

IN THE COUNTY COURT OF WASHINGTON COUNTY, NEBRASKA

HAYDEN PLACE SHOPS, LLC,	:	Case No. CI 17-__
	:	
Plaintiff,	:	
	:	
v.	:	COMPLAINT
	:	(Forcible Entry and Detainer)
RONALD J. NICHOLS and NICHRON,	:	
LLC,	:	
	:	
Defendants.	:	
	:	

COMES NOW the Plaintiff, Hayden Place Shops LLC, by and through its authorized agent and manager, Lamb Real Estate, as well as its attorney, Shane J. Placek, and alleges and shows the Court as follows:

FIRST CAUSE OF ACTION - FORCIBLE ENTRY AND DETAINER

1. That Plaintiff is the owner of commercial real property and improvements located at 2100 South 20th St., Blair, Washington County, Nebraska; that Nichron LLC d/b/a Anytime Fitness is the only authorized lessee of said premises under a written commercial lease (hereinafter "Lease") a copy of which is attached hereto as Ex. A and incorporated herein by this reference;
2. That pursuant to Sec. 2.01 of the Lease, the base rent for said premises is \$4,998.88 / month through the 4th year of the renewal period, at which time the base rent increases to \$5,171.25 / month and continuing through the remainder of the Lease;
3. In addition to the base rent obligation, the Defendants are obligated to pay their proportionate share of common area maintenance (§ 9.01 of Ex. A) and real property taxes and insurance premiums (§ 12.02 of Ex. A) (hereinafter collectively "NNN charges");
4. That the aforementioned base rent and NNN charges are payable on or before the first (1st) day of each month; that Plaintiff demanded that Defendants abide by the terms of the rental agreement;
5. That Defendants neglected and failed to comply with Plaintiff's demands and notices by failing to pay rent for October, 2017 in the amount of \$4,998.88 and NNN charges

in the additional amount of \$1,332.51;

6. On October 6, 2017 and October 25, 2017, Plaintiff delivered to Defendants a written notice of default, a signed copy of said notice is attached hereto as Ex. B and incorporated herein by reference. Subsequent to the aforementioned Notice, Defendants failed to pay the rent and NNN charges due and failed to return possession of the premises to the Plaintiff; that continued possession of the premises is unlawful; and,
7. That Defendants willfully failed to comply with the requirements of the Lease and willfully and deliberately held-over after notice of default and non-payment of rent.

SECOND CAUSE OF ACTION - DAMAGES / BREACH OF CONTRACT

8. Paras. 1 through 7 of the First Cause of Action, *supra*, are incorporated herein by this reference as if fully set forth below;
9. The Lease was executed by Defendant Ronald J. Nichols o/b/o Nichron LLC, a Nebraska limited liability company;
10. The Lease incorporated a personal guaranty executed by Ronald J. Nichols in his individual capacity;
11. That Defendants neglected and failed to comply with Plaintiff's demands and notices by failing to pay rent and NNN charges in various amounts from the date the Lease's commencement and continuing thereafter thereby breaching the Defendants' obligations under the Lease;
12. That as of November 1, 2017, the Defendants owe the Plaintiff \$12,687.78 pursuant to their joint and several Lease obligations as indicated on the attached ledger marked as Ex. C and incorporated herein as if fully set forth; and,
13. That to Plaintiff's knowledge and belief, the premises may be in a condition not resulting from reasonable and ordinary wear and tear and that the premises will require cleaning and repairs, for which such costs will exceed the security deposit, if any. That as a result of Defendants' failure to comply with the Lease, Plaintiff will have to expend sums of money, yet to be determined for advertising, commissions, expenses, and other costs to which Plaintiff may be entitled in order to mitigate its

damages and release the premises.

WHEREFORE, Plaintiff prays for judgment against the Defendants, jointly and severally, as follows:

FIRST CAUSE OF ACTION:

- A. For immediate restitution of premises; and for the costs of the suit, including a reasonable attorney's fee; and,

SECOND CAUSE OF ACTION:

- B. For the total sum of \$12,687.78 and the additional amount of rent that accrues until the date of restitution and releasing of the premises; damages which may be proved at trial including but not limited to costs of mitigation; and, Plaintiff's costs.

DATED this 1st day of November, 2017.

HAYDEN PLACE SHOPS, LLC, Plaintiff

By:



Mark Lamb, President of Lamb Real Estate

Its:

Manager

By:



Shane J. Placek, #22780

SIDNERLAW

340 E. Military Ave., Ste. 1

Fremont, NE 68025

p (402) 721-7111

Attorney For Plaintiff

STANDARD SHOPPING CENTER LEASE
HAYDEN PLACE SHOPS, L.L.C.
A NEBRASKA LIMITED LIABILITY COMPANY

TENANT: Nichron, LLC dba Anytime Fitness
DATE: September 22, 2008

\\Project\Hayden Place - NE\Leasing\Anytime Fitness\Hayden Place - Anytime Fitness 09-22-2008.doc
September 22, 2008



INDEX TO SHOPPING CENTER LEASE

ARTICLE I -- GRANT AND TERM

- Section 1.01 Leased Premises
- Section 1.02 Use of Additional Areas
- Section 1.03 Commencement and Ending Date of Term
- Section 1.04 Lease Year Defined
- Section 1.05 Failure of Tenant to Open
- Section 1.06 Excuse of Owner's Performance

ARTICLE II -- RENT

- Section 2.01 Minimum Rent
- Section 2.02 Percentage Rent
- Section 2.03 Gross Receipts
- Section 2.04 Real Estate Taxes
- Section 2.05 Additional Rent
- Section 2.06 Past Due Rent and Additional Rent

ARTICLE III -- RECORDS AND BOOKS OF ACCOUNT

- Section 3.01 Tenant's Records
- Section 3.02 Reports by Tenant

ARTICLE IV -- AUDIT

- Section 4.01 Right to Examine Books
- Section 4.02 Audit

ARTICLE V -- CONSTRUCTION, ALTERATION, RELOCATION AND FINANCING OF IMPROVEMENTS AND ADDITIONS THERETO

- Section 5.01 Owner's Obligation
- Section 5.02 Parking Facilities
- Section 5.03 Changes and Additions to Buildings
- Section 5.04 Financing
- Section 5.05 Right to Relocate

ARTICLE VI -- CONDUCT OF BUSINESS BY TENANT

- Section 6.01 Use of Premises
- Section 6.02 Operation of Business
- Section 6.03 Storage, Office Space

ARTICLE VIII -- OPERATION OF CONCESSIONS

- Section 7.01 Consent of Owner

ARTICLE VIII -- PARKING AND COMMON USE AREAS AND FACILITIES

- Section 8.01 Control of Common Areas by Owner

ARTICLE IX -- COST OF MAINTENANCE OF COMMON AREAS

- Section 9.01 Tenant to Bear Pro Rata Share of Expenses

ARTICLE X -- SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

- Section 10.01 Installation by Tenant
- Section 10.02 Removal and Restoration by Tenant
- Section 10.03 Tenant Shall Discharge all Liens
- Section 10.04 Signs, Awnings, and Canopies
- Section 10.05 Roof Maintenance

ARTICLE XI -- MAINTENANCE OF LEASED PREMISES

- Section 11.01 Maintenance by Tenant
- Section 11.02 Surrender of Premises
- Section 11.03 Access for Repair
- Section 11.04 Access for Inspection
- Section 11.05 Rules and Regulations

ARTICLE XIII -- INSURANCE AND INDEMNITY

- Section 12.01 Liability Insurance
- Section 12.02 Tenant to Bear ProRata Share of Expense
- Section 12.03 Indemnification of Owner & Tenant
- Section 12.04 Plate Glass

Section 12.05	Inventory Insurance
ARTICLE XIII -- UTILITIES	
Section 13.01	Utility Charges
ARTICLE XIV -- OFFSET STATEMENT, ATTORNNMENT, SUBORDINATION	
Section 14.01	Offset Statement
Section 14.02	Subordination
Section 14.03	Attornment
ARTICLE XV -- ASSIGNMENT AND SUBLETTING	
Section 15.01	Consent Required
Section 15.02	Corporate Ownership
ARTICLE XVI -- WASTE, GOVERNMENTAL REGULATIONS	
Section 16.01	Waste or Nuisance
Section 16.02	Governmental Regulations
ARTICLE XVII -- TENANT NAME & SOLICITATION	
Section 17.01	Change of Name
Section 17.02	Solicitation of Business
ARTICLE XVIII -- DESTRUCTION OF LEASED PREMISES	
Section 18.01	Total or Partial Destruction
Section 18.02	Partial Destruction of Shopping Center
ARTICLE XIX -- EMINENT DOMAIN	
Section 19.01	Total and Partial Condemnation of Leased Premises
Section 19.02	Tenants Damage
Section 19.03	Owner's Damage
ARTICLE XX -- DEFAULT OF THE TENANT	
Section 20.01	Right to Re-Enter
Section 20.02	Right to Relet
Section 20.03	Legal Expenses
ARTICLE XXI -- TENANT'S PROPERTY	
Section 21.01	Taxes on Leasehold
Section 21.02	Anti-Subrogation
Section 21.03	Notice by Tenant
ARTICLE XXIII -- HOLDING OVER	
Section 22.01	Holding Over
Section 22.02	Successors
ARTICLE XXIII -- QUIET ENJOYMENT	
Section 23.01	Owner's Covenant
ARTICLE XXIV -- MISCELLANEOUS	
Section 24.01	Waiver
Section 24.02	Accord & Satisfaction
Section 24.03	Entire Agreement
Section 24.04	No Partnership
Section 24.05	Other Tenants
Section 24.06	Force Majeure
Section 24.07	Notices
Section 24.08	Captions and Section Numbers
Section 24.09	Tenant Defined, use of Pronoun
Section 24.10	Broker's Commission
Section 24.11	Partial Invalidity
Section 24.12	No Option
Section 24.13	Recording
Section 24.14	Exhibit "B"
Section 24.15	Rider
Section 24.16	Exhibits

THIS INDENTURE OF LEASE, made on the ___ day of ~~September~~, 2008, by **HAYDEN PLACE SHOPS, L.L.C.**, a Nebraska limited liability company, hereinafter called "**OWNER**" and, ~~Nichron, LLC dba Anytime Fitness~~ hereinafter called "**TENANT**".

WITNESETH:

Article I

GRANT AND TERM

SECTION 1.01 Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, the Owner demises and leases to the Tenant, and Tenant rents from Owner, those certain premises at Hayden Place, more particularly described on Exhibit "C", hereinafter called the "Shopping Center", in Blair, Washington County, Nebraska, which premises consists of a fitness center having exterior measurements of approximately 20 feet in width and 60 feet in depth and containing an area of approximately 4132 square feet, here'n called the "leased premises". The boundaries and location of the leased premises are outlined in red on the site plan of the Shopping Center, which is marked Exhibit "A", attached hereto and by specific reference made a part hereof.

SECTION 1.02 Use of Additional Areas.

The use and occupation by the Tenant of the leased premises shall include the use in common with others entitled thereto of the common areas, employee's parking areas, service roads, loading facilities, sidewalks and customer car parking areas, shown and depicted on Exhibit "A", and other facilities as may be designated from time to time by the Owner, subject however, to the terms and conditions of this agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Owner.

SECTION 1.03 Commencement and Ending Date of Term.

The term of this lease and Tenant's obligation to pay rent hereunder shall commence upon (a) the date ninety (90) days after the day Owner, or Owner's supervising architect, notifies Tenant in writing that the leased premises are ready for occupancy; or (b) the date on which Tenant shall open the leased premises for business to the public, whichever of said dates shall first occur. The term of this lease shall end on the last day of the sixty-third (63rd) consecutive month as said term "lease year" is hereinafter defined. On or before the aforesaid commencement of the lease term, Tenant shall, and hereby covenants to, accept the leased premises and acknowledge such acceptance in writing, in form acceptable to Owner, if requested.

SECTION 1.04 Lease Year Defined.

The term "lease year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first lease year shall begin on the date of commencement of the term hereof if the date of commencement of the term hereof shall occur on the first day of a calendar month; if not, then the first lease year shall commence upon the first day of the calendar month next following the date of commencement of the term hereof. Each succeeding lease year shall commence upon the anniversary date of the first lease year.

SECTION 1.05 Failure of Tenant to Open.

In the event that the Owner notifies the Tenant that the leased premises are ready for occupancy as herein defined and the Tenant fails to take possession and to open the leased premises for business fully fitured, stocked and staffed within the time herein provided, then the Owner shall have in addition to any and all remedies here'n provided the right at its option to collect the minimum rent herein provided.

SECTION 1.06 Excuse of Owner's Performance.

Anything in this agreement to the contrary notwithstanding, providing such cause is not due to the willful act or neglect of Owner, the Owner shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strikes, lockouts, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, or service, through Act of God or other cause beyond the control of the Owner.

ARTICLE II

RENT

SECTION 2.01 Minimum Rent.

Tenant agrees to pay to Owner at the office of Owner, or at such other place designated by Owner, without any prior demand therefore and without any deduction or set-off whatsoever, and as fixed minimum rent:

- (a) the sum of \$4,654.13 in advance upon the first day of each calendar month of each lease year (the first through the second lease year inclusive); and
- (b) the sum of \$4,826.50 in advance upon the first day of each calendar month of each lease year (the third through the fifth lease year inclusive).

If the term shall commence upon a day other than the first day of a calendar month, then Tenant shall pay, upon the commencement date of the term, a pro-rata portion of the fixed monthly rent described in the foregoing clause (a) prorated on a per diem basis with respect to the fractional calendar month preceding the commencement of the first lease year hereof.

SECTION 2.02 Percentage Rent. (This Section has been intentionally deleted.)

SECTION 2.03 Gross Receipts Defined. (This Section has been intentionally deleted.)

SECTION 2.04 Real Estate Taxes and Assessments.

Owner will pay in the first instance all real property taxes which may be assessed or levied by any lawful authority against the land and improvements of the Shopping Center. Beginning at the commencement of the term hereof, Tenant shall reimburse Owner, as additional rent, Tenant's prorata share of said real property taxes assessed against both land and improvements of the Shopping Center. Tenant's prorata share shall be determined and computed by multiplying such total by a fraction, the numerator of which shall be the square feet of the leased premises and the denominator of which shall be the gross leasable area of the Shopping Center. The additional rent provided for in this Section 2.04 shall be paid in equal monthly installments, in advance (as the same may be subsequently increased or decreased). If the amount of such monthly payment paid by Tenant exceeds the actual amount thereafter due, the overpayment shall be credited on Tenant's next succeeding payment period. If the amount of such monthly payment paid by Tenant shall be less than the actual amount due, Tenant shall pay to Owner the difference between the amount paid by Tenant and the actual amount due, within ten (10) days after written demand from Owner. If on the first day of the month in question, the amount of real estate taxes payable during the then current tax year shall not have been determined by the taxing authority, the payment due hereunder this Section 2.04 shall be estimated by Owner based upon the amount paid for the immediately preceding tax year or based upon Owner's knowledge of current assessment values. A tax statement submitted by Owner to Tenant shall be sufficient evidence of the amount of taxes assessed or levied against the parcel or real property to which such adjustment billing relates. Tenant's obligation hereunder shall survive the expiration of the lease term.

In addition to the real estate tax reimbursement as above provided, Tenant shall pay to Owner within thirty (30) days after the same shall be payable by Owner and as additional rent for the lease year in which the same shall be so payable, a proportionate amount, as determined hereinabove this Section 2.04, of any special assessment or installment thereof for public betterments or improvements which may be levied upon the Shopping Center. Owner shall take the benefit of the provisions of any statute or ordinance permitting any such assessment to be paid over a period of time, and Tenant shall be obligated to pay only the prorated amount of the installments of any such assessments which shall become due and payable each lease year during the term of this lease. **PROVIDED HOWEVER**, in no event shall Tenant's proportionate amount for such annual installments of special assessments be greater than fifty (50) cents per square foot of the leased premise in any one lease year period.

SECTION 2.05 Additional Rent.

The Tenant shall pay as additional rent any money required to be paid pursuant to Sections 2.04, 9.01, 12.02 and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "Additional Rent." If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectable as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment hereunder, or limit any other remedy of the Owners.

SECTION 2.06 Past Due Rent and Additional Rent.

If Tenant shall fail to pay, when the same is due and payable, any rent or any additional rent, including both minimum and percentage rents, or amounts or charges of the character described in Section 2.05 hereof, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the maximum rate permissible by state law. Should Tenant fail to pay Owner the minimum and additional rental described hereinabove by the 5th day of each calendar month, Tenant shall pay as a late charge fee the amount equal to five percent (5%) of the amount which is due and payable to Owner. Acceptance of such late charges by Owner shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Owner from exercising any of the other rights and remedies granted hereunder.

ARTICLE III

RECORDS AND BOOKS OF ACCOUNT

SECTION 3.01 Tenant's Records. (This Section has been intentionally deleted.)
SECTION 3.02 Reports by Tenant. (This section has been intentionally deleted.)

ARTICLE IV

AUDIT

SECTION 4.01 Right to Examine Books. (This Section has been Intentionally deleted.)
SECTION 4.02 Audit. (This Section has been Intentionally deleted.)

ARTICLE V

CONSTRUCTION, ALTERATION, RELOCATION AND FINANCING IMPROVEMENTS AND ADDITIONS THERETO

SECTION 5.01 Owner's Obligation.

Owner shall at its cost and expense construct the leased premises for Tenant's use and occupancy in accordance with plans and specifications prepared by Owner or Owner's architect, incorporating in such construction all items specifically enumerated in said Exhibit "B" attached hereto and made a part hereof. Tenant shall construct Tenant's improvements of signage in accordance with Tenant's plans and specifications and in accordance with Exhibit "B" of this Lease. Any work in addition to any of the items specifically enumerated in said Exhibit "B" shall be performed by the Tenant at its own cost and expense unless otherwise provided hereinafter.

SECTION 5.02 Parking Facilities.

The Owner shall construct upon the Shopping Center site at its own cost, access roads, footways and parking lots or facilities as shown on Exhibit "A".

SECTION 5.03 Changes and Additions to Buildings.

Owner hereby reserves the right at any time to make alterations or additions to and to build additional stories on the building in which the premises are contained and to build adjoining the same. Owner also reserves the right to construct other building or improvements in the Shopping Center from time to time and to make alterations thereof or additions thereto and to build additional stories on any such building or buildings and to build adjoining same and to construct double-deck or elevated parking facilities so long as parking space does not decrease by more than fifteen percent (15%) of the current spaces.

SECTION 5.04 Financing.

The Owner shall not be obligated to proceed with the construction of the leased premises unless and until financing acceptable to Owner is obtained. Should such financing not be obtainable, Owner may so notify Tenant in writing, and this lease shall thereupon cease and terminate and each of the parties hereto shall be released and discharged from any and all liability and responsibility hereunder. If Owner can obtain financing only upon the basis of modifications of the terms and provisions of this lease, the Owner shall have the right to cancel this lease, if the Tenant refused to approve in writing any such modification within thirty (30) days after Owner's request therefore, which request may not be made after delivery of possession. If such right to cancel is exercised, this lease shall thereafter be null and void, any money or security deposited hereunder shall be turned to Tenant, and neither party shall have liability to the other by reason of such cancellation.

SECTION 5.05 Right to Relocate.

The purpose of the site plan attached hereto as Exhibit "A" is to show the approximate location of the leased premises. Owner reserves the right at any time to relocate the various buildings, automotive parking areas, and other common areas shown on said site plan.

ARTICLE VI

CONDUCT OF BUSINESS BY TENANT

SECTION 6.01 Use of Premises.

Tenant shall use the leased premises solely for the purpose of conducting the business of: **a 24 Hour/7 days a week fitness studio/boutique with tanning and message therapy.**

Tenant shall occupy the leased premises within ninety (90) days after the date provided for in Section 1.03 hereof, and shall conduct continuously in the leased premises the business above stated. Tenant will not use or permit, or suffer the use of, the leased premises for any other business or purpose. Tenant shall not conduct catalogue sales in or from the leased premises except of merchandise which Tenant is permitted to sell "over the counter" in or at the leased premises pursuant to the provisions of this Section 6.01. Tenant shall not conduct auction sales, fire sales, vacancy sales, or "going out of business" sales in or from the leased premises, nor shall Tenant use or permit the use of any vending machines outside the leased premises.

SECTION 6.02 (This Section has been intentionally deleted.)

SECTION 6.03 Storage, Office Space.

Tenant shall warehouse, store and/or stock in the leased premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the leased premises. This shall not preclude occasional emergency transfers of merchandise to the other stores of Tenant, if any, not located in the Shopping Center. Tenant shall use for office, clerical or other non-selling purposes only such space in the leased premises as is from time to time reasonably required for Tenant's business in the leased premises.

ARTICLE VIII

OPERATION OF CONCESSIONS

SECTION 7.01 Consent of Owner.

Tenant shall not permit any business to be operated in or from the leased premises by any concessionaire or licensee without the prior written consent of Owner which consent shall not be unreasonably withheld. In the event Owner does give such consent, each concession shall be subject to the terms and conditions of this Lease, including provisions for reports and audits; gross receipts from the operation of each concession shall be deemed part of the gross sales of Tenant for purposes of computing percentage rent; and a minimum of ninety-five percent (95%) of the sales floor area of the leased premises shall be directly operated by Tenant.

ARTICLE VIII

PARKING AND COMMON USE AREAS AND FACILITIES

SECTION 8.01 Control of Common Areas by Owner.

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Owner in or near the Shopping Center, including employee parking areas, the truck way or ways, loading docks, package pick-up stations, pedestrian sidewalks, and ramps, landscaped areas, exterior stairways, and other areas and improvements provided by Owner for the general use, in common, of tenants, their officers, agents, employees, and customers, shall at all times be subject to the exclusive control and management of Owner, and Owner shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this Article. Owner shall have the right to construct, maintain and operate lighting facilities on all said areas and improvements; to police the same; from time to time to change the area, level, location and arrangement of parking areas and other facilities hereinabove referred to; to restrict parking by Tenants, their officers, agents and employees to employee parking areas; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Owner's counsel be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities to said areas and improvements as, in the use of good business judgment, the Owner shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenants, their officers, agents, employees and customers. Owner will operate and maintain the common facilities referred to above in such manner as Owner, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Owner shall have the full right and authority to employ all personnel and to make all reasonable rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

ARTICLE IX

COST OF MAINTENANCE OF COMMON AREAS

SECTION 9.01 Tenant to Bear Pro Rata Share of Expense.

(a) In each lease year, Tenant will pay to Owner, in addition to the rentals specified in Article III hereof, as further additional rent, subject to the limitation hereinafter set forth, a proportion of the Shopping Center's operating cost, hereinafter defined, based upon the ratio of the square feet of the leased premises to the total square feet of all the building space leasable in the Shopping Center.

(b) For the purpose of this Section 9.01 the "Shopping Center's Operating Cost" means the total cost and expense incurred in operating and maintaining the common facilities, hereinafter defined actually used or available for use by

Tenant and the employees, agents, servants, customers, and other invitees of Tenant, excluding only items of expense commonly known and designated as carrying charges, but specifically including without limitation gardening and landscaping, fire protection charges, utilities including gas, water, sewer, electricity and Public authorities tax as it applies to said utilities, repairs, line painting, lighting, sanitary control, hydrants, marquee lease, removal of snow, trash, rubbish, garbage and other refuse, the cost of personnel to implement such services, to direct parking, and to police the common facilities (including Workman's Compensation, Liability, Benefits Unemployment Insurance and Social Security payments), the cost of supplies and utilities necessary to provide such services, and charges for administrative and professional services as performed for Owner by management or consulting companies specifically for the benefit of the Shopping Center. "Common Facilities" means all areas, space, equipment, and special services provided by Owner for the Common or joint use and benefit of the occupants of the Shopping Center, their employees, agents, servants, customers, and other invitees.

(c) In addition to the additional rent set forth 9.01(a), in each lease year, Tenant shall pay to Owner a proportion of the Shopping Centers Association Dues, provided Owner is required to participate in such organization, (which are defined as the Owner's obligation for the dues and other assessments set forth in the Easements, Covenants, and Restrictions and/or any other further documents set forth thereof) based upon the ratio of the square feet of the leased premises to the total square feet of all building square leasable in the shopping center.

(d) The additional rent provided to be paid in this Section 9.01 shall be paid in equal monthly installments, in advance (as the same may be subsequently increased or decreased). During the period for the first accounting period, Tenant shall pay Owner monthly, in advance, on the first day of each month, the sum in such amount as are billed to Tenant, by Owner, as an estimate of Tenant's proportionate share of such costs.

Within ninety (90) days following the end of the first accounting period and each subsequent accounting period, Owner shall furnish tenant a written statement covering the accounting period just expired, showing in reasonable detail a general breakdown of the total operating costs, the amount of Tenant's Common Area Charge for such accounting period and the payment made by Tenant with respect to such accounting period. If Tenant's Common Area Charge exceeds Tenant's payment with respect to such accounting period, Tenant shall pay Owner the deficiency within ten (10) days after the furnishing of said statement; and if said payment exceeds Tenant's Common Area Charge, Tenant shall be entitled to a credit for such excess against payments next thereafter to become due. Further, Owner's failure to provide such Common Area Charge statement within the time frame specified hereinabove shall in no way excuse Tenant from its obligation to pay its pro rata share of Common Area Charge or constitute a waiver of Owner's right to bill and collect such pro rata share of Common Area Charge from Tenant in accordance with this clause.

ARTICLE X

SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

SECTION 10.01 Installation by Tenant.

Unless otherwise provided hereinafter, Tenant shall fully equip the leased premises with all trade equipment, furniture, operating equipment, floor coverings and exterior signs. All such fixtures, signs, equipment, furniture and floor coverings shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixture, exterior sign, floor coverings, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Owner's written approval of Tenant's plans and specifications for such work at the time approval is sought.

SECTION 10.02 Removal and Restoration by Tenant.

All alterations, decorations, additions, and improvements made by Tenant or made by the Owner on the Tenant's behalf by agreement under this lease shall remain the property of the Tenant for the term of the Lease, or any extension or renewal thereof. Such alterations, decorations, and improvements shall not be removed from the premises prior to the end of the term hereof without prior consent in writing from the Owner. Upon expiration of this lease or any renewal term thereof, Tenant shall remove all such alterations, decorations, additions, and improvements, as agreed upon with Owner, and restore the leased premises as provided in Section 11.02 hereof. If the Tenant fails to remove such alterations, decorations, additions, and improvements and restore the leased premises, then upon the expiration of this lease, or any renewal thereof, and upon the Tenant's removal from the premises, all such alterations, decorations, additions and improvements shall become the property of the Owner.

SECTION 10.03 Tenant shall Discharge all Liens.

Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the leased premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Owner. Failure to comply within the time herein specified shall constitute a default of lease.

SECTION 10.04 Signs, Awnings and Canopies.

Tenant will not place or suffer to be placed or maintained on any exterior door, wall or window of the leased premises any sign, awning, or canopy or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the leased premises without first obtaining Owner's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

SECTION 10.05 Roof Maintenance.

In event Tenant installs additional air conditioning, or other equipment on the roof, Tenant shall not violate the terms and conditions of any roofing bond and shall, if so determined, be liable for the maintenance of the roof above the leased premises.

ARTICLE XI

MAINTENANCE OF LEASED PREMISES

SECTION 11.01 Maintenance by Tenant.

Tenant agrees, at all times during the term hereof or any renewal thereof and at its own expense, to (a) maintain in good condition, and promptly and diligently repair or replace any damage to the leased premises (except as hereinafter provided in respect to Owner's obligations), including, without limitations, doors, door locks, door closers, plate glass and other glass installed therein, window moldings and casements, heating, ventilation and air conditioning (HVAC) equipment, plumbing, pipes, light tubes, bulbs and ballasts, electrical wiring, conduits, transformers and devices; (b) maintain and promptly and diligently repair, improve or reconstruct, the leased premises in order to meet the requirements from time to time of any governmental authority having jurisdiction thereof; and (c) maintain in good condition, and promptly and diligently repair any damage to (or replace if reasonably necessary in the circumstances), any trade fixtures installed in or attached to the leased premises; **PROVIDED HOWEVER**, that Owner shall be required to repair, restore, or reconstruct the building to correct damage thereto or destruction thereof caused by a casualty to the extent covered by standard fire and extended coverage insurance; provided further, that Owner shall maintain and repair the roof, marquee, exterior walls (except the interior faces, window glass, and doors), and other structural parts, including the structural floor (but excluding the floor coverings), and the fire sprinkler system of the leased premises. Tenant further agrees to paint the interior of the leased premises at such reasonably periodic times. Tenant further agrees that it will employ, at its own expense, a reputable firm which is engaged in the business of maintaining HVAC equipment and, to regularly inspect and maintain the HVAC equipment in good condition and in accordance with its original design performance. Owner shall assign to Tenant all manufacturer's equipment warranties as they apply to equipment installed within the leased premises.

SECTION 11.02 Surrender of Premises.

Upon any termination or expiration of this lease under any of the provisions of this Section, Tenant shall surrender the leased premises in the condition as the leased premises were after initial improvements had been completed by Owner and Tenant in accordance with Exhibit "B" and at the commencement date of Lease, reasonable wear and tear excepted, and damage by unavoidable casualty accepted, and shall surrender all keys for the leased premises to Owner at the place then fixed for the payment of rent and shall inform Owner of all combinations on locks, safes, and vaults, if any, in the leased premises. Tenant shall remove all its trade fixtures and any alterations or improvements as provided in Section 10.02 hereof, before surrendering the premises as aforesaid and shall repair any damage to the leased premises caused thereby. Tenant's obligation to observe or perform this covenant shall survive the expiration of this Lease.

SECTION 11.03 Access for Repair.

Owner shall be entitled, upon 24-hour prior written notice to Tenant (unless in the event of an emergency), to enter onto and upon the leased premises and shall have all rights as may enable it promptly, efficiently and economically to carry on work of repair, reconstruction, or restoration as to which it is obligated hereunder.

SECTION 11.04 Access for Inspection.

Tenant agrees to permit Owner and its authorized representatives to enter the leased premises at all reasonable times during usual business hours for the purpose of inspecting the same and exhibiting the same to prospective tenants, purchasers, or lenders. Tenant further covenants and agrees that Owner may go upon the leased premises and make any necessary repairs to the leased premises and perform any work therein which may be necessary to comply with any laws, ordinances, rules, or regulations of any public authority or of the Board of Fire Underwriters or of any similar body or that Owner may deem necessary to prevent waste or deterioration in connection with the leased premises if Tenant does not make or cause such repairs or work to be made or performed promptly after receipt of written demand from Owner. Nothing herein contained shall imply any duty on the part of Owner to do any such work which under any provision of this lease Tenant may be required to do, and Owner's doing such work shall not constitute a waiver of Tenant's default in failing to do the same. No exercise by Owner of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby or to any abatement of rent.

SECTION 11.05 Rules and Regulations.

The rules and regulations appended to this lease are hereby made a part of this lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this lease in the manner as if the same were contained herein as covenants. Owner reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the leased premises and the Shopping Center. Notice of such additional rules and regulations, and amendments, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all tenants of the Shopping Center.

ARTICLE XIII

INSURANCE AND INDEMNITY

SECTION 12.01 Liability Insurance.

Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises, and the business operated by Tenant and any subtenants of Tenant in the leased premises in which the limits of public liability shall be not less than \$2,000,000.00. The policy shall name Owner, any person, firms or corporations designated by Owner, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Owner ten (10) days prior written notice. The insurance shall be with an insurance company with an "A" credit rating and a copy of the policy or a certificate of insurance shall be delivered to Owner. Said policy or policies of public liability and property damage insurance shall likewise insure Tenant and Owner, as a named insured, against any and all claims and demands whether for injuries to persons or loss of life, or damage to property, arising out of acts or omissions by the Tenant or by any subtenants of Tenant or any of its licensees arising out of the use of the Common Facilities or Common Areas as defined in this lease.

SECTION 12.02 Tenant to Bear Pro Rata Share of Expense.

(a) Owner covenants that it will keep the leased premises and all buildings in said Shopping Center as shown on Exhibit "A" insured against loss or damage by fire and the hazards including earthquake and flood covered by the extended coverage endorsement of the standard fire insurance policy to at least ninety percent (90%) of the replacement value thereof and will furnish Tenant with certificates of such insurance upon request.

(b) In each lease year Tenant shall pay over to and reimburse Owner, in addition to the rentals as specified in Article III hereof, as future additional rent, a proportion of the premiums paid by Owner for and on account of fire and extended coverage policy or policies of insurance insuring the Shopping Center, including liability insurance, rental loss, and sign insurance. Tenant's proportionate share shall be determined by multiplying such total insurance premium or premiums by a fraction, the numerator of which shall be the square foot area of the leased premises, and the denominator of which shall be the gross leasable area of the Shopping Center.

(c) Any additional rent provided to be paid in this Section 12.02 shall be paid in equal monthly installments, in advance (as the same may be subsequently increased or decreased). During the period for the first accounting period, Tenant shall pay Owner monthly, in advance, on the first day of each month, the sum in such amount as are billed to Tenant, by Owner as an estimate of Tenant's proportionate share of such costs.

Within ninety (90) days following the end of the first accounting period and each subsequent accounting period, Owner shall furnish Tenant a written statement covering the accounting period just expired, a copy of Owner's insurance invoice, the amount of Tenant's proportion for such accounting period, and the payment made by Tenant with respect to such accounting period. If Tenant's proportion exceeds Tenant's payment with respect to such accounting period, Tenant shall pay Owner the deficiency within ten (10) days after the furnishing of said statement; and if said payment exceeds Tenant's proration, Tenant shall be entitled to a credit for such excess against payments next thereafter to become due.

SECTION 12.03 Indemnifications of Owner and Tenants.

Tenant and Owner will indemnify and save each other harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence, in, upon or at the leased premises or any part thereof, or the occupancy or use of the Common Facilities or Common Areas as defined in this lease, or occasioned wholly or in part by any act or omission of Tenant and Owner, their agents, contractors, employees, servants, lessees, or concessionaires. In case Owner shall, without fault on its part, be made a part to any litigation commenced by or against Tenant, then Tenant shall protect and hold Owner harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by Owner in connection with such litigation.

SECTION 12.04 Plate Glass.

Tenant shall replace, at the Tenant's expense, any and all plate and other glass damaged, cracked or broken from any cause whatsoever in and about the leased premises, unless such replacement is due to the negligence of Owner, its agents, employees, or subcontractors.

SECTION 12.05 Inventory, Fixture, Leasehold Improvement Insurance.

Tenant shall, during the entire term hereof, keep in full force and effect a policy insuring the inventory and stock in trade of Tenant against loss or damage whether by reason of fire, water, including sprinkler leakage, theft, vandalism, riot, breakage or any other cause. Tenant shall also during the entire term hereof, keep in full force and effect a policy or policies of insurance insuring the trade fixtures and equipment of Tenant as well as such items of leasehold improvements, alterations, or decor which Tenant may, during the term hereof, place in or upon or affix to the said leased premises. Tenant shall provide Owner, upon Owner's request, a certificate of insurance evidencing the coverage outlined in this Section 12.05.

ARTICLE XIII

UTILITIES

SECTION 13.01 Utility Charges.

Tenant shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the leased premises. Should Owner elect to supply the water, gas, heat, electricity or any other utility used or consumed in the leased premises, Tenant agrees to purchase and pay for the same as additional rent at the applicable rates filed by the Owner with the proper regulatory authority. In no event shall Owner be liable for an interruption or failure in the supply of any such utilities to the leased premises.

ARTICLE XIV

OFFSET STATEMENT, ATTORNMENT, SUBORDINATION

SECTION 14.01 Offset Statement.

Within ten (10) days after request therefore by Owner, or in the event that upon any sale, assignment, or hypothecation of the leased premises and/or the land hereunder by Owner, an offset statement shall be required from Tenant; Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Owner certifying (if such be the case) that this lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

SECTION 14.02 Subordination.

Owner and Tenant, agree that this Lease be and the same is subject and subordinate at all times to all covenants, restrictions, easements and ground and underlying leases now or hereafter affecting the fee title of the Shopping Center property and to all modifications, amendments and supplements thereto. This Lease be and the same is subject and subordinate at all times to all mortgages or any other method of financing or refinancing in any amounts, and all advances thereon, which may now or hereafter be placed against or affect any or all of the land and/or the leased premises and/or any or all of the buildings and improvements now or at any time hereafter constituting a part of or adjoining the Shopping Center, and to all renewals, modifications, consolidations, participation, replacement and extensions thereof. The term "mortgages" as used herein shall be deemed to include trust indentures and deeds of trust. The aforesaid provisions shall be self-operative and no further instrument of subordinations shall be necessary unless required by any such ground or underlying lessors or mortgagees. Should Owner or any ground or underlying lessors or mortgagees desire confirmation of such subordination, the Tenant, within ten (10) days following Owner's written request therefore, agrees to execute and deliver, without charge, any and all documents (in form acceptable to such ground or underlying lessors or mortgagees) subordinating this Lease and the Tenant's rights hereunder. Should any such ground or underlying lessors or mortgagees request that this Lease be made superior, rather the subordinate, to any such ground or underlying Lease and/or mortgage, then Tenant, within ten (10) days following Owner's written request therefore, agrees to execute and deliver, without charge, any and all documents (in form acceptable to such ground or underlying lessors or mortgagees) effectuating such priority.

SECTION 14.03 Attornment.

Tenant agrees that in the event of a sale, transfer, or assignment of the Owner's interest in the Shopping Center or any part thereof, including the leased premises, or in the event that any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Owner's covering the Shopping Center or any part thereof, including the leased premises, or in the event of a cancellation or termination of any ground or underlying lease covering the Shopping Center or any part thereof, including the leased premises, to attorn to and to recognize such transferee, purchaser, ground or underlying lessor or mortgagee as Owner under this Lease.

ARTICLE XV

ASSIGNMENT AND SUBLETTING

SECTION 15.01 Consent Required.

Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premises, without the prior written consent of Owner in each instance, and such consent, which shall not be unreasonably withheld, shall be at Owner's sole discretion only. Owner's consent to assignment shall not apply to an assignment or transfer to any corporation, partnership, individual(s) or other business entity whose net worth is equal to or greater than the net worth of tenant and has been approved by Anytime Fitness. The consent by Owner to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned, or if the leased premises or any part thereof be underlet or occupied by anybody other than Tenant, Owner may collect rent from the assignee, under-Tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, under letting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-Tenant or occupant as Tenant, or a release of Tenant from further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants, and condition of this Lease.

SECTION 15.02 Corporate Ownership.

If at any time during the term of this lease any part or all of the corporate share of Tenant shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective voting control of Tenant by the person or persons owning a majority of said corporate shares on the date of this lease, Tenant shall promptly notify Owner in writing of such change, and Owner may terminate this Lease upon thirty (30) days written notice to Tenant of Owner's election to so terminate.

ARTICLE XVI

WASTE, GOVERNMENTAL REGULATIONS

SECTION 16.01 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the leased premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the leased premises may be located, or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred (500) feet of the boundaries of the Shopping Center.

SECTION 16.02 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereinafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force.

ARTICLE XVIII

TENANT NAME AND SOLICITATION

SECTION 17.01 Change of Name.

Tenant agrees not to change the advertised name of the business operated in the leased premises without the written permission of Owner, which permission shall not be unreasonably withheld, unless required by Anytime Fitness.

SECTION 17.02 Solicitation of Business.

Tenant and Tenant's employees and agents shall not solicit business in the parking or other common areas, nor shall Tenant distribute any handbills or other advertising matter in automobiles parked in the parking area or in other common areas, nor use any loudspeakers or other audio devices which shall be audible outside the leased premises.

ARTICLE XVIII

DESTRUCTION OF LEASED PREMISES

SECTION 18.01 Total or Partial Destruction.

If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable in whole or in part, Owner shall, at its own expense cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Owner shall at its own expense cause the damage to be repaired, and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence, the Owner shall, at its own expense, cause such damage to be repaired, and the fixed minimum rent meanwhile shall abate until the Owner shall, at its own expense, cause such damage to be repaired, and the fixed minimum rent meanwhile shall abate until the leased premises have been restored and rendered tenable, or Owner may, at its election, terminate this lease and the tenancy hereby created by giving to Tenant within sixty (60) days following the date of said occurrence written notice of Owner's election so to do and in the event of such termination, rent shall be adjusted as of such date.

Owner's responsibility to repair as above provided shall be limited to restoring the leased premises to the condition extent at the inception of this lease as specified in Exhibit "B" hereto, and shall not extend to the repair of any alteration, leasehold improvements, or items of decor added or installed by Tenant nor to the repair or replacement of any of Tenant's furnishings, trade fixtures, or inventory. Nothing in this Section shall be construed to permit the abatement in whole or in part of the percentage rent, but for the purpose of Section 2.02 hereof the computation of percentage rent shall be based upon the revised minimum rent as the same may be abated pursuant to this Section 18.01.

SECTION 18.02 Partial Destruction of Shopping Center.

In the event that fifty percent (50%) or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the leased premises may be unaffected by such fire or other cause, Owner may terminate this lease and the tenancy hereby created by giving to Tenant five (5) days prior written notice of Owner's election so to do which notice shall be given if at all, within the sixty (60) days following the date of said occurrence. Rent shall be adjusted as of the date of such termination.

ARTICLE XIX

EMINENT DOMAIN

SECTION 19.01 Total and Partial Condemnation of Leased Premises.

If the whole of the leased premises shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease as of the day possession shall be taken by such authority, and the rent shall be paid up to that date with a proportionate refund by Owner of such rent as shall have been advanced. In the event more than ten percent (10%) in area of the land hereinabove described in Exhibit "C" of this Lease be so taken, the Owner shall have the right to terminate this lease at the time and with the rent adjustment as above in this Section 19.01 provided, by giving Tenant written notice of termination within thirty (30) days after the taking of possession by such public authority.

SECTION 19.02 Tenant's Damages.

If any of the floor area of the leased premises or forty percent (40%) of the parking areas shall be so taken, then Tenant shall have full right either to terminate this lease or subject to Owner's right of termination as set forth in Section 19.01 of this Article, to continue in possession of the remainder of the leased premises upon notice in writing to Owner of Tenant's intention within ten (10) days after such taking of possession. In the event Tenant elects to remain in possession, and Owner does not so terminate, all of the terms herein provided shall continue in effect except that the rent shall be proportionately and equitably abated, and Owner shall make all necessary repairs or alterations to the basic building, store front and interior work.

SECTION 19.03 Owner's Damages.

All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the leased premises, shall be the property of Owner, whether such damages shall be awarded as compensation of diminution in value of the leasehold or to the fee of the leased premises; provided, however, that Owner shall not be entitled to the award made to Tenant for loss of business, depreciation to and cost of removal of stock and fixtures.

ARTICLE XX

DEFAULT OF THE TENANT

SECTION 20.01 Right to Re-Enter.

In the event of any failure of Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, or if Tenant or any agent of Tenant shall falsify any report required to be furnished to Owner pursuant to the terms of this lease, or if Tenant or any guarantor of this lease shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant or any guarantor of this lease in any court pursuant to any statute either of the United States or of any State a petition in

bankruptcy or insolvency or for the reorganization of for the appointment of a receiver or trustee of all, or a portion of Tenant's or any such guarantor's property, or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon said premises, or suffer this lease to be taken under any writ of execution, then Owner besides other rights or remedies it may have, shall have the immediate rights in accordance with the laws of the State of Nebraska.

SECTION 20.02 Right to Relet.

Should Owner elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease and at such rental or rentals and upon such other terms and conditions as Owner in its sole discretion may deem advisable; upon each such subletting all rentals received by the Owner from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Owner; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Owner and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Owner. Such deficiency shall be calculated and paid monthly. In no event shall Tenant be entitled to receive any excess rentals thereafter Owner has elected to reenter. No such re-entry or taking possession of said premises by Owner shall be construed as an election on its part to terminate this lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Owner may at any time thereafter elect to terminate this lease for such previous breach. Should Owner at any time terminate this lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the leased premises, reasonable attorney's fees, and including the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Owner. In determining the rent which would be payable by Tenant hereunder subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum and percentage rents paid by Tenant from the commencement of the term to the time of default, or during the preceding three full calendar years, whichever period is shorter.

SECTION 20.03 Legal Expenses.

In case suit shall be brought for recovery of possession of the leased premises, for the recovery of rent or any other amount due under the provisions of this lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, attorney fees may be awarded to the adjudged party by the court of jurisdiction.

ARTICLE XXI

TENANT'S PROPERTY

SECTION 21.01 Taxes on Leasehold.

Tenant shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed during the term of this lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the leased premises by Tenant.

SECTION 21.02 Anti-Subrogation.

Owner and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualties shall have been caused by the fault or negligence of the other party, or anyone for whose acts or omissions such party may be legally responsible; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releaser's policy shall not prohibit any such release and such release does not adversely affect or impair such policies or prejudice the right of the releaser to recover thereunder. If any insurer shall impose an extra charge for such release, each party shall advise the other thereof and the amount of such extra charge, and the other party at such other parties election, may pay the same, but shall not be obligated to do so.

SECTION 21.03 Notice by Tenant.

Tenant shall give immediate notice to Owner in case of fire or accidents in the leased premises or in the building of which the premises are a part of defects therein or in any fixtures or equipment.

ARTICLE XXIII

HOLDING OVER, SUCCESSORS

SECTION 22.01 Holding Over.

Any holding over after the expiration of the term hereof, with the consent of the Owner shall be construed to be a tenancy from month to month at one hundred twenty five percent (125%) of the rents herein specified (pro-rated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

SECTION 22.02 Successors.

All right and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties and if there shall be more than one tenant, they shall be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Owner in writing as provided in Section 15.01 hereof.

ARTICLE XXIII

QUIET ENJOYMENT

SECTION 23.01 Owner's Covenant.

Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Owner or any other person or persons lawfully or equitably claiming by, through or under the Owner, subject, nevertheless, to the terms and conditions of this lease.

ARTICLE XXIV

MISCELLANEOUS

SECTION 24.01 Waiver.

The waiver by Owner of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Owner 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 rental so accepted, regardless of Owner's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Owner unless such waiver is in writing by Owner.

SECTION 24.02 Accord and Satisfaction.

No payment by Tenant or receipt by Owner of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompany any check or payment as rent be deemed an accord and satisfaction, and Owner may accept such check or payment without prejudice to Owner's right to recover the balance of such rent or pursue any other remedy in this lease provided.

SECTION 24.03 Entire Agreement.

This lease and the Exhibits and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Owners and Tenant concerning the leased premises and there are no covenants, promises, agreements, conditions, or understandings, either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Owner or Tenant unless reduced to writing and signed by them.

SECTION 24.04 No Partnership.

Owner does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business or otherwise, joint venture or a member of a joint enterprise with Tenant.

SECTION 24.05 Other Tenants.

Nothing contained in this lease or any exhibit or rider attached hereto, shall be construed, deemed, or interpreted to be a warranty, representation or agreement on the part of Owner that any department store or regional or national chain store or

other merchant shall remain open for business or continue to occupy any premises in or adjoining the Shopping Center during the terms of this lease or any renewal or extension thereof.

SECTION 24.06 Force Majeure.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, civil commotion, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this lease, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 24.06 shall not operate to excuse Tenant from prompt payment of rent, percentage rent, additional rent or any other payments required by the terms of this lease.

SECTION 24.07 Notices.

Any notice, demand, request or other instrument which may be or are required to be given under this lease shall be delivered in person, via recognized overnight courier service or sent by United States certified mail, postage prepaid, and shall be addressed (a) if to Owner at the address first hereinabove given or at such other address as Owner may designate by written notice and (b) if to Tenant at the leased premises or at such other address as Tenant shall designate by written notice.

SECTION 24.08 Captions and Section Numbers.

The captions, section numbers, article numbers, and index appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this lease nor in any way affect this lease.

SECTION 24.09 Tenant Defined, Use of Pronoun.

The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Owner or Tenant shall be deemed a proper reference even though Owner or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where there is more than one Owner or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 24.10 Broker's Commission.

Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this lease, except as listed below, and each of the parties agrees to indemnify the other against, hold it harmless from, all liabilities arising from any such claim (including without limitation, the cost of counsel fees in connection therewith):

Related parties of Owner to receive a commission from Owner of an amount indicated by separate written agreement between the parties specified therein.

SECTION 24.11 Partial Invalidity.

If any terms, covenants or conditions 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 term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 24.12 No Option.

The submission of this lease for examination does not constitute a reservation of or option for the leased premises and this lease becomes effective as a lease only upon execution and delivery thereof by Owner and Tenant.

SECTION 24.13 Recording.

Tenant shall not record this lease without the written consent of Owner; however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this lease for the purposes of recordation. Said memorandum or short form of this lease shall describe the parties, the leased premises and the term of this lease and shall incorporate this lease by reference.

SECTION 24.14 Governing Law.

This Lease shall be governed by and construed in accordance with the laws of the State of Nebraska. This Lease is made and entered into in Blair, Washington County, Nebraska and is being performed in Washington County. The parties hereby agree that any action to enforce the terms of this Lease, or for any other remedy arising out of said Lease, shall be brought solely in a Washington County state court or federal court in the State of Nebraska, and in no other court, and each party specifically acknowledges and submits to the personal jurisdiction of said court, and waives as to any such court any defense of inconvenient forum or improper venue.

SECTION 24.15 Rider.

A rider consisting of two page(s), with sections numbered consecutively 24.17 through 24.24 is attached hereto and made a part hereof.

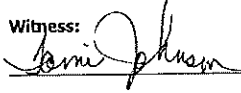
SECTION 24.16 Exhibits.

The following exhibits are attached hereto and by this reference made a part hereof:

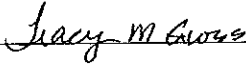
Exhibit A:	Shopping Center Plot Plan & Tenant Mix Plan
Exhibit B:	Owner and Tenant's Work Provisions
Exhibit C:	Legal Description
Exhibit D:	Rules and Regulations

IN WITNESS WHEREOF, Owner and Tenant have signed and sealed this lease as of the day and year first above written.

Witness:

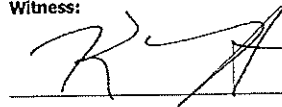


HAYDEN PLACE SHOPS, L.L.C.
a Nebraska Limited Liability Company

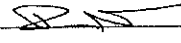
By: 

Its: Manager

Witness:



Nichron, LLC, a Nebraska Limited Liability Company
Tenant

By: 

Federal ID No.: 202-69-9749

GUARANTY

In consideration of, and as an inducement for the granting, execution and delivery of the Commercial Lease Agreement dated September _____, 2008 (the "Lease"), by and between **Hayden Place Shops, L.L.C.**, Owner named therein (the term "Owner" shall be deemed to include the named Owner and its successors and assigns) and **Nichron, LLC a Nebraska Limited Liability Company dba Anytime Fitness**, Tenant named therein (the term "Tenant" shall be deemed to include the named Tenant and its successors and assigns), and in further consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by Owner to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned, **Ronnie Nichols** (hereinafter "Guarantor" which term shall be deemed to include the named Guarantor and its successors and assigns), hereby guarantees, absolutely and unconditionally, to Owner the full and prompt payment of all liabilities, obligations, charges and dues (including, but not limited to, Minimum Base Rent, Percentage Rent, CAM, and Owner's legal expenses and reasonable attorneys' fees and disbursements) imposed upon Tenant under the terms of the Lease and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions, obligations and agreements therein provided to be performed and observed by Tenant; and Guarantor hereby covenants and agrees that if Tenant, at any time, defaults in the payment of the Minimum Base Rent, Percentage Rent or CAM or in the performance and observance of any of the terms, obligations, covenants and conditions contained in the Lease, Guarantor shall and will forthwith faithfully perform and fulfill all of such terms, obligations, covenants and conditions and will forthwith pay to Owner all damages that may arise in consequence of any such default by Tenant under the Lease, including, without limitation, all reasonable attorneys' fees and disbursements incurred by Owner or caused by any such default or the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guaranty of payment (and not of collection) and of performance except as set forth above, and shall remain in full force and effect until the obligations and expenses in connection therewith shall be fully paid and performed. Upon full payment of the obligations, this Guaranty shall be of no further force and effect. The liability of Guarantor is co-extensive with that of Tenant and shall be enforceable against Guarantor without the necessity of any suit or proceeding on Owner's part of any kind or nature whatsoever against Tenant or any other guarantor. Owner shall promptly provide Guarantor with written notice of Tenant's non-payment or any other event of default under the Lease, including any notice or demand materially effecting Guarantor under this Lease Guaranty. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion or the failure to assert by Owner against Tenant of any of the rights or remedies reserved to Owner pursuant to the terms, covenants and conditions of the Lease, or (b) any non-liability of Tenant under the Lease, whether by insolvency, discharge in bankruptcy, or any other defect or defense which may now or hereafter exist in favor of Tenant.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of (a) any assignment, renewal, modification, amendment or extension of the Lease, or (b) any modification or waiver of or change in any of the terms, covenants and conditions of the Lease by Owner and Tenant, or (c) any extension of time that may be granted by Owner to Tenant, or (d) any consent, release, indulgence or other action, inaction or omission under or in respect of the Lease, or (e) any dealings, transactions, matters or things which may occur between Owner and Tenant, or (f) any bankruptcy, insolvency, reorganization, liquidation, arrangement, assignment for the benefit of creditors, receivership, or similar proceeding affecting Tenant, whether or not notice thereof is given to Guarantor.

Should Owner be obligated by any bankruptcy or other law to repay to Tenant or Guarantor or to any trustee, receiver or other representative of either of them, any amounts previously paid, this Guaranty shall be reinstated in the amount of such repayments. Owner shall not be required to litigate or otherwise dispute its obligation to make such payments if it in good faith believes that such obligation exists.

No delay on the part of Owner in exercising any right, power or privilege under this Guaranty or failure to exercise the same shall operate as a waiver of or otherwise affect any such right, power or privilege Owner may have under this Guaranty.

No waiver or modification of any provision of this Guaranty or any termination of this Guaranty shall be effective unless in writing, signed by Owner; nor shall any such waiver be applicable except in the specific instance for which it is given.

All of Owner's rights and remedies under the Lease and under this Guaranty, now or hereafter existing at law or in equity, are intended to be distinct, separate and cumulative and no exercise or partial exercise of any such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any other rights or remedies.

Guarantor agrees that whenever, at any time or from time to time, Guarantor shall make any payment to Owner or perform or fulfill any term, obligation, covenant or condition hereunder on account of the liability of Guarantor hereunder, Guarantor will notify Owner in writing that such payment or performance as the case may be, is for such purpose. No such payment or performance by Guarantor pursuant to any provision hereof shall entitle Guarantor by subrogation or otherwise to the rights of Owner to any payment by Tenant, except after payment of all sums or fulfillment of all obligations, covenants, terms, conditions or agreements to be paid or performed by Tenant.

Guarantor shall be deemed to be in default under this Guaranty and Tenant shall be deemed in default under the Lease if any one of the following events occur: (a) Guarantor makes any assignment for the benefit of creditors; (b) a receiver, trustee or liquidator is appointed by a court of competent jurisdiction to operate the business of Guarantor; (c) Guarantor transfers all or substantially all of its assets; (d) Guarantor shall be adjudicated bankrupt or insolvent; or (e) a petition seeking reorganization of Guarantor or an arrangement with creditors or a petition to take advantage of any insolvency law.

Guarantor agrees that it will, at any time and from time to time, within ten (10) business days following written request by Owner, execute, acknowledge and deliver to Owner a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modification). Guarantor agrees that such certificate may be relied on by anyone holding or proposing to acquire any interest in the Premises from or through Owner.

As a further Inducement to Owner to make and enter into the Lease and in consideration thereof, Owner and Guarantor covenant and agree that in any action or proceeding brought on, under or by virtue of this Guaranty, Owner and Guarantor shall and do hereby waive trial by jury. Without regard to principles of conflicts of laws, the validity, interpretation, performance and enforcement of this Guaranty shall be governed by and construed in accordance with the internal laws of the State of Nebraska.

Guarantor warrants and represents to Owner that it has the legal right and capacity to execute this Guaranty. In the event that this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction, then Guarantor shall be deemed to be a Tenant under the Lease with the same force and effect as if Guarantor were expressly named as a joint Tenant therein.

As used herein, the term successors and assigns shall be deemed to include the heirs and legal representatives of Tenant and Guarantor, as the case may be. If there is more than one Guarantor, the liability hereunder shall be joint and several. All terms and words used in this Guaranty, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

Dated this 22 day of SEPTEMBER, 2008.

GUARANTOR:

By: [Signature]
Ronnie Nichols

STATE OF Nebraska,
COUNTY OF Douglas) ss.

BEFORE ME the undersigned Notary Public in and for said county personally appeared Ronnie Nichols to me known, and whose signature is affixed to the Guaranty, and being first duly sworn acknowledged execution of the same to be her voluntary act and deed.

Dated this 22 day of September, 2008.

[Signature]
Notary Public

My Commission expires: 09/07/09



LEASE RIDER

The following terms and provisions are herewith incorporated and made a part of the foregoing Lease:

WHEREAS, the parties have entered into a certain Indenture of Lease dated the 22 day of September, 2008.

NOW BE IT THEREFORE AGREED, between the parties as follows:

SECTION 24.17 Cap on CAM

Notwithstanding the provisions set forth in Section 9.01 of the Lease, additional rents payable each year pursuant to said section shall in no event increase by more than five and no/100 percent (5.0%) of the Tenant's prorata share in the previous year. This cap shall not include taxes, insurance, snow removal, utilities or labor costs.

These costs will include an Administrative Fee, not to exceed 10% of the total Common Area Maintenance Costs (provided that in no event may the amounts on which the fee is calculated include taxes, insurance costs hereunder, the cost of utilities or the cost of capital expenditures).

SECTION 24.18 Premises Use Restriction

In the event Owner shall lease space in the Shopping Center to any other Tenant whose primary business use is primarily a fitness center or all women's-only fitness facilities, provided Tenant is not otherwise in default under any of the terms or conditions of this Lease, Tenant shall have the option to terminate this Lease within ninety (90) days after such business shall open to the public by delivering written notice to Owner of Tenant's election to terminate. Tenant shall vacate and surrender the leased premises as set forth in Section 10.02 and 11.02 within thirty (30) days of such notice of election to terminate. Minimum rent, percentage rent, and additional rents, if applicable, shall be pro-rated to the date Tenant vacates the leased premises, and shall survive the expiration of the lease until receipt thereof by Owner. The use restriction set forth herein shall not apply to any anchor tenants or their assigns or replacements, or to any existing tenants in the shopping center.

SECTION 24.19 Option to Renew

Provided Tenant is not otherwise in default under any of the terms and conditions of this Lease, Tenant shall have a single option to extend the initial term of this Lease upon the same terms and conditions as those herein specified, for an additional renewal period of five (5) years from the expiration of the initial term by delivering to Owner written notice of Tenant's exercise of said option at least six (6) months prior to the end of such initial term, and if Tenant gives such notice within the time prescribed, the Lease shall be extended automatically, without execution of an extension or renewal lease. **PROVIDED HOWEVER**, that the minimum rent as hereinbefore specified under Section 2.01 shall increase from \$4,826.50 per month to \$4,998.88 per month commencing with the first month of the renewal period and continuing through the third year of the renewal period. The minimum rent shall increase from \$4,998.88 per month to \$5,171.25 per month commencing with the first month of the fourth year of the renewal period and continuing throughout the remainder of the lease.

SECTION 24.20 Rent Abatement

Notwithstanding any other provisions to the contrary contained herein, Tenant shall have the right to occupy the Leased Premises prior to the Commencement Date. Except for Tenant's obligation to pay minimum rent under Article II hereof, which will commence ninety (90) days after the expiration of that buildout period defined under Section 1.03 of this Lease, Tenant shall be bound by all other terms and conditions of the Lease from and after the date Tenant occupies the leased premises including without limitation the additional rental payments as set forth in Sections 2.04, 9.01, 12.02, and 17.03.

SECTION 24.21 Right to Assign to a Franchisee

Provided Tenant is not otherwise in default under any of the terms and conditions of this Lease, Owner hereby consents to an assignment of the Lease by Tenant named herein to a franchisee of Tenant or "Tenant's Parent Corporation" (hereinafter defined), so long as such franchisee shall remain a bona-fide franchisee of Tenant or Tenant's Parent Corporation, and provided Tenant shall remain liable for the performance of all lease obligations after said assignment. Tenant shall give sixty (60) days prior written notice to Owner on or before the effective date of such assignment.

The term "Tenant's Parent Corporation" shall mean the Owner of all or substantially all of the assets or stock of Tenant.

SECTION 24.22 Roof Access

Tenant shall have the right to place, at its sole cost and expense and provided Tenant does not invalidate or modify Owner's roof warranty, a satellite antenna on the Shopping Center's property serving the demised premises subject to the following specifications:

1. Said installation shall be for all purposes considered a part of the Leased Premises.

2. Said antenna shall be no larger than eight (8) feet in diameter, mesh, and black in color.
3. No cuts or intrusions will be made into the roof of the Shopping Center, thus cable lines will be run into existing locations now used for antenna leads. Any and all repair to leaks caused directly or indirectly by this installation shall be the responsibility of the Tenant.
4. Plans for affixing a mounting pole to the outside wall of the premises near the Tenant's back door will need to be approved in writing prior to installation by the Owner's Tenant Finish Coordinator.
5. Tenant agrees to remove the dish and mounting equipment within ten (10) days receipt of such written notice from Owner or at the termination of this lease term. Upon such removal, Tenant, at Tenant's expense, will restore the outside wall to the original condition prior to installation.

SECTION 24.23 Exterior Signage

Owner shall assist Tenant in obtaining all city/county approvals for Tenant's signage. Owner shall allow Tenant to install signage as set forth in Exhibit B. Tenant may also install temporary, professionally prepared "Coming Soon/Grand Opening" and "Now Hiring/Now Open" banners on the exterior walls/entrances of the Premises prior to opening and continuing for sixty (60) days after opening. Owner has the right to approve all banner placements and signage.

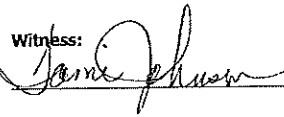
Owner shall, at Tenant's cost, including installation and continuing maintenance, allow Tenant the right to place a sign panel on each available pylon sign (both front and back) installed by Owner in the Shopping Center, if and when it exists.

SECTION 24.24 Late Turnover

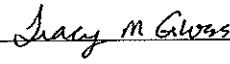
In the event Owner has not turned over the Leased Premises on or before December 1, 2008, pursuant to Section 1.03 of this Lease, Tenant shall receive one day of free Minimum Rent for each day past December 1, 2008 Tenant is not in possession of the Leased Premises.

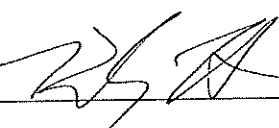
SECTION 24.25 Entire Agreement.

Except as hereinbefore specifically amended, all the provisions of said Indenture of Lease referred to hereinabove shall remain in full force and effect.

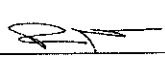
Witness:  _____

HAYDEN PLACE SHOPS, L.L.C.
a Nebraska Limited Liability Company

By:  _____
Its: Manager

Witness:  _____

Nichron, LLC a Nebraska Limited Liability Company

Tenant
By:  _____
Federal ID #: 202-69-9749

STATE OF NEBRASKA)

COUNTY OF DOUGLAS) ^{SS,} *Washington*

BEFORE ME the undersigned Notary Public In and for said county personally appeared *Nancy M Gross*
_____, to me known to be a Manager of **Hayden Place Shops, L.L.C.**, a Nebraska limited liability company, and whose signature is affixed to the foregoing Lease as Owner, and being first duly sworn acknowledged execution of the same to be his voluntary act and deed and the voluntary act and deed of said limited liability company.

Dated this *7th* day of *October*, 2008.



Tamara S. Johnson
Notary Public

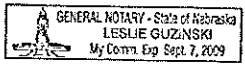
My Commission expires: _____

STATE OF *Nebraska*)

COUNTY OF *Douglas*) ^{SS.}

BEFORE ME the undersigned Notary Public In and for said county personally appeared *Ronnie*
Nichols, to me known to be *manager* of **Nichron, LLC** a Nebraska Limited Liability Company, a _____, and whose signature is affixed to the foregoing Lease as Tenant, and being first duly sworn acknowledged execution of the same to be his voluntary act and deed and the voluntary act and deed of said company.

Dated this *27* day of *September*, 2008.



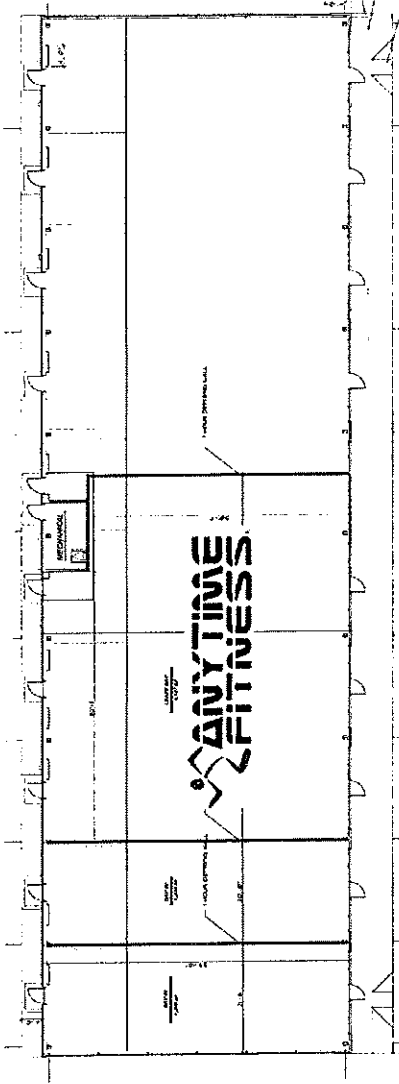
Leslie Guzinski
Notary Public

My Commission expires: *09/07/09*

EXHIBIT "A"

Exhibit A-1

REED DESIGN ARCHITECTS 1000 15th St NW NW, DC 20004 TEL: 202-331-1100 FAX: 202-331-1101 WWW: REEDARCHITECTS.COM		HAYDEN PLACE TENANT PARTITIONS 1074 HAYDEN PLACE WASHINGTON, DC 20004		DATE: 05/17/08 DRAWN BY: [] CHECKED BY: [] PROJECT NO.: [] SHEET NO.: []	
---	--	---	--	--	--



FLOOR PLAN - 05.17.08
 SCALE: 1/8" = 1'-0"

This Section
subject to
Architect's
final design.

EXHIBIT "B"

DESCRIPTION OF OWNER'S AND TENANT'S WORK
AND ALLOWANCE PROVISIONS

I. The following work shall be done for or by the Owner, except as otherwise specified:

A. STRUCTURE:

1. Frame: A structural frame of steel, metal, with masonry construction or any combination of these, with a floor and roof design to carry live loads in accordance with applicable building codes.
2. Roof: An Insulated, standing-seam metal roof.
3. Exterior Walls: Exterior walls are of noncombustible construction and of finish as designed by Owner.
4. Partitions separating Leased Premises and Rear Wall: Noncombustible partitions of Owner's selection taped and sanded; fire taped above ceiling height. The partition walls separating the leased premises shall be 3 5/8" CWS studs, 24 gauge @ 16" O.C. Drywall cover shall be 5/8" gypsum board and 3 1/2" acoustical insulation.

Owner to also construct the following:

20X20 group exercise room (Will utilize the rear wall and side walls. Only two walls provided)
Two (2) 8X8 tanning rooms, no windows with open ceiling. Wall does not extend to the deck
One (1) office, approximately 10 X 10 with open ceiling and two windows
Eight (8) 110v - 20 amp circuits for treadmills
Two (2) 220v - 55amp circuits for tanning beds
Six (6) 110v 15 amp circuits for security system
Eight (8) 110v 20amp circuits for office space
One (1) sign circuit ran to the store fronts sign fascia
Paint wall using the following specs:
Benjamin Moore Paints Captain Running Man Scheme
Adirondack Green
Peachy Brandy
Purple Lotus
Say brook Sage
Kendall Charcoay

5. Store Front: Combination insulated glass and masonry with anodized aluminum framing. Entry doors included, EIFS sign bands and fascia with electrical conduit available.
6. Floor: Floors are concrete floors within the leased premises with the back 20 feet left unfinished (Owner shall finish back 20 feet or provide allowance).
7. The front and rear building columns are tied together by an underground, reinforced, concrete tie-beam at a depth of 12", and cannot be disturbed, penetrated or removed.

B. COMMON AREA AND SERVICE:

1. Parking Lot, Ramp ways and Sidewalks shall be lighted and surfaced in accordance with standard ADA practices, and landscaped.

C. UTILITIES:

1. Electrical Service: Owner has provided an electric feeder and panel board to the interior side of the exterior wall. The capacity of the electrical feeder shall be sized to provide for a total electrical load of 200 _____ amp, **120/208, 3 phase, 4 wire panel** for the leased premises. Owner shall also construct drop in lighting as spec'd for Anytime Fitness from <http://www.warehouselighting.com> (\$112 per light). Outlets installed at 20" o.c. on demising walls only.
2. Water and Sanitary Sewer: The Owner shall bring to the leased premises a valve and capped cold water pipe. Plumbing shall be provided by Owner to include a 4" sanitary sewer line in the back 10 feet of the leased premises. The owner shall also provide two full build out of restrooms with showers not to include floor covering. (Numbers dependent on size of bay, per local codes). Owner shall also provide a 6 gallon hot water heater and floor drain as specified per code requirements. Owner shall also provide ADA drinking fountain.

covering. (Numbers dependent on size of bay, per local codes). Owner shall also provide a 6 gallon hot water heater and floor drain as specified per code requirements. Owner shall also provide ADA drinking fountain.

3. Heating, Ventilating, and Cooling (air conditioning) service: Owner has provided a ton Carrier or like HVAC unit and a standard programmable thermostat. Owner shall provide HVAC distribution duct/diffusers per landlord's design which shall meet local code requirements. Tenant at Tenant's expense shall maintain the equipment throughout the lease term or typical 1 ton/350 square foot any renewal thereof and shall guarantee it's good operating condition at the expiration or termination of lease. Owner shall provide Tenant a warranty for the balance of the term of the warranty.
4. Gas; Owner shall provide gas main, and gas piping to the individual HVAC rooftops only.

D. GENERAL:

Owner shall have the right to run roof drainage lines, utility lines, pipes, conduits, duct work and/or component parts of all mechanical and electrical systems where necessary or desirable through attic space, column space or other parts of the leased premises, to repair, alter, replace or remove the same, and to require Tenant to install and maintain proper access panels thereto.

Owner shall provide tenant a \$5,000 flooring allowance at rent commencement.

II. Tenant's Work: It is agreed to for all purposes between Owner and Tenant that Tenant accepts the premises as is. All work required to complete and place the leased premises in finished condition for opening for business, including any improvements such as walls, etc. shall be completed at Tenant's expense. Except for work as described in Section I, such improvements shall become part of the structure itself and shall remain with the premises at the expiration of lease, if Tenant has failed to remove such improvements within thirty (30) days of lease expiration.

A. INTERIOR WALLS & BULKHEADS:

All interior walls, except as set forth in Section I, (including partitions, curtain walls and partitions separating leased premises), Such walls shall be framed with metal studs and where ceilings terminate the ceiling space shall be enclosed with such walls covered with gypsum board with an effective One (1) hour U.L. rating. Built to detail/specifications provided by Landlord/Landlords Architect.

B. INTERIOR PAINTING:

All interior painting and decoration including taping and spackling of all interim partitions where required.

C. PLUMBING:

All plumbing and plumbing fixtures, except as set forth in Owner's Work.

D. FURNITURE, FIXTURES, AND SIGNS:

All furnishings, trade fixtures, signs and related parts, which shall be of new first quality including installation location and design of all signs subject to prior written consent of Owner as provided in Paragraph III B.

E. HOT WATER HEATER:

Domestic hot water heater where required shall be electric, automatic and less than 100 gallon capacity. If space use dictates a water heater with a capacity in excess of 100 gallons and Tenant has received Owner's prior approval such heater shall be automatic, properly vented and with all necessary safety controls. The relief valve must be piped to an open drain. Special metering for any heater shall be included by Tenant if required by Owner.

F. FLOORS:

All floor coverings and floor finishes. Tenant is permitted no depressions from the established floor level.

G. ELECTRICAL WORK:

Tenant shall furnish and install all additional electric work from the panel board into the leased premises except that work described in Owner's Work. Tenant shall provide electrical conduits wiring and boxes in the concrete floor slab as required to permit laying of concrete floor by Owner, in accordance with Owner's construction schedule. Tenant shall furnish and install all systems, where required for telephones, inter-communication,

music, antenna, material handling or conveyor, burglar alarm, vault wiring, fire protection alarm and clock, and time clocks, contractors and all necessary disconnect switches for all motors required by Tenant.

H. GAS: Available

I. HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) SERVICE:

Except for work as described in Section C3, Tenant shall furnish and install any metal supply and return duct work throughout the leased premises, (the use of attic space as a return air plenum or duct board as supply and return duct work is not permitted) above Landlord's design, and shall be responsible for locating and wiring any thermostat controls for the HVAC units as provided for by Owner. Any additional equipment, make-up systems, and/or exhaust systems shall be furnished and installed by Tenant after approval of roof penetrations with Landlord or Landlord's warranted roofing contractor (maintain warranty verification). Landlord with assign warranty

J. TEMPORARY SERVICES:

During Tenant's construction period Tenant shall provide and pay for heat, temporary connections and meters for water and electric service brought to such point. Tenant shall pay for all electricity, and water during this period.

K. CHANGES AND ALTERATIONS:

Owner reserves the right to require changes in Tenant's Work when necessary by reason of code requirements or directive of governmental authorities having jurisdiction over the leased premises.

L. GENERAL PROVISIONS:

All work done by Tenant shall be governed in all respects by, and shall be subject to, the following:

1. Tenant agrees not to commence Tenant's work until Tenant has secured Owner's written approval of the plans and specifications required to be submitted by Tenant to Owner. Owner agrees to notify Tenant thirty (30) days in advance of the day when Tenant must commence Tenant's Work and Tenant agrees that Owner may require Tenant subject to such notice, to commence Tenant's Work before Owner's Work has been fully completed, provided, that the leased premises and the building of which the leased premises are a part are completed to the extent that it is practicable for Tenant to commence Tenant's Work. Tenant's Work shall be coordinated with the work being done by the Owner and/or other tenant of Owner to such a degree that such work will not interfere with or delay the completion of work by Owner and/or other Tenant's of Owner. Owner shall have the right to require Tenant, Tenant's contractor, and subcontractor to furnish a performance bond and other security in form and in such amounts satisfactory to Owner for the prompt and faithful performance by Tenant of Tenant's Work. Such performance bond(s) shall name Owner or such other successors or assigns of Owners. The performance of Tenant's Work shall cause no interference whatsoever with the completion of Owner's Work in the leased premises or in the remainder of the Shopping Center.
2. Tenant's Work shall be performed in a first class workmanlike manner and shall be in good and usable condition at the date of completion thereof. Tenant shall require any such party to be responsible for the replacement or repair without additional charge of any and all work done or furnished by or through such party, which shall become defective within one (1) year after substantial completion of the Work. The correction of such work shall include without additional charge, all expenses and damages in connection with such removal, replacement, or repair of any part of the Work which may be damaged or disturbed thereby. All warranties or guarantees as to materials or workmanship on or with respect to Tenant's Work shall be contained in the contract or subcontract which shall be so written that such guarantees or warranties shall inure to the benefit of both Owner and Tenant, as their respective interests appear, and can be directly enforced by either. Tenant covenants and agrees to give Owner any assignment or other assurances necessary to affect the same.
3. Owner shall have the right (but shall not be obligated) to perform by its own contractor or subcontractor, on behalf of and for the account of Tenant any Tenant's Work which Owner determines should be so performed. Generally, such work which affects any structural components of or the general utility systems for the building in which the leased premises are located. If owner so determines, it shall so notify Tenant prior to the commencement of such work. Tenant shall promptly, on demand, reimburse Owner for all costs of planning and performing such work when and as incurred by Owner for all permits in connection there-with.
4. Compliance with laws: All Tenant's Work shall conform to applicable statutes, ordinances, regulations, codes, and the requirements of Owner's fire underwriter. Tenant shall obtain and convey to Owner all

approvals with respect to electrical, gas, water, heating and cooling, and telephone work, all as may be required by the utility company supplying the service.

5. Approvals: No approval by Owner shall be deemed valid unless the same shall be in writing signed by Owner or Owner's architect.
6. Insurance: Prior to commencement of Tenant's Work and until completion thereof, or commencement of the lease term, whichever is the last to occur Tenant shall effect and maintain, and provide certificates for insurance policies of Builder's Risk Insurance covering Owner, Owner's agents and beneficiaries, Owner's architect, Owner's general contractor, Tenant and Tenant's contractors, as their interests may appear, against loss or damage by fire, vandalism and malicious mischief and such other risks as are customarily covered by a so-called "extended coverage endorsement" upon all Tenant's Work and all materials, equipment, supplies and temporary structures of all kinds incident to Tenant's Work and builder's machinery tools, and equipment, all while forming a part or contained in, such improvements or temporary structures, while on the leased premises or within 100 feet thereof, or when adjacent thereto while on malls, drives, sidewalks, streets or alleys, all to the full insurable value thereof at all times. In addition, Tenant agrees to require all contractors and subcontractors engaged in the performance of Tenant's Work to effect and maintain and deliver to Tenant certificates evidencing the existence of, prior to the commencement of Tenant's Work and until completion thereof.

III. Design Criteria for Tenant's Sign.

A. TENANT'S SIGNS:

1. Tenant's signs shall be store identity signs only, shall be placed above the individual storefronts and shall be restricted to an area affixed to the sign fascia area provided by Owner.
2. Tenant's signs shall be 3-dimensional, cut out of cast letters, reversed channel or Plexiglas self-illuminated face with metal sides. Reversed channel letters may be back lighted.
3. Tenant's signs shall be constructed of porcelain enamel, steel, steel with baked enamel finish, harborite or cast aluminum, bronze or vinyl.
4. Tenant's signs shall be directly fastened to the store front and shall not project more than 5" inches beyond the lease line.
5. Tenant's signs shall be limited to letters not to exceed 24 inches in height. The use of predominately decorative sculpture, coat of arms, shields or other such logos, will not be permitted without the prior written consent of Owner. The maximum length of Tenant's lettering may be 80% of the frontage but no letter shall be nearer than 3 feet to the corner of Tenant's lease line. All conductors, transformers and other equipment shall be concealed. No exposed neon lighting shall be used on signs, symbols, or decorative elements. No exposed neon lighting will be acceptable if visible from the exterior of the store.
6. Tenant shall not employ any flashing action, moving action or audible signs.
7. All signs must be approved by the City prior to submittal to Owner for approval. All local codes and ordinances must be followed prior to installation.
8. **Tenant is responsible for the costs to remove all signs and to repair all fascia and walls in an as new condition upon vacation of premises.**
9. Tenant is responsible for all costs associated with all electrical pulled to the sign. Owner shall be responsible for the conduit.
- 1

EXHIBIT C

LEGAL DESCRIPTION

LEGAL DESCRIPTION

A TRACT OF LAND BEING LOT 4, HAYDEN PLACE REPLAT ONE, A PLATTED AND RECORDED SUBDIVISION IN WASHINGTON COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4, THENCE NORTH 87°34'07" EAST (PLATTED BEARING) ALONG THE NORTH LINE OF SAID LOT 4 AND BEING THE SOUTH RIGHT OF WAY LINE OF HOLLY STREET, 192.50 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 02°25'53" EAST ALONG THE EAST LINE OF SAID LOT 4, 322.51 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 87°34'07" WEST ALONG THE SOUTH LINE OF SAID LOT 4, 136.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH 19°38'32" WEST ALONG THE WESTERLY LINE OF SAID LOT 4 AND THE EASTERLY RIGHT OF WAY LINE OF 20TH STREET, 163.46 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE AND SAID RIGHT OF WAY LINE, HAVING A RADIUS OF 160.00 FEET, AN ARC LENGTH OF 54.07 FEET WITH A CHORD BEARING NORTH 11°02'12" WEST, 63.87 FEET; THENCE NORTH 02°25'53" WEST ALONG THE WESTERLY LINE OF SAID LOT 4 AND SAID RIGHT OF WAY LINE, 113.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.31 ACRES (66,909 SQUARE FEET), MORE OR LESS.

EXHIBIT "D"
RULES AND REGULATIONS

TENANT AGREES AS FOLLOWS:

- (1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Owner.
- (2) The delivery or shipping of merchandise, supplies and fixtures to and from the leased premises shall be subject to such rules and regulations as in the judgment of Owner are necessary for the proper operation of the leased premises or Shopping Center.
- (3) All garbage and refuse shall be kept in the kind of container specified by Owner, and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Owner. If Owner shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
- (4) No radio, television, satellite dish, or other similar device shall be installed without first obtaining in each instance Owner's consent in writing. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of Owner. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- (5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the leased premises without the prior written consent of Owner.
- (6) If the leased premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the leased premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (7) The outside areas immediately adjoining the leased premises shall be kept clean and free from snow and ice, dirt, and rubbish by Tenant to the satisfaction of Owner, and Tenant shall not place or permit any obstructions or merchandise in such areas.
- (8) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by Owner. Tenant shall furnish Owner with State automobile license numbers assigned to Tenant's car or cars and cars of Tenant's employees, within five (5) days after taking possession of the premises and shall thereafter notify Owner of any changes within five (5) days after such changes occur. In the event that Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Owner, at its option shall charge Tenant Ten Dollars (\$10.00) per day per car parked in any area other than those designated, as and for liquidated damage.
- (9) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.
- (10) Tenant shall use at Tenant's cost such pest extermination contractor as Owner may direct and at such intervals as Owner may require.
- (11) Tenant shall not use the public or common area in the Shopping Center for business purposes.
- (12) Tenant shall not place displays, decorations or shopping carts in front of the leased premises or in any common areas.
- (13) Owner may amend or add new rules and regulations not inconsistent with the terms of Tenant's lease. Tenant's lease.

SIDNERLAW

– Since 1897 –

THOMAS B. THOMSEN
BRADLEY D. HOLTORF
S. NICHOLAS BOGGY
BRADLEY E. NICK
SHANE J. PLACEK

WILLIAM J. COURTRIGHT, 1862-1950
S. SIDNER, 1875-1944
EARL J. LEE, 1888-1963
H.A. GUNDERSON, 1889-1969
ARTHUR C. SIDNER, 1900-1975
GEORGE E. SVOBODA, 1917-2011
NEIL W. SCHILKE, RETIRED

October 6, 2017

Mr. Ronnie Nichols
2100 S. 20th St.
Blair, NE 68008
blairne@anytimefitness.com

NOTICE OF DEFAULT

Re: *09/22/2008 Lease Agreement - Hayden Place Shops
Anytime Fitness*

Dr. Messrs. Nichols and Bolin:

This correspondence represents notice that Nichron LLC d/b/a Anytime Fitness is in default of its Lease Agreement dated 9/22/2008 with Hayden Place Shops, LLC, which was extended five (5) additional years pursuant to written notice dated June 27, 2014. Specifically, you are in default of the following non-exhaustive provisions of the Lease Agreement:

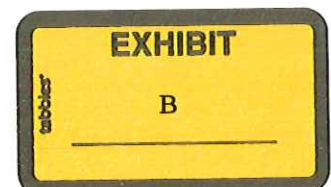
1. § 2.01 requiring rent be paid by the first day of each month, which also engages § 2.06 thereby assessing interest in the event rent is not paid by the 5th of the month;
2. § 2.04 requiring prorata share of real estate taxes be reimbursed to Landlord concurrent with rental payments;
3. § 6.01 requiring you to occupy the premises during your term; and,
4. § 9.01 requiring common area maintenance payments concurrent with rental payments, which are overdue.

Please advise if you are voluntarily relinquishing control of the premises to the Landlord; and, in the event you choose to do so, then please deliver all keys, access codes, openers, same or similar, to Lamb Real Estate. As indicated herein, your obligations of monthly rent, common area maintenance and all other payments continue until such time as the premises are reletted or the contract terminates pursuant to the conclusion of its extended term.

Very truly yours,



Shane J. Placek
SIDNERLAW



pe: **Nichron, LLC**
c/o Ronnie Nichols
2065 Hawks Lane
Fl. Calhoun, NE 68023

Mr. Richard Bolin
15915 Vernon Ave.
Omaha, NE 68116

cc: **Mark Lamb**

SIDNERLAW

– Since 1897 –

THOMAS B. THOMSEN
BRADLEY D. HOLTORF
S. NICHOLAS BOGGY
BRADLEY E. NICK
SHANE J. PLACEK

WILLIAM J. COURTRIGHT, 1862-1950
S. SIDNER, 1875-1944
EARL J. LEE, 1888-1963
H.A. GUNDERSON, 1889-1969
ARTHUR C. SIDNER, 1900-1975
GEORGE E. SVOBODA, 1917-2011
NEIL W. SCHILKE, RETIRED

October 25, 2017

Mr. Ronnie Nichols
2100 S. 20th St.
Blair, NE 68008
blairne@anytimefitness.com

COPY

NOTICE TO QUIT

Re: *09/22/2008 Lease Agreement - Hayden Place Shops
Anytime Fitness*

You are hereby notified to quit and vacate the premises now occupied by you described as follows: 2100 South 20th St., Blair, Nebraska 68008, within three (3) days after the service of this Notice. If you fail to comply with this Notice I am authorized to commence legal proceedings to remove you and recover said premises.

DATED this 25th day of October, 2017.

HAYDEN PLACE SHOPS, LLC

By:


Shane J. Placek
SIDNERLAW

CERTIFICATE OF SERVICE

It is hereby certified that a copy of the foregoing documents was mailed by U.S. Mail, postage prepaid as follows on this 25th day of October, 2017:

Mr. Ronnie Nichols
2100 S. 20th St.
Blair, NE 68008

Nichron, LLC
c/o Ronnie Nichols
2065 Hawks Lane
Ft. Calhoun, NE 68023

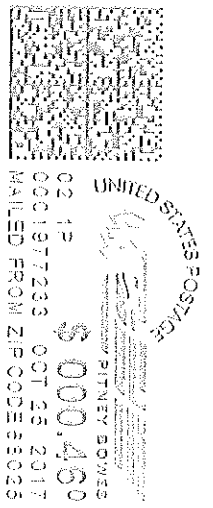
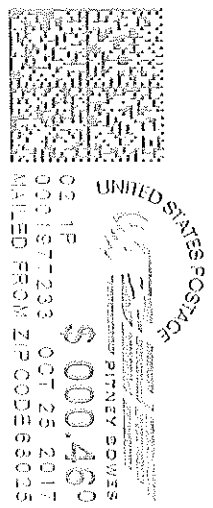

Shane J. Placek

**Sidner, Svoboda, Schilke, Thomsen,
Holtorf, Bogy, Nick & Placek**
Military Colonial Building
340 E. Military Avenue, Suite 1
Fremont, NE 68025-5097

NICHRON, LLC
C/O RONNIE NICHOLS
2065 HAWKS LANE
FT. CALHOUN, NE 68023

**Sidner, Svoboda, Schilke, Thomsen,
Holtorf, Bogy, Nick & Placek**
Military Colonial Building
340 E. Military Avenue, Suite 1
Fremont, NE 68025-5097

MR. RONNIE NICHOLS
2100 S. 20TH ST.
BLAIR, NE 68008



Hayden Place Shops, LLC

c/o Lamb Real Estate
 3025 S. 87th Street
 Omaha, NE 68124

Statement

Account: hayden - 3 - nichron

Date: 10/24/17

Payment: _____

Anytime Fitness
 2100 S. 20th Street, #3
 Blair, NE 68008

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/01/17	Base Rent (10/2017)	4,998.88		4,998.88
10/01/17	CAM Charges (10/2017)	477.19		5,476.07
10/01/17	CAM Reconciliation (10/2017)	-34.31		5,441.76
10/01/17	Property Insurance (10/2017)	131.64		5,573.40
10/01/17	Snow Removal Reimbursement (10/2017)	128.78		5,702.18
10/01/17	Real Estate Taxes (10/2017)	629.21		6,331.39
10/06/17	chk# 5931 October rent/CAM Reversed by ctrl#1085		6,331.39	0.00
10/20/17	Returned check charge	25.00		25.00
10/20/17	chk# 5931 NSF receipt Ctrl# 107786		-6,331.39	6,356.39
11/01/17	Base Rent (11/2017)	4,998.88		11,355.27
11/01/17	CAM Charges (11/2017)	477.19		11,832.46
11/01/17	CAM Reconciliation (11/2017)	-34.31		11,798.15
11/01/17	Property Insurance (11/2017)	131.64		11,929.79
11/01/17	Snow Removal Reimbursement (11/2017)	128.78		12,058.57
11/01/17	Real Estate Taxes (11/2017)	629.21		12,687.78



Current	30 Days	60 Days	90 Days	Amount Due
6,356.39	0.00	0.00	0.00	12,687.78