	
$104,000	7/1/09 - 6/1/10	$1,248,000	
$105,000	7/1/10 - 6/1/11	$1,260,000	
$106,100	7/1/11 - 6/1/12	$1,273,200	
$107,200	7/1/12 - 6/1/13	$1,286,400	
$108,300	7/1/13 - 6/1/14	$1,299,600	
$109,400	7/1/14 - 6/1/15	$1,312,800	
$110,500	7/1/15 - 6/1/16	$1,326,000	$19,035,000

Total Rent $21,548,383

Annual Rent	Annual Rent	Annual Rent	Period	Annual Rent	
$230,420	$178,563	$570,000	1/00 - 12/00	$978,983	
$232,300	$180,300	$1,146,000	1/01 - 12/01	$1,558,600	
$234,600	$182,100	$1,158,000	1/02 - 12/02	$1,574,700	
$236,900	$183,900	$1,170,000	1/03 - 12/03	$1,590,800	
$239,300	$185,700	$1,182,000	1/04 - 12/04	$1,607,000	
$241,700	$187,600	$1,194,000	1/05 - 12/05	$1,623,300	
$244,100	$189,500	$1,206,000	1/06 - 12/06	$1,639,600	
$246,500	$191,400	$1,218,000	1/07 - 12/07	$1,655,900	
$249,000	$193,300	$1,230,000	1/08 - 12/08	$1,672,300	
$251,500	$195,200	$1,242,000	1/09 - 12/09	$1,688,700	
$254,000	$197,200	$1,254,000	1/10 - 12/10	$1,705,200	
$256,500	$199,200	$1,266,600	1/11 - 12/11	$1,722,300	
$259,100	$201,200	$1,279,800	1/12 - 12/12	$1,740,100	
$261,700	$203,200	$1,293,000	1/13 - 12/13	$1,757,900	
$264,300	$205,200	$1,306,200	1/14 - 12/14	$1,775,700	
$266,900	$207,300	$1,319,400	1/15 - 12/15	$1,793,600	$21,548,383

Rent Payback Schedule of Diluent Bldg, Land and Mfg/Admin Bldg (Combinded)

P:\midpart.wk4

Assumptions:

$12,903,567	Purchase Price	Financed Amount	Financing Rate	Financing Period	Tax Rate	Square Feet	Building Life
$839,325	Diluent Bldg	$810,000	8.00%	10 Years	48.6%	27,000	40
$11,000,000	Mfg/Admin Bldg	$11,000,000	7.84%	15 Years	48.6%	114,000	40
$1,064,242	Land	$1,120,000	8.00%	10 Years	48.6%		

Payment of Rent should begin July 2000.

Year	Mfg/Admin Rent	Land Rent	Diluent Rent	Total Rent	Mfg/Admin Bldg Int Exp	Land Int Exp	Diluent Bldg Int Exp	Total Int Exp	Mfg/Admin Depreciation	Diluent Bldg Depreciation	Taxable Income	Fed & State Taxes	Mfg/Admin Cash Exp	Land Cash Exp	Diluent Cash Exp	Total Cash Exp	Annual Cash Flow	Accumulated Cash Flow	Monthly Rent	Rent per Square Ft	Period
1	$570,000	$178,658	$280,420	$979,853	$328,821	$42,555	$59,855	$429,241	$1,001,194	$21,521	($472,073)	-$219,969	$418,433	$118,441	$163,770	$698,644	$280,339	$280,339	$129,062	$10.69	01/00-12/00
2	$1,148,000	$180,800	$602,800	$1,658,600	$837,605	$38,310	$50,207	$924,122	$1,035,951	$21,521	($1,022,984)	-476,715	$1,249,299	$118,441	$163,770	$1,531,510	$27,090	$307,429	$129,583	$11.05	01/01-12/01
3	$1,159,000	$182,100	$234,600	$1,574,700	$804,142	$39,540	$40,845	$874,527	$1,069,944	$21,521	($955,992)	-175,546	$1,249,299	$118,441	$163,770	$1,531,510	$43,190	$350,619	$131,225	$11.17	01/02-12/02
4	$1,170,000	$183,600	$236,900	$1,590,600	$767,961	$22,212	$30,713	$820,886	$716,603	$21,521	$31,590	14,721	$1,249,299	$118,441	$163,770	$1,531,510	$59,290	$409,909	$132,887	$11.28	01/03-12/03
5	$1,182,000	$185,700	$239,300	$1,607,000	$725,627	$14,279	$19,744	$762,650	$702,346	$21,521	$120,274	56,048	$1,249,299	$118,441	$163,770	$1,531,510	$75,490	$485,399	$133,817	$11.40	01/04-12/04
6	$1,194,000	$187,800	$241,700	$1,623,200	$665,515	$5,693	$7,872	$700,100	$461,350	$21,521	$449,829	$209,620	$1,249,299	$118,441	$163,770	$1,531,510	$91,690	$577,089	$134,747	$11.48	01/05-12/05
7	$1,206,000	$189,900	$244,100	$1,639,800	$640,794	$0	$0	$640,794	$203,615	$21,521	$779,672	363,531	$1,249,299	$118,441	$163,770	$1,531,510	$108,570	$685,659	$135,676	$11.51	01/06-12/06
8	$1,218,000	$191,400	$246,500	$1,656,900	$591,235	$0	$0	$591,235	$178,278	$21,521	$853,666	402,468	$1,249,299	$0	$0	$1,249,299	$407,601	$1,093,260	$138,639	$11.63	01/07-12/07
9	$1,230,000	$193,000	$249,000	$1,672,300	$537,855	$0	$0	$537,855	$178,278	$21,521	$933,546	438,032	$1,249,299	$0	$0	$1,249,299	$423,167	$1,516,427	$139,602	$11.74	01/08-12/08
10	$1,242,000	$195,200	$251,500	$1,688,700	$480,033	$0	$0	$480,033	$178,278	$21,521	$1,007,768	472,920	$1,249,299	$0	$0	$1,249,299	($12,031)	$1,504,396	$140,565	$11.85	01/09-12/09
11	$1,254,000	$197,300	$254,000	$1,705,300	$417,505	$0	$0	$417,505	$178,278	$21,521	$1,083,796	508,447	$1,249,299	$0	$0	$1,249,299	($30,218)	$1,188,218	$141,528	$11.96	01/10-12/10
12	$1,266,000	$199,300	$256,500	$1,722,000	$348,897	$0	$0	$348,897	$178,278	$21,521	$1,171,504	548,921	$1,249,299	$0	$0	$1,249,299	($50,246)	$1,137,972	$142,100	$12.06	01/11-12/11
13	$1,279,000	$201,200	$259,100	$1,740,100	$275,753	$0	$0	$275,753	$178,278	$21,521	$1,262,409	591,892	$1,249,299	$0	$0	$1,249,299	($72,820)	$1,064,752	$143,625	$12.21	01/12-12/12
14	$1,293,000	$203,200	$261,700	$1,757,900	$197,749	$0	$0	$197,749	$178,278	$21,521	$1,359,992	637,411	$1,249,299	$0	$0	$1,249,299	($97,461)	$967,271	$145,008	$12.34	01/13-12/13
15	$1,306,000	$205,200	$264,300	$1,775,700	$112,250	$0	$0	$112,250	$178,278	$21,521	$1,462,621	681,535	$1,249,299	$0	$0	$1,249,299	($124,810)	$842,460	$146,492	$12.47	01/14-12/14
16	$1,319,400	$207,200	$266,800	$1,793,400	$23,983	$0	$0	$23,983	$159,820	$21,521	$1,586,295	740,148	$832,866	$0	$0	$832,866	($220,588)	$607,914	$147,975	$12.59	01/15-12/15
				$26,044,063	$7,760,205				Interest Total		$10,230,753										

Excel/limitdpart/ Rent Schedule

Rent Schedule for Lot 17 and the East 49.39' of Lot 18 in Brook Valley Business Park and associated building

Monthly Rent	Period	Annual Rent	
$17,917	12/1/95 - 11/1/96	$215,004	
$17,917	12/1/96 - 11/1/97	$215,004	
$18,125	12/1/97 - 11/1/98	$217,500	
$19,167	12/1/98 - 11/1/99	$230,004	
$19,167	12/1/99 - 11/1/00	$230,004	
$19,583	12/1/00 - 6/01/01	$137,081	
$19,134	7/01/01 - 6/01/02	$229,608	
$20,474	7/01/02 - 6/01/03	$245,688	
$20,935	7/01/03 - 6/01/04	$251,216	
$21,405	7/01/04 - 6/01/05	$258,868	
$21,887	7/01/05 - 12/01/05	$131,324	$1,482,622

Rent Schedule for Lots 16,22,23 and the East 49.39' of Lot 21 in Brook Valley Business Park

Monthly Rent	Period	Annual Rent	
$14,058	12/1/95 - 11/1/96	$168,696	
$14,058	12/1/96 - 11/1/97	$168,696	
$14,058	12/1/97 - 11/1/98	$168,696	
$14,858	12/1/98 - 11/1/99	$178,296	
$14,858	12/1/99 - 11/1/00	$178,296	
$16,125	12/1/00 - 6/1/01	$105,875	
$14,925	7/01/01 - 6/1/02	$179,100	
$15,813	7/01/02 - 6/1/03	$189,756	
$16,169	7/01/03 - 6/01/04	$194,028	
$16,533	7/01/04 - 6/01/05	$198,391	
$16,905	7/01/05 - 12/01/05	$101,427	$1,132,013

Rent Schedule for Mfg and Admin Building in Brook Valley Business Park

Monthly Rent	Period	Annual Rent	
$95,000	7/1/00 - 6/1/01	$1,140,000	
$96,000	7/1/01 - 6/1/02	$1,152,000	
$97,440	7/1/02 - 6/1/03	$1,169,280	
$98,902	7/1/03 - 6/1/04	$1,186,819	
$100,385	7/1/04 - 6/1/05	$1,204,621	
$101,891	7/1/05 - 6/1/06	$1,222,691	
$103,419	7/1/06 - 6/1/07	$1,241,031	
$104,971	7/1/07 - 6/1/08	$1,259,647	
$106,545	7/1/08 - 6/1/09	$1,278,541	
$108,143	7/1/09 - 6/1/10	$1,297,719	
$109,765	7/1/10 - 6/1/11	$1,317,185	
$111,412	7/1/11 - 6/1/12	$1,336,943	
$113,083	7/1/12 - 6/1/13	$1,356,997	
$115,910	7/1/13 - 6/1/14	$1,390,922	
$118,808	7/1/14 - 6/1/15	$1,425,695	
$121,778	7/1/15 - 6/1/16	$1,461,338	$19,710,762

Total Rent $22,305,397

Annual Rent	Annual Rent	Annual Rent	Period	Annual Rent	
$230,420	$178,563	$570,000	1/00 - 12/00	$978,983	
$232,302	$180,300	$1,146,000	1/01 - 12/01	$1,558,602	
$237,648	$184,428	$1,160,640	1/02 - 12/02	$1,582,716	
$248,452	$191,891	$1,178,050	1/03 - 12/03	$1,618,392	
$254,042	$196,208	$1,195,720	1/04 - 12/04	$1,645,971	
$259,758	$200,623	$1,213,656	1/05 - 12/05	$1,674,037	
$263,654	$203,632	$1,231,861	1/06 - 12/06	$1,699,148	
$267,609	$206,687	$1,250,339	1/07 - 12/07	$1,724,635	
$271,623	$209,787	$1,269,094	1/08 - 12/08	$1,750,505	
$275,698	$212,934	$1,288,130	1/09 - 12/09	$1,776,762	
$279,833	$216,128	$1,307,452	1/10 - 12/10	$1,803,414	
$284,031	$219,370	$1,327,064	1/11 - 12/11	$1,830,465	
$288,291	$222,660	$1,346,970	1/12 - 12/12	$1,857,922	
$292,616	$226,000	$1,373,980	1/13 - 12/13	$1,892,576	
$297,005	$229,390	$1,406,309	1/14 - 12/14	$1,934,704	
$301,450	$232,831	$1,443,516	1/15 - 12/15	$1,977,807	$22,305,397

Excel/limtdpart/ Rent Schedule

Rent Schedule for Lot 17 and the East 49.39' of Lot 18 in Brook Valley Business Park and associated building

Monthly Rent	Period	Annual Rent	
$17,917	12/1/95 - 11/1/96	$215,004	
$17,917	12/1/96 - 11/1/97	$215,004	
$18,125	12/1/97 - 11/1/98	$217,500	
$19,167	12/1/98 - 11/1/99	$230,004	
$19,167	12/1/99 - 11/1/00	$230,004	
$19,583	12/1/00 - 6/01/01	$137,081	
$19,134	7/01/01 - 6/01/02	$229,608	
$20,474	7/01/02 - 6/01/03	$245,688	
$20,935	7/01/03 - 6/01/04	$251,216	
$21,406	7/01/04 - 6/01/05	$256,868	
$21,887	7/01/05 - 12/01/05	$131,324	$1,462,622

Rent Schedule for Lots 16,22,23 and the East 49.39' of Lot 21 in Brook Valley Business Park

Monthly Rent	Period	Annual Rent	
$14,058	12/1/95 - 11/1/96	$168,696	
$14,058	12/1/96 - 11/1/97	$168,696	
$14,058	12/1/97 - 11/1/98	$168,696	
$14,858	12/1/98 - 11/1/99	$178,296	
$14,858	12/1/99 - 11/1/00	$178,296	
$15,125	12/1/00 - 6/1/01	$105,875	
$14,925	7/01/01 - 6/1/02	$179,100	
$15,813	7/01/02 - 6/1/03	$189,756	
$16,169	7/01/03 - 6/01/04	$194,028	
$16,533	7/01/04 - 6/01/05	$198,391	
$16,905	7/01/05 - 12/01/05	$101,427	$1,132,013

Rent Schedule for Mfg and Admin Building in Brook Valley Business Park

Monthly Rent	Period	Annual Rent	
$95,000	7/1/00 - 6/1/01	$1,140,000	
$96,000	7/1/01 - 6/1/02	$1,152,000	
$97,440	7/1/02 - 6/1/03	$1,169,280	
$98,902	7/1/03 - 6/1/04	$1,186,819	
$100,385	7/1/04 - 6/1/05	$1,204,621	
$101,891	7/1/05 - 6/1/06	$1,222,691	
$103,419	7/1/06 - 6/1/07	$1,241,031	
$104,971	7/1/07 - 6/1/08	$1,259,647	
$106,545	7/1/08 - 6/1/09	$1,278,541	
$108,143	7/1/09 - 6/1/10	$1,297,719	
$109,765	7/1/10 - 6/1/11	$1,317,185	
$111,412	7/1/11 - 6/1/12	$1,336,943	
$113,083	7/1/12 - 6/1/13	$1,356,997	
$115,810	7/1/13 - 6/1/14	$1,390,922	
$118,808	7/1/14 - 6/1/15	$1,425,695	
$121,778	7/1/15 - 6/1/16	$1,461,338	$19,710,782

Total Rent $22,305,397

Annual Rent	Annual Rent	Annual Rent	Period	Annual Rent	
$230,420	$178,583	$570,000	1/00 - 12/00	$978,983	
$232,302	$180,300	$1,146,000	1/01 - 12/01	$1,558,602	
$237,648	$184,428	$1,160,640	1/02 - 12/02	$1,582,716	
$248,452	$191,891	$1,178,050	1/03 - 12/03	$1,618,392	
$254,042	$196,208	$1,195,720	1/04 - 12/04	$1,645,971	
$259,758	$200,623	$1,213,656	1/05 - 12/05	$1,674,037	
$263,654	$203,632	$1,231,861	1/06 - 12/06	$1,699,148	
$267,609	$206,687	$1,250,339	1/07 - 12/07	$1,724,635	
$271,623	$209,787	$1,269,094	1/08 - 12/08	$1,750,505	
$275,698	$212,934	$1,288,130	1/09 - 12/09	$1,776,762	
$279,833	$216,128	$1,307,452	1/10 - 12/10	$1,803,414	
$284,031	$219,370	$1,327,064	1/11 - 12/11	$1,830,465	
$288,291	$222,660	$1,346,970	1/12 - 12/12	$1,857,922	
$292,616	$226,000	$1,373,960	1/13 - 12/13	$1,892,576	
$297,005	$229,390	$1,408,309	1/14 - 12/14	$1,934,704	
$301,460	$232,831	$1,443,516	1/15 - 12/15	$1,977,807	$22,305,397

LEASE AMENDMENT

This LEASE AMENDMENT is made this 7 day of November, 2007 by and between **Ryan Family, L.L.C.** (formerly known as Ryan Family Partnership Ltd.), a Nebraska limited liability company ("Landlord") and **Streck, Inc.** (formerly known as Streck Laboratories, Inc.), a Nebraska corporation ("Tenant").

RECITALS

WHEREAS, Landlord and Tenant entered into a Lease with Purchase Option with an effective date of December 15, 1999 (the "Lease") for the land and the improvements located at 7002 South 109th Street, LaVista, Nebraska, with the legal description as set forth in the Lease; and

WHEREAS, the parties desire to amend the Lease in regards to the occurrence of any change of control of Tenant.

WITNESSETH:

NOW THEREFORE, in consideration of the covenants, conditions and obligations contained herein and in the Lease, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. From and after the date of this Amendment as stated above, the last sentence of Section 25.01(a) is hereby deleted and replaced with the following:

> "Landlord may at its sole election deliver a Put Notice on or after the Expiration Date and for ninety (90) days thereafter or upon an Event of Default for any reason including without limitation an Event of Default due to a Change in Control (as defined in Section 9.02) and for one hundred eighty (180) days after such Event of Default.

2. To the extent the terms and conditions of the original Lease conflict with the terms and conditions set forth in this Lease Amendment, the terms and conditions of this Lease Amendment shall control. Except as modified by this Lease Amendment, the terms and conditions of the Lease are hereby reaffirmed and remain in full force and effect.

3. This Lease Amendment may be executed in counterparts which, taken together shall constitute one and the same instrument. A facsimile of a counterpart of this Lease Amendment signed by any party hereto shall be binding against such party as an original.

IN WITNESS WHEREOF, the parties have executed this Lease Amendment the date set forth above.

Ryan Family, L.L.C. (formerly known as Ryan Family Partnership Ltd.), a Nebraska limited liability company

By: Wayne L. Ryan

Its: General Partner

Streck, Inc. (formerly known as Streck Laboratories, Inc.), a Nebraska corporation

By: Christine Ryan

Its: President

SCHEDULE I

Rent Schedule for Lot 16, Brook Valley Business Park, replat of Lots 16, 17, 18B, 21B, 22 and 23, and associated buildings

Term Commencement Date: 07/01/2000

Period			Diluent Bldg & Land				Lot 16 (net of diluent land)				Mfg and Admin Bldg				R&D Bldg				Total Land & Bldg Leases		
Year	Beginning	Ending	# of Pymts	Montly Base Rent	Annual Base Rent	Base Rent Escalator	# of Pymts	Montly Base Rent	Annual Base Rent	Base Rent Escalator	# of Pymts	Montly Base Rent	Annual Base Rent	Base Rent Escalator	# of Pymts	Montly Base Rent	Annual Base Rent	Base Rent Escalator	# of Pymts	Montly Base Rent	Annual Base Rent
1	7/1/00	11/30/00	5	$19,167.00			5	$14,858.00			5	$95,000.00							5	$129,025.00	
1	12/1/00	6/30/01	7	$19,583.00			7	$15,125.00			7	$95,000.00							7	$129,708.00	
1					$232,916				$180,185				$1,140,000								$1,553,081
2	7/1/01	6/30/02	12	$19,134.00	$229,608	-1.42%	12	$14,925.00	$179,100	-0.59%	12	$96,000.00	$1,162,000	1.05%					12	$130,059.00	$1,560,708
3	7/1/02	6/30/03	12	$20,474.00	$245,688	7.00%	12	$15,813.00	$189,756	5.96%	12	$97,440.00	$1,169,280	1.50%					12	$133,727.00	$1,604,724
4	7/1/03	6/30/04	12	$20,934.67	$251,216	2.25%	12	$16,168.79	$194,026	2.25%	12	$98,901.60	$1,186,819	1.50%					12	$136,005.06	$1,632,061
5	7/1/04	6/30/05	12	$21,405.69	$256,868	2.25%	12	$16,532.59	$198,391	2.25%	12	$100,385.12	$1,204,621	1.50%					12	$138,323.41	$1,659,881
6	7/1/05	1/31/06	7	$21,887.32			7	$16,904.57			7	$101,890.90	$713,236						7	$140,682.80	
6	2/1/06	6/30/06	5	$21,887.32			5	$16,904.57			5	$101,890.90	$509,455		5	$62,500.00			5	$203,182.80	
6					$262,648	2.25%			$202,855	2.25%			$1,222,691	1.50%			$312,500				$2,000,694
7	7/1/06	6/30/07	12	$22,380.00	$268,560	2.25%	12	$17,285.00	$207,420	2.25%	12	$103,419.26	$1,241,031	1.50%	12	$63,151.00	$757,812	1.04%	12	$206,235.26	$2,474,823
8	7/1/07	6/30/08	12	$22,884.00	$274,608	2.25%	12	$17,674.00	$212,088	2.25%	12	$104,970.55	$1,259,647	1.50%	12	$64,730.00	$776,760	2.50%	12	$210,258.55	$2,523,103
9	7/1/08	6/30/09	12	$23,399.00	$280,788	2.25%	12	$18,072.00	$216,864	2.25%	12	$106,545.11	$1,278,541	1.50%	12	$66,348.00	$796,176	2.50%	12	$214,364.11	$2,572,369
10	7/1/09	6/30/10	12	$23,925.00	$287,100	2.25%	12	$18,479.00	$221,748	2.25%	12	$108,143.29	$1,297,719	1.50%	12	$68,006.00	$816,072	2.50%	12	$218,553.29	$2,622,639
11	7/1/10	6/30/11	12	$24,463.00	$293,556	2.25%	12	$18,895.00	$226,740	2.25%	12	$109,765.44	$1,317,185	1.50%	12	$69,705.00	$836,460	2.50%	12	$222,828.44	$2,673,941
12	7/1/11	6/30/12	12	$25,013.00	$300,156	2.25%	12	$19,320.00	$231,840	2.25%	12	$111,411.92	$1,336,943	1.50%	12	$71,446.00	$857,352	2.50%	12	$227,190.92	$2,726,291
13	7/1/12	6/30/13	12	$25,576.00	$306,912	2.25%	12	$19,755.00	$237,060	2.25%	12	$113,083.10	$1,356,997	1.50%	12	$73,230.00	$878,760	2.50%	12	$231,644.10	$2,779,729
14	7/1/13	6/30/14	12	$26,151.00	$313,812	2.25%	12	$20,199.00	$242,388	2.25%	12	$115,910.18	$1,390,922	2.50%	12	$75,059.00	$900,708	2.50%	12	$237,319.18	$2,847,830
15	7/1/14	6/30/15	12	$26,739.00	$320,868	2.25%	12	$20,653.00	$247,836	2.25%	12	$118,807.93	$1,425,695	2.50%	12	$76,935.00	$923,220	2.50%	12	$243,134.93	$2,917,619

LANDLORD: Ryan Family, L.L.C.
a Nebraska limited liability company

By _____
Name: Wayne L. Ryan
Title: General Partner

TENANT: Streck, Inc.
a Nebraska corporation

By _____
Name: Wayne L. Ryan
Title: Chairman and CEO

KUTAK ROCK LLP
THE OMAHA BUILDING
1650 FARNAM STREET
OMAHA, NE 68102-2186
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RICHMOND
SCOTTSDALE
WASHINGTON
WICHITA

BUCK HEIM
buck.heim@kutakrock.com
(402) 231-8783

November 25, 2014

VIA FEDEX

Ryan Family, L.L.C.
606 South 187th Circle
Omaha, NE 68130
Attn: Dr. Wayne L. Ryan

Ryan Family, L.L.C.
10923 Emiline Street
Omaha, NE 68138
Attn.: Ms. Constance Ryan

Re: Lease With Purchase Option, dated as of December 15, 1999, as amended, between Ryan Family, L.L.C. (f/k/a Ryan Family Partnership, Ltd.) and Streck, Inc. (f/k/a Streck Laboratories, Inc.) (the "Lease")

Dear Dr. Ryan and Ms. Ryan:

As counsel for Streck, Inc. ("Streck"), we are delivering this letter to you, in your capacities as the Managers of Ryan Family, L.L.C. ("Ryan LLC"), to inform you that it is currently Streck's desire to exercise the Option (capitalized terms not defined herein shall be as defined in the Lease) in accordance with Article XXV of the Lease. In that regard, the parties will be required to establish the Fair Market Value of the Premises in order to determine the Option Price. Although the Lease sets forth a mechanism by which Fair Market Value is to be determined, the recent valuation process conducted by the parties pursuant to the attached Memorandum of Understanding ("MOU"), through which three separate appraisals were obtained, appears to satisfy the intent of the parties under the Lease in establishing Fair Market Value. As you are aware, the appraisals obtained through the MOU valuation process were as follows:

Appraisal	Appraised Value
CBRE (obtained by Streck)	$21,000,000
Mitchell & Associates (obtained by Ryan LLC)	$16,900,000
Valuation Services (obtained jointly per terms of MOU)	$24,500,000

Pursuant to the terms of the MOU, the two appraisals with the closest valuations were averaged, establishing the fair market value of the Premises at $22,750,000. While Streck is willing to proceed with

4821-4564-0736.2

EXHIBIT
B

the process to determine Fair Market Value set forth in the Lease, doing so is not likely to result in a material change in the earlier valuation outcome and would thus only result in both parties unnecessarily incurring additional time and expense. In that regard, if Streck exercises the Option, it would be willing to agree to an Option Price of $22,750,000, contingent upon Ryan LLC agreeing to such Option Price in writing on or before December 15, 2014. Thereafter, upon Streck's exercise of the Option, Streck would purchase the Premises for the agreed-upon Option Price subject to and in accordance with Article XXV of the Lease. Streck would continue paying rent under the current Lease terms during the period between Streck's exercise of the Option and the closing of the purchase and sale of the Premises.

Notwithstanding Streck's current desire to exercise the Option, Streck reserves the right to extend the Term of the Lease in accordance with its terms, in which case Monthly Base Rent during the extended Term would be at the "prevailing rate," as determined in accordance with Section 3.02 of the Lease.

If Ryan LLC is interested in establishing the Option Price at this time as described above, please let us know. In addition, if you would like to have further discussions regarding these matters, please provide us with the name of Ryan LLC's legal counsel and we will follow up.

Sincerely,

Buck Heim

January 30, 2015

VIA EMAIL AND CERTIFIED MAIL

Ms. Constance Ryan, Chairman
Board of Directors, CEO, and President
Streck, Inc.
7002 S. 109th Street
Omaha, NE 68128

Re: Streck, Inc.'s Breach of Lease with Purchase Option dated December 15, 1999, as amended

Dear Ms. Ryan:

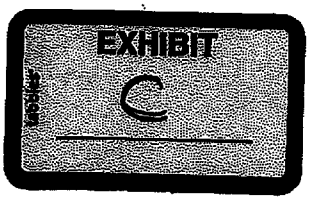
In my capacity as Manager of the Ryan Family L.L.C., formerly known as the "Ryan Family Partnership, Ltd." (the "RFLLC" or "Landlord"), I write regarding the Lease With Purchase Option dated December 15, 1999, as amended, between the RFLLC and Streck, Inc., formerly known as "Streck Laboratories, Inc." ("Streck" or "Tenant"), hereinafter referred to as the "Lease." As Ms. Constance Ryan has stated previously, her management positions and employment relationship with Streck present a serious conflict of interest relating to the Lease. Thus, I will be the RFLLC Manager handling the issues set forth in this letter. Additionally, because of Ms. Ryan's stated conflict, I will also retain counsel on behalf of the RFLLC and will inform you of counsel's name shortly.

In the meantime, and as I am sure you are aware, Article XIV of the Lease, and more particularly, Section 14.01, details the Events of Default which "shall constitute a breach of [the] Lease by Tenant." Pursuant to Section 14.01:

> The occurrence of any one or more of the following events. . . shall constitute a breach of this Lease by Tenant...(e) if within ninety (90) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed . . . .

On October 30, 2014, a proceeding was commenced in the Sarpy County District Court against the Tenant pursuant to Nebraska statutes, laws, and regulations. *See Ryan, et al., v. Streck, Inc., et al.,* Case No. CI-14-1684. The relief sought in that proceeding includes, among other things, "the dissolution of Streck," and "the sale of" Streck. As of today's date, which is 90 days after its commencement, that proceeding has not been dismissed.

1606 South 187th Circle
Omaha, NE 68130
Phone: 402-333-3872
Fax: 402-502-0184



Thus, there is no question that, as of January 29, 2015, the Tenant is in breach of the Lease, as set forth in Section 14.01(e). As a result of the Tenant's breach, and in accordance with Section 14.02, the RFLLC may now elect one or more remedies, including termination of the Lease, termination of the Tenant's right to possession of the premises (even without termination of the Lease), acceleration of the rent through expiration of the original term, reletting of the premises, and other actions under the Lease and under the applicable law.

At this time, even though the Tenant is in clear breach of the Lease as detailed above, the RFLLC is willing to resolve the issues in relation to Streck's breach of the Lease amicably and with minimal cost and disruption to either party. To this end, the RFLLC is willing to enter into a new long-term lease with Streck, as set forth in the enclosed.

Notwithstanding this current potential resolution, the RFLLC reserves the right to exercise any remedy, as set forth in Section 14.02 or otherwise available under the applicable law. In accordance with Article XVIII of the Lease, nothing in this letter constitutes a waiver of the RFLLC's right to exercise its available remedies.

Please contact me no later than Friday, February 13, 2015, regarding Streck's willingness to resolve the above issues through execution of a new Lease. In the event that Streck does not contact me by this date, the RFLLC will take further action to exercise its rights and remedies under the Lease and the applicable law.

Sincerely,

Wayne Ryan

Wayne Ryan
Manager, Ryan Family, L.L.C.

CC: Members, Streck, Inc. Board of Directors
Members, Ryan Family, L.L.C.

This was emailed to Dr. Wayne Ryan 2-6-2015 5:16PM

February 6, 2015

Wayne Ryan, PhD
1606 S. 187th Circle
Omaha, NE 68130

Wayne,

As you know, you and I are co-managers of the Ryan Family, LLC, and you lack authority to make unilateral decisions on behalf of the Company. I have been suggesting to you for many months that the Company needs to retain counsel to advise it with regard to Company matters like those mentioned in your letter. I am pleased to hear you agree with that assessment.

Please provide me with your recommendations for counsel, and I will do the same. If we can agree on counsel for the Company, we can collectively consider matters and dealings involving the Company subject to their analysis and advice.

With regards to the Company meeting you have called for on February 16, 2015, the Company is managed by the managers not the members. Until such time as we have agreed to legal counsel there is no need for a meeting. If you insist on a meeting my personal counsel will be present with me. And until we obtain independent counsel that represents the Company, I am in no position to make informed decisions on behalf of the Company.

I look forward to your recommendations for independent counsel for the Company.

Regards,

Connie Ryan

Connie Ryan
Managing Member Ryan Family LLC

EXHIBIT
D

KUTAK ROCK LLP
THE OMAHA BUILDING
1650 FARNAM STREET
OMAHA, NE 68102-2186
402-346-6000
FACSIMILE 402-346-1148
www.kutakrock.com

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OKLAHOMA CITY
OMAHA
PHILADELPHIA
RICHMOND
SCOTTSDALE
SPOKANE
WASHINGTON, D.C.
WICHITA

PAUL R. GWILT
paul.gwilt@kutakrock.com
(402) 346-6000

February 12, 2015

Michael J. Zdeb
Richard R. Winter
Michael A. Grill
Holland & Knight LLP
131 S. Dearborn St., 30th Fl.
Chicago, IL 60603

Marnie A. Jensen
Mark D. Hill
Husch Blackwell LLP
13330 California St., Ste. 200
Omaha, NE 68154

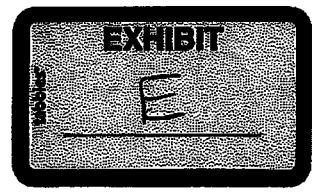
Re: *Dr. Wayne Ryan's January 30, 2015 Letter*

Dear Counsel:

This letter is in response to Dr. Wayne Ryan's letter of January 30, 2015, in which Dr. Ryan asserts that Streck, Inc. is in breach of Article XIV of the Lease With Purchase Option dated December 15, 1999, as amended ("Lease").[1] Dr. Ryan contends that the lawsuit he and his Trust initiated, *Ryan et al. v. Streck, Inc., et al.*, No. CI 14-1684 (District Court of Sarpy County) ("Action"), is an action for dissolution which has not been dismissed within ninety days. Because the Action is still pending, Dr. Ryan argues that Streck is in breach of Section 14.01(e) of the Lease. Dr. Ryan's assertion of breach is incorrect.

While it is true that Dr. Ryan filed a lawsuit seeking to dissolve Streck, Streck filed its Election to Purchase the shares of Streck owned by Dr. Ryan's Trust on January 19, 2015, fewer than ninety days after the Action was filed. Pursuant to Neb. Rev. Stat. §§ 21-20,163(4) and 21-20,166, Streck's election to purchase the shares owned by Dr. Ryan's Trust removes the

[1] As an initial matter, this letter does not constitute acceptance or agreement that Dr. Ryan's January 30, 2015 letter is a valid exercise of his position as a Manager of the Ryan Family, LLC or that Dr. Ryan is authorized to make demands on behalf of Ryan Family, LLC without the agreement and participation of the other Manager of Ryan Family, LLC. Streck reserves all rights to challenge and/or contest any demand which is not authorized under the Operating Agreement of Ryan Family, LLC.



possibility of dissolution of Streck. Instead, the sole issue remaining before the Court is a determination of the fair value of Dr. Ryan's Trust's shares as of October 29, 2014. Because the Action no longer seeks the dissolution of Streck, Streck is not in breach of the Lease.

We also note that the position Dr. Ryan asserts in his January 30, 2015 letter is contrary to his prior statements regarding the claims Dr. Ryan and his Trust have asserted against Streck. You and Dr. Ryan have repeatedly characterized Streck as a "nominal party" to the Action. Streck disputes that any claims asserted against it as a "nominal party" are sufficient to trigger a breach of the Lease. Section 14.01(e) of the Lease is clearly intended to protect Ryan Family, LLC in the event that Streck is insolvent or unable to continue making the required rent payments or otherwise perform its obligations under the Lease. As Dr. Ryan should be well aware, there is no danger of that occurring. Moreover, the sole business purpose of Ryan Family, LLC is to provide a facility from which Streck may conduct its business. Dr. Ryan is now asserting an alleged default that he caused in an attempt to defeat that clear purpose, under circumstances where there is no legitimate risk to Ryan Family, LLC. We can only believe that this is being done to leverage more advantageous lease terms than those previously agreed upon by Streck and Ryan Family, LLC and to further Dr. Ryan's position in the Action, rather than to protect the interests of Ryan Family, LLC against any genuine concern of impending harm which may result from the Action that Dr. Ryan and his Trust filed against Streck.

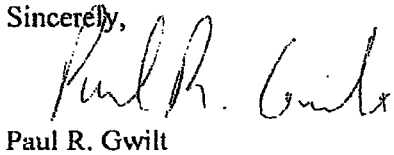
Finally, Dr. Ryan and his Trust filed the Action against Streck when Dr. Ryan owed a fiduciary duty to Streck. As a fiduciary, Dr. Ryan owed Streck a duty to act with the utmost loyalty, care, diligence and objectivity, and not to engage in deception, deceit or self-dealing. Dr. Ryan makes clear in his January 30, 2015 letter that he has believed for a significant period of time, albeit incorrectly, that the Action would cause Streck to be in breach of its obligations under the Lease as of January 30, 2015. Yet, Dr. Ryan failed to inform Streck of his concerns even though he was a director and owed Streck his loyalty and care. Instead, Dr. Ryan resigned his position as a director on January 29, 2015 without providing any notice to Streck of the purported breach and, the day immediately following his resignation, attempted to take advantage of the purported breach. Dr. Ryan's actions are inconsistent with Nebraska law establishing the fiduciary duties he owed to Streck.

We appreciate Dr. Ryan's offer to work through these issues "amicably;" however, Streck disputes that there is anything to resolve at this time. Streck is not in breach of the Lease, and accordingly, Ryan Family, LLC has no right to seek any remedies under the Lease or force Streck to agree to the Amended and Restated Lease with Purchase Option provided in Dr. Ryan's January 30, 2015 letter.

In light of Dr. Ryan's apparent concern that the Action increases the risk of Streck being unable to fulfill its obligations under the Lease, Streck reiterates its position set forth in the November 25, 2014 letter from Mr. Heim, on behalf of Streck, to Ryan Family, LLC. Streck is willing to agree to accelerate the Option Period under the Lease and exercise its Option at any time

utilizing either the valuation process set out in Article XXV of the Lease or the process agreed upon and carried out by the parties under their April 21, 2014 Memorandum of Understanding. To the extent Ryan Family, LLC is truly concerned that the Action increases its risk under the Lease, acceleration of the Option Period and Streck's intended purchase of the property would eliminate that risk.

Sincerely,



Paul R. Gwilt

njj

cc: Larry E. Welch, Jr., Esq.
Board of Directors of Streck, Inc.

Streck

July 1, 2015

VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Ryan Family, L.L.C. (as successor-in-interest to Ryan Family Partnership, Ltd.)
10923 Emilene Street
Omaha, NE 68138

EXERCISE NOTICE

Re: Lease with Purchase Option, dated as of December 15, 1999, as amended (the "Lease"), by and between Ryan Family, L.L.C. (successor-in-interest to Ryan Family Partnership, Ltd.) and Streck, Inc. (f/k/a Streck Laboratories, Inc.) (capitalized terms not expressly defined in this letter are as defined in the Lease)

Ladies and Gentlemen:

As you are aware, the Term of the Lease expired pursuant to its terms effective June 30, 2015. In that regard, Streck, Inc. ("Streck") hereby elects to exercise the Option pursuant to Section 25.01(b) of the Lease and this letter constitutes Streck's Exercise Notice in accordance with the terms thereof. In connection with Streck's exercise of the Option, please deliver Landlord's estimate of the Option Price to the undersigned within 30 days after the date of this Exercise Notice pursuant to Section 25(g) of the Lease.

Sincerely,

Streck, Inc.

By: _____
Name: Mike Morgan
Title: Chief Financial Officer

cc: Ryan Family, L.L.C.
1606 South 187th Circle
Omaha, NE 68130
Attn: Dr. Wayne L. Ryan, Manager

Ryan Family, L.L.C.
7002 South 109th Street
Omaha, NE 68128
Attn: Ms. Constance Ryan, Manager

7002 South 109th Street • Omaha, NE 68128 • 800-843-0912
4830-8558-46 FAX Customer Service 402-333-6017 • STATS® 402-333-7874 • Sales 402-333-4094
www.streck.com

Exhibit B

EXHIBIT

7009 1680 0001 6447 2352

Ryan Family LLC
10923 Emeline St.
Omaha, NE 68138

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ryan Family LLC
10923 Emeline St.
Omaha, NE 68138

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) 7009 1680 0001 6447 2352

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7002 2680 0001 6447 2238

OFFICIAL USE

Postage $

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Postmark Here

Total Postage & Fees $

Ryan Family LLC Attn: Connie Ryan
7002 S. 109th St.
LaVista, NE 68130

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ryan Family LLC
7002 S. 109th St.
Omaha, NE 68128

Constance Ryan, Manager

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) 7002 2680 0001 6447 2238

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7009 1680 0001 6447 2245

Ryan Family LLC - Wayne Ryan
1606 S. 187th Circle
Omaha, NE 68130

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ryan Family LLC
1606 S. 187th Circle
Omaha, NE 68130
Attn: Wayne Ryan, Manager

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) 7009 1680 0001 6447 2245

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ryan Family LLC
16006 S. 187th Circle
Omaha, NE 68130
Attn: Wayne Ryan, Manager

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Patty Alvarado
☐ Agent
☐ Addressee

B. Received by (Printed Name) Patty Alvarado
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number
(Transfer from service label) 7009 1680 0001 6447 2245

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540