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ASSIGNMENT OF REAL ESTATE LEASE
AND AGREEMENT FOR SECURITY PURPOSES

KNOW ALL ME BY THESE PRESENTS: that CYNET, INC, its successors and assigns (hereinafter individually referred to as "Assignor"), for value received, grants, conveys, assigns, transfers, and delivers unto Douglas County Bank & Trust Co., its successors and assigns, (hereinafter referred to as "Assignee) the following property:

All of the rights, title and interest of the Assignor as Lessee pursuant to certain Lease Agreement dated October 18, 1991 by and between CYNET, INC. as Lessor and AUTO PROS MILLARD, INC. respectively as Lessee with right of survivorship as Lessee covering the property described below, and herein referred to as the "Lease".

All of Assignor's rights, title and interest in the property described in the Lease which is legally described as follows:

SEE ATTACHED LEGAL DESCRIPTION

1. Security Agreement. Assignor hereby grants Assignee a security interest in the Lease and all monies due or to become due Assignor thereunder.

2. Representation and Covenants: Assignor represents and covenants that:

(a) Assignor has good and lawful authority to lease sell, convey, assign and encumber the property and the Lease. Nothing contained in this Assignment shall impair, extinguish, satisfy, merge, or otherwise change the terms and provisions of any notes, mortgage, or liens held by the Assignee.

(b) The Lease arose from a bona fide contract. The Leases are genuine and enforceable.

THE ASSIGNOR COVENANTS FAITHFULLY TO OBSERVE AND PERFORM ALL OF THE OBLIGATIONS AND AGREEMENTS IMPOSED UPON THE ASSIGNOR AS THE LESSOR IN THE LEASE. THE ASSIGNEE DOES NOT BY THE ACCEPTANCE OF THIS ASSIGNMENT AGREE TO PERFORM ANY OF THE OBLIGATIONS OF THE ASSIGNOR UNDER THE LEASE CONTRACT.

3. Obligations Secured. This Assignment secures credit in the amount of TWO HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 (\$285,000.00). Loans and advances up to this amount together with interest are senior indebtedness of other creditors under

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Douglas County Bank & Trust Co.
6015 N.W. Radial Hwy.
Omaha, NE 68104-3492

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GEORGE J. BUGLEWICZ
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

subsequently recorded or filed mortgages and liens. Such credit includes a certain promissory note dated MARCH 9, 1992 in the principal sum of TWO HUNDRED EIGHTY-FIVE THOUSAND AND NO/100 (\$285,000.00), and interest thereon according to the terms of said note and any and all extensions, renewals, modifications, or substitutions thereof.

4. The Assignment shall not become operative unless default is made in the covenants, terms, and conditions of the note dated MARCH 9, 1992 or the Deed of Trust and Security Agreement of said note or the Leases referred to herein.

Signed this 9TH day of MARCH, 1992

CYNET, INC.

BY:

Ralph E. Tetrick, Jr.
RALPH E. TETRICK, JR., PRESIDENT

DOUGLAS COUNTY BANK & TRUST CO.

BY: *Stephen F. Robinson*
STEPHEN F. ROBINSON
SENIOR VICE PRESIDENT

State of Nebraska)
) ss.
County of Douglas)

The foregoing instrument was acknowledged before me on this 9TH day of MARCH, 1992, by RALPH E. TETRICK, JR., PRESIDENT OF CYNET, INC. on behalf of said Corporation.

Witness my hand and notarial seal at Omaha, Nebraska, in said County the date aforesaid.

My commission expires:



Stephen F. Robinson
Notary Public

Legal Description:

That part of Lot 6, Moritz Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as:

64-26280

Part of Lot 6, Moritz Plaza, located in the Southeast Quarter of Section 1, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the westerly right-of-way line of 137th Street and the Northerly right-of-way line of Millard Avenue; thence South $50^{\circ}48'17''$ West (assumed bearing) along said northerly right-of-way line of Millard Avenue, a distance of 385 feet, to a point on the westerly line of said Lot 6, Moritz Plaza, said westerly line also being the centerline of the West Papillion Creek; thence North $33^{\circ}16'12''$ West along said westerly line of Lot 6, Moritz Plaza and said centerline of the West Papillion Creek, a distance of 110 feet; thence northeasterly on a line parallel to the Northerly right-of-way line of Millard Avenue to a point on the westerly right-of-way line of 137th Street, 110 feet northwest of the point of beginning; thence South $40^{\circ}52'23''$ East along said westerly right-of-way line of 137th Street, a distance of 110 feet to the point of beginning.

Addendum to Building Lease dated October 18, 1991 between CYNET, Inc. (the "Landlord"), a Nebraska Corporation, whose mailing address is 6249 Oak Hills Plaza, Omaha, Nebraska 68137 and Auto Pros Millard, Inc., a Nebraska Corporation, whose address is 4841 S. 137th Street, Omaha, Nebraska 68137 ("Tenant").

In reference to Article 31, Special Provision, Paragraph 1, Tenant hereby acknowledges and agrees to waive the five (5) day cancellation clause provided for under this paragraph in order to expedite the construction of the project with the understanding that the total construction costs, land value, and actual costs for the project is \$510,000 or an additional \$10,000 over what was provided for in this paragraph. Tenant agrees to pay the additional \$10,000 as additional rent as provided for in Paragraph 1 of Article 31 and hereby acknowledges that the rent will be adjusted upward based on the formula as outlined in said paragraph.

Adjusted Basic Annual Rent is as follows:

1. For the period January 1, 1992 through May 31, 1993 the Basic Annual Rent shall be \$3,850.00 per month.
2. For the period June 1, 1993 through May 31, 1995 the Basic Annual Rent shall be \$5,100.00 per month.
3. For the period June 1, 1995 through December 31, 1996 the Basic Annual Rent shall be \$6,350.00 per month.
4. For the period January 1, 1997 through December 31, 2001 the Basic Annual Rent shall be \$5,100.00 per month multiplied by 50% of the Consumer Price Index increase from January 1, 1992 to January 1, 1997.
5. For the period January 1, 2002 through December 31, 2006 the Basic Annual Rent per month shall be the amount payable in paragraph 4 above (\$5,100.00 x 50% of C.P.I. increase) multiplied by 50% of the Consumer Price Index from January 1, 1997 to January 1, 2002.

TENANT:

AUTO PROS MILLARD, INC.

By: *Mark E. Anthony*

Its: President

Date: 10/30/91

WITNESS:

[Signature]

LANDLORD:

CYNET, INC.

By: *[Signature]*

Its: President

Date: 10/31/91

WITNESS:

[Signature]

BUILDING LEASE

BOOK 1004 PAGE 461

THIS BUILDING LEASE, made as of the 18 day of OCTOBER, 1991, between CYNET, INC., (the "Landlord"), a Nebraska corporation, whose mailing address is 6249 Oak Hills Plaza, Omaha, Nebraska 68137 and AUTO PROS MILLARD, INC., a Nebraska corporation, whose address is 4841 South 137th Street, Omaha, Nebraska 68137 ("Tenant").

WITNESSETH

Landlord and Tenant hereby agree as follows:

Demised Premises. Landlord hereby leases to Tenant and Tenant hereby hires and takes from Landlord the 5,040 gross square feet shell building (the "Building"), to be constructed by Landlord for Tenant's sole occupancy on the land containing approximately 41,400 square feet (the "Site"), 4870 South 137th Street, in the City of Omaha, County of Douglas, State of Nebraska, as more particularly depicted and legally described on Exhibit "A" attached hereto and by this reference incorporated herein. The Building shall be constructed by Landlord, at Landlord's sole cost and expense in accordance with the Plans and Specifications itemized on Exhibit "B" attached hereto and incorporated herein ("Landlord's Plans and Specifications"). The Building will include, but not by way of limitation, sewer, water and gas lines brought to the building, waste rough-in under the floor, roof and exterior windows, as shown on the Landlord's Plans and Specifications. Landlord's obligation for construction excludes tenant finish within the Building, which shall be the sole obligation of Tenant. Landlord shall deliver to Tenant completed building and site work, as shown on Landlord's Plans and Specifications, excluding trade fixtures and equipment and tenant finish itemized on Exhibit "E" attached hereto and by this reference incorporated herein (the "Tenant Finish"). The Building, the Site and the improvements now or hereafter constructed hereon are hereinafter referred to as the "Demised Premises." Landlord shall, at its expense, make application for Conditional Use Permit from City of Omaha to permit Tenant to use Building for automotive purposes.

TO HAVE AND TO HOLD the Demised Premises unto Tenant, its successors and assigns, upon and subject to all of the terms, covenants, conditions and agreements contained in this Lease for the term provided in Article 1 hereof, as the same may be extended pursuant to Article 1 hereafter.

ARTICLE 1

TERM OF LEASE

Tenant shall be given possession of the Building as early as possible during construction of the Building to begin construction of Tenant Finish. The term of this Lease shall be for a period of fifteen (15) years and shall commence (the "Commencement Date") upon the earlier of (i) thirty (30) days after substantial completion of the Building and parking in accordance with Landlord's Plans and Specifications, which is to occur on or before January 1, 1992 or (ii) when Tenant commences utilization of the Building for any of the purposes permitted in Article 3. At such time as the "Commencement Date" and "Term" are established, Landlord and Tenant shall execute an addendum to this Lease memorializing the Commencement Date and the inclusive dates of the Term.

For the purposes of this Lease, where necessary:

(i) the term "Lease Year" shall mean a period of twelve (12) months commencing on the Commencement Date and each twelve month period thereafter which commences on the anniversary date thereof; and

(ii) the term "Term" shall mean the period of fifteen (15) Lease Years commencing with the Commencement Date, as established by addendum to this Lease.

(iii) if the Commencement Date is other than the first day of the month, then such date shall be adjusted so that the Commencement Date is the first day of the next following month.

ARTICLE 2

BASIC ANNUAL RENT

(a) During the Term, Tenant shall pay to Landlord Basic Annual Rent in the amount set forth therefore in Exhibit "C" attached hereto.

(b) Basic Annual Rent shall be payable, in lawful money of the United States of America, without notice or demand and without abatement, deduction or setoff (except as otherwise specifically provided in this Lease), in advance in equal monthly installments commencing on the Commencement Date and thereafter on the first day of each calendar month during the Term hereof.

ARTICLE 3

USE OF THE DEMISED PREMISES

The Demised Premises may be used for "Under Car Service" and to install, service, remove, repair, and adjust all automotive parts and accessories, and for providing any automotive or truck services, or selling or distributing any automotive or truck parts or supplies. Any other use will be subject to Landlord's approval, which will not be unreasonably withheld; provided Landlord may hereafter grant exclusive rights to other tenants of Landlord within a radius of 400 feet, in which case Landlord may withhold approval of new intended use.

ARTICLE 4

OPERATING EXPENSES AND TAXES

(a) Except as otherwise provided in this Lease, Tenant shall be responsible for and make payment of all taxes, insurance, utilities, maintenance and any and all other operating expenses which are payable during the term of this Lease and are related to or properly allocated to the Demised Premises (the "Operating Expenses").

(b) As used in this Lease, "Operating Expenses" shall mean any and all actual costs, expenses, and disbursements of every kind and character in connection with the ownership, operation, maintenance, repair, replacement, and security of the Demised Premises and all related improvements and appurtenances thereto, which shall include, but not be limited to, the following:

real estate taxes and assessments; rent taxes; gross receipts taxes based upon the rent collected for the Demised Premises; water and sewer charges; license, permit and inspection charges; utilities; service contracts; labor; air conditioning and heating; supplies; materials; equipment; tools; security; garbage service; maintenance and upkeep costs of all parking areas, drives, lawns, trees, shrubbery and common areas; and the cost of contesting by appropriate proceedings increases in real estate taxes and assessments and the applicability to, or the validity of, any statute, ordinance, rule or regulation affecting the Demised Premises which might increase Operating Expenses; excluding only (i) latent defects appearing within four (4) years of Commencement Date, and (ii) non-conformities with Landlord's Plans and Specifications within time-limits shown on Exhibit "B". Landlord shall assign all roof, equipment and construction warranties to Tenant.

(c) The Basic Annual Rent provided to be paid by Tenant to Landlord under this Lease shall be net to Landlord, so that this Lease shall yield to Landlord the Basic Annual Rent specified during the Term, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Demised Premises shall be paid by Tenant, except as otherwise set forth elsewhere in this Lease.

(d) Any bills or statements rendered by one party to the other in order to effectuate the intent of this Article 4 shall be paid by the other within thirty (30) days after receipt. Upon request, the billing party shall promptly provide to the billed party supporting documentation reasonably satisfactory to the billed party.

(e) Amounts payable by Tenant as Operating Expenses and any other sums payable by Tenant to Landlord under this Lease, other than Basic Annual Rent, shall constitute Additional Rent. Landlord will have all the rights and remedies available to it for nonpayment of Additional Rent as it would have available hereunder for the nonpayment of any monthly installment of Basic Annual Rent.

(f) During the first and last years of the Lease Term, the real estate taxes for the Demised Premises shall be prorated, based upon the tax bills which first become delinquent during such years and the number of days of the Lease Term (during a year of 365 days) during such first and last Lease Years. Landlord shall pay any and all special assessments for special improvements installed or under construction prior to the commencement of the Lease Term. Tenant shall pay for any and all installments of special assessments for which it is responsible which come due during the Lease Term for special improvements installed after the commencement of the Lease Term.

ARTICLE 5

MECHANIC'S LIENS

If, in connection with any work done, or caused to be done by Tenant, any construction, mechanic's, materialman's or other liens, encumbrances or charges shall be filed or made against the Demised Premises, or any part thereof, Tenant, at Tenant's sole cost and expenses, within sixty (60) days after the filing of any such lien, encumbrance or charge, shall cause such any lien, encumbrance or charge to be cancelled and discharged of record, by bond

or otherwise. If Tenant shall fail, within said sixty (60) day period, to discharge any such lien, encumbrance or charge herein required to be discharged of record by Tenant, Landlord may, after notice, but shall not be obligated to, pay the same and such payment, together with interest thereon at an annual rate of Sixteen (16%) percent (the "Interest Rate") from the date of payment therefore by Landlord, shall immediately become due and payable by Tenant to Landlord as Additional Rent.

ARTICLE 6

COMPLIANCE WITH LAW

Landlord shall, at Landlord's sole cost and expense, promptly comply with all laws, ordinances, orders, rules and requirements of all federal, state and municipal authorities, and of any and all of their departments and bureaus, and of the local Board of Fire Underwriters or any other body hereafter constituted exercising similar functions ("Regulatory Bodies"), which now may be applicable to the initial construction of the Demised Premises and in accordance with the "Landlord's Plans and Specifications" itemized on Exhibit "B" attached hereto and by this reference incorporated herein.

Tenant shall, at Tenant's sole cost and expense, comply with all laws, ordinances, orders, rules and requirements of all federal, state and municipal authorities, and of any and all of their departments and bureaus, and of the local Board of Fire Underwriters or any other body hereafter constituted exercising similar functions, which, during the term of this Lease may be applicable to the construction of Tenant Finsh for the Demised Premises, or Tenant's use of the Demised Premises.

Landlord and Tenant shall each have the right to contest or review, by appropriate legal proceedings, in the name of Tenant, Landlord or both, but without cost or expense to the other party hereto, the validity of any such law, ordinance, order, rule or requirement; and if compliance therewith may legally be held in abeyance pending such contest, then Landlord or Tenant, as the case may be, may postpone compliance therewith until the final determination is made in said proceedings, including all appeals, provided that said proceedings shall be prosecuted by Landlord or Tenant, as the case may be, with diligence and dispatch. Landlord and Tenant each agree, at the request of the other party in said legal proceedings to sign, execute and deliver such instruments as may be necessary or appropriate to prosecute such proceedings.

ARTICLE 7

REPAIRS AND MAINTENANCE

(a) Landlord fully warrants to Tenant the construction of the Building (as defined on Page 1 of this Lease) against any and all defects of labor and materials for a period of one year from and after the Commencement Date ("Warranty Period") and agrees that it shall, at its sole cost and expense, promptly repair and/or replace any defective labor and/or materials which appear during the Warranty Period. Landlord shall repair or correct latent defects of which it is notified within four (4) years after Lease Commencement Date.

(b) Except as provided in Paragraph (a) above, Tenant shall, at Tenant's sole cost and expense, make all other repairs that are necessary to maintain the Demised Premises in good condition. Notwithstanding the provisions of this Article 7, Tenant shall not be required to make or bear the cost and expense of any repair to the extent insurance or condemnation proceeds are available pursuant to the provisions of Articles 8 and 11.

ARTICLE 8

INSURANCE

(a) Tenant shall procure and maintain at Tenant's sole cost, a policy or policies of all risk insurance against loss or damage to the Building in an amount equal to the full replacement value thereof (including the Tenant Finish) on a replacement cost basis with loss of rental income coverage in the amount of Basic Annual Rent and Additional Rent for a period of one year. Landlord shall be named additional insured and the holder of the first mortgage or the deed of trust upon the Demised Premises shall be named as Mortgagee under standard mortgage clause. Such insurance shall provide \$1,000.00 deductible and 80% coinsurance provision. All proceeds of such insurance in excess of \$50,000.00 shall be paid in trust to a Trustee located in Omaha, Nebraska, selected by Landlord (the "Insurance Trustee") and shall be disbursed in accordance with the provisions of Article 10.

(b) Tenant shall provide, at Tenant's sole cost, a policy or policies of comprehensive commercial general liability insurance in standard form, protecting Landlord and Tenant against any and all liability arising out of the use and occupancy of the Demised Premises, such insurance to afford minimum protection of \$2,000,000.00 with respect to personal injury or death of any one person, \$5,000,000.00 with respect to personal injury or death occurring or resulting from one accident or disaster and \$2,000,000.00 with respect to destruction of or damage to property. Such insurance shall be provided on an occurrence basis.

(c) All insurance provided for in this Article 8 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of Nebraska. Each policy of insurance shall have attached thereto an endorsement that such policy shall not be cancelled or materially changed without at least thirty (30) days' prior written notice to Landlord, Tenant and any first mortgagee of the Demised Premises, and that no act or thing done by Landlord or Tenant shall invalidate the policy as against the other or any first mortgagee of the Demised Premises. Following the procuring of the initial and renewal policies by Tenant, at Tenant's expense, Tenant shall deliver certificates thereof (with receipts or other evidence satisfactory to Landlord of full payment of the premiums thereon); and thereafter, not less than thirty (30) days prior to the expiration of each insurance policy required to be furnished pursuant hereto, Tenant shall deliver to Landlord a renewal certificate thereof (together with receipts or other evidence satisfactory to Landlord of full payment of the premiums thereon). Tenant and Landlord shall cooperate with each other in expediting and obtaining of insurance recoveries. All such insurance shall also contain such other endorsements as any first mortgagee of the Demised Premises shall reasonably request.

(d) Any insurance provided for in this Article 8 may be effected by a policy or policies of blanket insurance, provided, however, that the amount of the total insurance allocated to the Demised Premises shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required and provided, further, that in all other respects, every such policy or policies shall comply with the other provisions of this Lease.

(e) Landlord and Tenant hereby agree to waive any and all claims against the other to the extent that insurance proceeds are available with respect to such claims.

(f) If Tenant fails to procure insurance provided for in this Article 8, then Landlord may procure same at Tenant's sole cost and as an operating expense of the Demised Premises

ARTICLE 9

UTILITIES

All utilities to the Demised Premises shall be placed in the name of Tenant on the Commencement Date. Tenant shall pay to the public utility companies for the utilities furnished to the Demised Premises subsequent to such date.

ARTICLE 10

OCCURRENCE OF CASUALTY

(a) If the Building is substantially (more than forty percent [40%] of the gross square feet) or totally destroyed by fire or any other casualty during the term of this Lease, Tenant, at its option, may cancel this Lease by notice given to Landlord within thirty (30) days after the occurrence of such fire or other casualty, and if such notice be given, this Lease shall expire as of the date of the occurrence of such fire or other casualty. If this lease shall be so cancelled:

(i) all fire insurance proceeds attributable to the damage to, or destruction of, the Building shall be paid to Landlord, as Landlord's sole and absolute property; and all insurance proceeds attributable to damage to, or destruction of, the Tenant Finish and Improvements shall be paid to Tenant, as Tenant's sole and absolute property;

(ii) Basic Annual Rent and all Additional Rent to be paid by Tenant under this Lease shall terminate, be completely abated and be apportioned as of the date of such fire or other casualty; and

(iii) Tenant shall, if requested by Landlord in a written notice from Landlord to Tenant ("Removal Notice") given within thirty (30) days following receipt of Tenant's cancellation notice, remove all or such part of the Tenant Finish and Improvements and/or debris resulting from such fire or other casualty as Landlord shall have so designated to Tenant in the Removal Notice.

(b) If the Building is damaged by fire or other casualty to an extent which is not substantial, as defined in (a) above, or if Tenant shall not exercise Tenant's right to cancel this Lease after a substantial or total destruction, then the insurance proceeds in excess of \$50,000.00, covering the Building and the Tenant Improvements shall be disbursed by the Insurance Trustee to Landlord as follows:

(i) if more than twenty-four (24) months remain on the current Lease Term at the time of the casualty, Landlord promptly shall rebuild, repair and reconstruct the Building and the Tenant Improvements to a condition at least equal in quality to their condition immediately prior to the damage or destruction and, in the event of default of prompt repair and reconstruction to said condition by Landlord, Tenant may conduct the repair and reconstruction at the expense of and for the account of Landlord. However, if less than twenty-four (24) months remains on the Lease Term at the time of the casualty and Tenant directs Landlord to rebuild, repair or reconstruct, Tenant must renew the term of this Lease for a minimum period of ten (10) years, including the unexpired portion of the current Lease Term. The Basic Annual Rent during the ten (10) year Renewal Term shall be at the rate negotiated, in good faith, by Landlord and Tenant; if Landlord and Tenant do not agree on Renewal Term Basis Annual Rent, Tenant may cancel this Lease, and Landlord may retain the insurance proceeds;

(ii) subject to the qualification set forth below in the second sentence of Subparagraph 10(b)(iv), the insurance proceeds shall be applied by the Insurance Trustee in reimbursement of Landlord or Tenant, as the case may be, for the cost of repair and reconstruction, as the same progressed;

(iii) any excess insurance proceeds attributable to damage to or destruction of the Building not required to rebuild, repair or reconstruct the Building may be retained by Tenant; and any excess insurance proceeds attributable to damage to or destruction of the Tenant Improvements may be retained by Tenant;

(iv) insurance proceeds, if any, attributable to damage to or destruction of "Tenant's Property," as defined in Article 13, shall be paid to Tenant as Tenant's sole and absolute property; and

(c) If the Building is damaged by fire or other casualty to an extent which is not substantial, as defined in (a) above, or if Tenant shall not exercise Tenant's right to cancel this Lease after a substantial or total destruction, and the insurance proceeds payable in respect of such fire or other casualties is less than \$50,000.00, then such insurance proceeds, covering the Building and the Tenant Improvements shall be paid to the Tenant and Tenant shall restore, to the extent practicable, the Building and Tenant Improvements to a condition at least equal in quality

to their condition immediately prior to the damage or destruction.

ARTICLE 11

CONDEMNATION

(a) If (i) all or substantially all of the Building or (ii) more than 20% of parking spaces, subject to provisions of paragraph (d) below, or (iii) if access to and from Millard Avenue shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, then:

(i) this Lease shall terminate as of the date of vesting of title in the taking authority;

(ii) Tenant shall be entitled to assert or claim against the taking authority for all moving and relocation expenses and to that portion of the award relating to the value of its personalty, fixtures, furniture and equipment;

(iii) Basic Annual Rent and all Additional Rent to be paid by Tenant under this Lease shall terminate and be apportioned as of the date title vests in the taking authority.

(b) If (i) a portion but less than substantially all of the Building, or (ii) 20% or less of the parking spaces shall be taken for any public or quasi-public purpose by any lawful power or authority by this exercise of the right of condemnation or eminent domain, and this Lease shall not be cancelled, and, then:

(1) Basic Annual Rent shall be equitably reduced, as of the date title vests in the taking authority, in that proportion which the value of the Demised Premises so taken bears to all of the Demised Premises, and Landlord shall apply condemnation proceeds (less expenses) to restoration of the Demised Premises to the condition which existed prior to such condemnation to the extent architecturally practicable.

(c) If as a result of a taking of parking spaces pursuant to subsection (b) above, the number of parking spaces remaining after such taking is not sufficient to meet applicable City codes, this Lease shall terminate unless the Landlord obtains within sixty (60) days of such taking an appropriate waiver of such City codes from the appropriate governmental authority.

(d) If parking spaces taken are in excess of twenty percent (20%) of applicable code requirements, notwithstanding granting of appropriate waiver of City code, Tenant, at its option, may terminate this Lease

ARTICLE 12

ALTERATIONS

Tenant may install, remove and/or reinstall Tenant Finish in the Demised Premises and make nonstructural interior alterations, additional installations, substitutions, improvements and decorations (collectively, "Alterations") in and to the Demised Premises, subject only to the following conditions:

(a) any Alterations shall be made at Tenant's sole cost and expense;

(b) by value and structural integrity of the Demised Premises shall not be adversely affected thereby;

(c) any Alterations shall be performed in a good workmanlike manner and in compliance with all applicable laws, requirements of governmental authorities having jurisdiction and insurance requirements;

(d) Tenant, at its sole cost and expense, shall cause its contractors to maintain builder's risk insurance and such other insurance (including, without limitation, workers compensation insurance) as is then customarily maintained for such work, all with insurers licensed by the State of Nebraska.

ARTICLE 13

TENANT'S PROPERTY

The fixtures, equipment, improvements and appurtenances attached to, or built into the Demised Premises at the Commencement Date or during the term hereof by Tenant shall become the property of Landlord upon installation thereof. All movable paneling, partitions and business and trade fixtures, including Tenant's property listed on Exhibit "E", and office equipment which are installed in the Demised Premises by Tenant, and all furniture, furnishing and other articles of movable personal property owned by Tenant and located in the Demised Premises (all of which are hereinafter referred to as "Tenant's Property") shall belong to Tenant, may be removed by Tenant at any time during the term hereof, and shall be removed by Tenant at the end of the term hereof. Tenant shall repair any damage resulting from removal of Tenant's Property and restore the Demised Premises to its condition as existing prior to their installation, ordinary wear and tear excepted. Any items of Tenant's Property not so removed shall be deemed abandoned and retained by Landlord as its property.

ARTICLE 14

ASSIGNMENT; SUBLETTING

Tenant may at any time assign this Lease or sublet the Demised Premises, or any part thereof, without the consent of Landlord, except that as a condition to such assignment or subletting:

(a) Tenant agrees that it shall remain primarily liable for the payment, observance and performance of all terms, covenants, conditions and agreements of Tenant under this Lease not cured within applicable grace and/or notice periods;

(b) at least twenty (20) days prior to the effective date of any such sublease or assignment, a duplicate original executed copy thereof must be delivered to Landlord; and

(c) the sublessee or assignee must possess net worth equal to that of Tenant; and

(d) any such sublease or assignment must provide that the sublessee or assignee assumes and agrees to pay and perform all terms, covenants, conditions and agreements of the obligations of Tenant under this Lease including, but not limited to, any amounts owing as of the date of such subletting or assignment.

ARTICLE 15

DEFAULT; CONDITIONAL LIMITATION

(a) If Tenant shall remain in default in the performance or observance of any of the terms, covenants, conditions and agreements herein for thirty (30) days after notice by Landlord specifying the default, or if such default is of a nature such that it cannot practicably be cured within said thirty (30) day period and Tenant fails within said thirty (30) day period to commence with due diligence the curing of said default and thereafter prosecute and complete with due diligence and dispatch the curing of such default, then Landlord may, at its option, and in addition to any of the remedies provided by law or equity, terminate this Lease by giving notice to Tenant stating that this Lease shall terminate on the date specified in such notice, which date shall be no earlier than twenty (20) days after the receipt by Tenant of said notice. Upon the date specified in such notice, unless Tenant shall have cured such default, this Lease shall terminate as if that date were the date herein originally fixed for the expiration of the term hereof, and Tenant shall thereupon quit and peacefully surrender the Demised Premises to Landlord, and Landlord on said date, or at the time thereafter, may re-enter the Demised Premises and remove all persons and property therefrom, either by summary proceedings or by any suitable action or proceeding at law, without being liable to indictment, prosecution or damages therefore, and may have, hold and enjoy the Demised Premises free from any estate or interest of Tenant therein.

(b) (i) If Landlord shall obtain possession of the Demised Premises by reason of any default of Tenant not cured beyond applicable grace and notice periods, whether or not Landlord has elected to terminate this Lease, Tenant shall pay to Landlord in equal monthly installments over the remaining term of the Lease all expenses reasonably incurred by Landlord in obtaining possession, in putting the Demised Premises in good order and condition, and in reletting the same, and Tenant agrees to pay as damages to Landlord, upon the monthly rent payment dates following any termination of this Lease by reason

of a default of Tenant hereunder beyond applicable grace and notice periods until the end of the period which would have constituted the terms hereof, the sums of money (on an unaccelerated basis) which would have been payable by Tenant as Basic Annual Rent during such period, deducting therefrom only the amount of rent, if any, which Landlord shall actually receive (net of all reasonable expenses paid out by Landlord during the period preceding each payment date in the meantime from and by any reletting of the Demised Premises), and Tenant shall be, and remain, liable for all of the aforesaid sums as well as for any deficiency therein; and Landlord shall have the right, from time to time, to bring and maintain successive actions or other legal proceedings against Tenant for the recovery of any deficiencies or damages or for sums equal to any installment or installments of Basic Annual Rent and to recover such sums upon the liability of Tenant herein provided, which liability it is expressly covenanted shall survive the issuance of any warrant or dispossession or other termination of this Lease. In reletting the Demised Premises as aforesaid, Landlord may make leases and lettings of the whole or less than the whole of the Demised Premises, for a term or terms greater or less than the term hereof, and for a rental or rentals and upon such terms, conditions, covenants, agreements and provisions as Landlord may reasonably elect.

(ii) Notwithstanding the provisions of Subparagraph (i) above, for the purposes of determining any claim of Landlord against Tenant under this Subparagraph 15(b):

(a) in the event that a replacement lease of the Demised Premises extends beyond the current term of this Lease, the expenses incurred by Landlord described in (i) above shall be deemed to be amortized over the initial term of the replacement lease; and

(b) the monthly payments payable by Tenant to Landlord (whether for deficiency in rent, expenses or otherwise) under this Paragraph 15(b) shall be limited to one-twelfth of Tenant's current Basic Annual Rent at the time of Tenant's default.

ARTICLE 16

SELF-HELP

(a) If Tenant shall default beyond applicable grace and notice periods in the performance of any term, covenant, condition or agreement on Tenant's part to be performed hereunder, Landlord may perform the same for the account and at the expense of Tenant, without notice if an emergency exists, or if no emergency exists, on thirty (30) days' notice to Tenant, and all costs and expenses paid or incurred by Landlord in curing such default shall be deemed Additional Rent hereunder and shall be due and payable by Tenant to Landlord upon demand together with interest at the Interest Rate (as defined in Article 5). In the event of any emergency, Landlord shall give Tenant prompt notice of any action taken by Landlord pursuant to this Paragraph (a) and shall incur only such costs and expenses as are necessary to meet the emergency; no additional costs or expenses shall be incurred which are not necessary to meet the emergency until Landlord shall have given Tenant thirty (30) days' notice of default as hereinabove provided in this Paragraph (a).

(b) If Landlord shall default beyond applicable grace and notice periods, in the performance of any term, covenant, condition or agreement on Landlord's part to be performed hereunder, Tenant may perform the same for the account and at the sole cost and expense of Landlord, without notice if any emergency exists, or, if no emergency exists, on thirty (30) days' notice to Landlord, and all costs and expenses paid or incurred by Tenant in curing such default shall be paid by Landlord to Tenant upon demand together with interest at the Interest Rate. In the event of an emergency, Tenant shall give Landlord prompt notice of any action taken by Tenant pursuant to this Paragraph (b) and shall incur only such costs and expenses as are necessary to meet the emergency; no additional costs or expenses shall be incurred which are not necessary to meet the emergency until Tenant shall have given Landlord thirty (30) days' notice of default as hereinabove provided in this Paragraph (b). The giving of notice by Tenant as required herein shall not be applicable to an emergency, including significant business interruption, due to default of Landlord.

ARTICLE 17

REMEDIES

In the event of a breach, or a threatened breach, by Tenant or Landlord of any of the terms, covenants, conditions or agreements hereof, Landlord or Tenant, as the case may be, shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity or by statute or otherwise as if specific remedies were not herein provided.

The rights and remedies given to Landlord and Tenant in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by Landlord or Tenant, shall be deemed to be in exclusion of any of the others herein or now or hereafter existing by law or in equity or by statute or otherwise. The exercise, or beginning of the exercise, by Landlord or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or Tenant of any or all other rights or remedies.

No acceptance of moneys by Landlord from Tenant after the cancellation or termination hereof in any lawful manner shall reinstate, continue or extend the term hereof, or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to recover possession of the Demised Premises by proper suit, action, proceeding or other remedy.

ARTICLE 18

QUIET ENJOYMENT

Landlord covenants that Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises, and all parts thereof, for the term hereby granted, subject to the terms and provisions hereof.

ARTICLE 19

LANDLORD'S RIGHT OF ACCESS AND INSPECTION

Landlord, and Landlord's authorized agents and employees, may from time to time, during normal business hours and upon reasonable advance notice to Tenant, enter the Demised premises and inspect the same or exhibit the same to prospective purchasers, tenants or mortgagees, provided that no such entry or inspection shall interfere with the conduct of Tenant's activities in the Demised Premises. In case of emergency, Landlord and Landlord's authorized agents and employees may enter the Demised Premises and inspect the same at any time without notice.

ARTICLE 20

ESTOPPEL CERTIFICATES; SUBORDINATION AND ATTORNMENT

(a) Each party hereto agrees that at any time, and from time to time during the term of this Lease, within ten (10) business days after request by the other party thereto, it will execute, acknowledge and deliver to such other party, or any prospective purchaser, assignee or mortgagee designated by such other party, a certificate stating:

(i) that this Lease is unmodified and in force and effect, or if there have been modifications, that the same is in force and effect, as modified, and identifying the modification agreements;

(ii) the date to which Basic Annual Rent has been paid;

(iii) whether or not Tenant has exercised any of Tenant's extension privileges and, if so, identifying them;

(iv) whether or not there is any existing default by Tenant in the payment of any rent or other sum of money hereunder and whether or not there is any other existing default by either party hereto with respect to which a notice of default has been served, and if there is any such default, specifying the nature and extent thereof; and

(v) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate to the best of its knowledge.

(b) This Lease, and all of Tenant's rights under this Lease, as tenant, or otherwise, including, but not limited to any rights of first offer, rights of first refusal and options to lease, are subject and subordinate to any ground lease or underlying lease, first mortgage, first deed of trust or other first lien encumbrance or indenture, together with any renewals, extensions, modifications, consolidations, and replacements of them, which now or at any subsequent time affect the Premises, any interest of Landlord in the Demised Premises, or Landlord's interest in this Lease and the estate created by this Lease (except to the extent that any such instrument expressly provides that

this Lease is superior to it), PROVIDED THAT so long as Tenant shall pay when due, such rent and impositions and otherwise perform such other tenant obligations a set forth in this Lease, or so long as Tenant shall cure any failure to so pay or so to perform within the applicable grace periods, if any, set forth in this Lease after notice, if any is required under this Lease, then:

(1) the Tenant shall not be joined as an adverse or party defendant in any action or proceeding which may be instituted or commenced by the Mortgagee to foreclose or enforce the Mortgage;

(2) the Tenant shall not be evicted from the Demised Premises, nor shall any of the Tenant's rights to use and possession under this Lease be affected in any way by reason of the subordination or any modification of or default under the Mortgage; and

(3) Tenant's leasehold estate under this Lease shall not be terminated or disturbed during the term of the Lease by reason of any default under the Mortgage.

(c) In the event that the holder (collectively, a "Mortgagee") of any ground lease or underlying lease, mortgage, deed of trust or other lien, encumbrance or indenture (collectively, a "Mortgage") succeeds to the rights of Landlord under this Lease, whether through foreclosure, the acceptance of a deed in lieu of foreclosure or any possession, surrender, assignment, judicial action or any other action taken by Mortgagee, Tenant agrees that it shall:

(1) attorn to, and be liable to and recognize Mortgagee or such other party (or such person as Mortgagee or such other party may direct) as Tenant's new Landlord for the balance of the term of the Lease, upon and subject to all the terms and conditions of this Agreement and of this Lease. Such successor in interest will not be bound by:

(1) any payment of rent for more than one month in advance;

(2) any amendment or modification of this Lease made without its written consent, which

i. shortens the term of this Lease; or

ii. modifies any economic obligation or burden imposed upon Tenant hereunder; or

iii. imposes any additional economic obligation or burden on Landlord or the Demised Premises not already contained in this Lease; or

iv. permits any structural modification to the Building.

(3) any claim against Landlord arising prior to the date on which such successor succeeded to Landlord's interest, unless such claim is a continuing claim (i.e., construction defects, fault HVAC, plumbing, etc.); and

(ii) thereafter make payments of rent (minimum, basic, additional or otherwise) to Mortgagee or such other party, and otherwise perform all of the Tenant's obligations set forth in this lease; PROVIDED THAT so long as Tenant shall pay when due, such rent and impositions and otherwise perform such other tenant obligations as set forth in this Lease, or so long as Tenant shall cure any failure to so pay or so to perform within the applicable grace periods, if any, set forth in this Lease after notice, if any is required under this Lease, then:

(1) the Tenant shall not be joined as an adverse or party defendant in any action or proceeding which may be instituted or commenced by the Mortgagee to foreclose or enforce the Mortgage;

(2) the Tenant shall not be evicted from the Demised Premises, nor shall any of the Tenant's rights to use and possession under this Lease be affected in any way by reason of the subordination or any modification of or default under the Mortgage; and

(3) Tenant's leasehold estate under this Lease shall not be terminated or disturbed during the term of the Lease by reason of any default under the Mortgage.

(d) The provisions of Paragraphs (b) and (c) above will be self-operative and no further instruments of subordination will be required in order to effect it. Nevertheless, Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, such documents as may be reasonably requested by Landlord, any ground Landlord or underlying lessor or any mortgagee, or any holder of a deed of trust or other instrument described in this Paragraph, to confirm or effect any such subordination, provided that such instrument also contains nondisturbance provisions reasonably acceptable to Tenant and do not limit or reduce Tenant's rights under this Lease or change Landlord's obligation thereunder.

(e) Upon request by such successor in interest and without cost to Landlord or such successor in interest, Tenant will execute, acknowledge, and deliver such reasonable instrument or instruments confirming the attornment, provided such instrument or instruments also contains nondisturbance provisions reasonably acceptable to Tenant. The instrument of attornment and nondisturbance will also provide that such successor in interest will not disturb Tenant in its use of the Demised Premises in accordance with this Lease.

ARTICLE 21

UNAVOIDABLE DELAYS

If any act to be performed by either Landlord or Tenant shall be required to be performed by a particular date or within a particular period of time, and performance of the act shall be delayed by strikes, fire or other casualties, governmental preemption, unavailability of materials, natural disasters, acts of God or other causes not within the control of the party obligated to perform the act, then the date by which or the period of time within which the required act must be performed shall be extended by the number of days during which such cause of delay shall continue, but not longer than 120 days in any event.

ARTICLE 22

BROKERAGE

Landlord and Tenant each represents to the other party that, except for Mega Corporation, neither has dealt with any broker in connection with this Lease or the transaction of which this Lease is a part; and Landlord acknowledges that Landlord shall be solely responsible for payment of an agreed upon real estate commission to Mega Corporation in connection with this Lease. Landlord and Tenant shall each indemnify the other from and against any and all damages, claims and expenses (including, without limitation, reasonable attorneys' fees) arising out of the breach on their respective parts of the agreements and representations contained in this Article 22.

ARTICLE 23

NO ACCEPTANCE OF SURRENDER

No act or thing done by Landlord or Landlord's agents or employees during the term of this Lease shall be deemed an acceptance of the surrender of this Lease or of the Demised Premises, unless such acceptance of surrender be in writing and signed by Landlord.

ARTICLE 24

QUIT AND SURRENDER; HOLDOVER

Tenant shall, on the last day of the term of this Lease, or upon any sooner termination of this Lease, surrender and deliver to Landlord the Demised Premises in good order and repair, except for reasonable wear and tear.

If Tenant remains in possession of the Demised Premises, or any part thereof, after termination of Lease, with or without the express written consent of Landlord, such occupancy shall constitute a tenancy from month-to-month at a rental in the amount of 150% of the Basic Annual Rent for the month preceding the commencement of the month-to-month tenancy, plus all other charges payable hereunder, and upon all the terms and conditions hereof applicable to a month-to-month tenancy.

ARTICLE 25

NOTICES

Any notice or other communication which either party hereto shall desire or be required to give pursuant to the provisions of this Lease shall be in writing and shall be sent to the other party hereto at such party's address above mentioned or to such other address as may be designed by such other party by notice in writing sent as provided in this Article 25 and shall be deemed given when given in any one of the following three (3) ways:

- (a) when receipted for by the party to whom addressed;
- or
- (b) the next business day following service by over-night mail; or
- (c) the third (3rd) business day following the deposit in U.S. mail, postage prepaid, certified, return receipt requested.

Bills or expense statements may be delivered by ordinary mail. Notices by or on behalf of a party may be sent or signed by such party's counsel. Notices addressed to Tenant shall be sent to the attention of:

Mark Anthony, President
Auto Pros Millard, Inc.
4841 South 137th Street
Omaha, Nebraska 68137

Duplicate copies of all notices to Tenant shall also be sent to the Tenant at the Demised Premises.

Notices addressed to Landlord shall be sent to the attention of:

R. E. Tetrick, Jr., President
CYNET, INC.
6249 Oak Hills Plaza
Omaha, Nebraska 68137

ARTICLE 26

TENANT FINISH

The Demised Premises shall be delivered to Tenant completed in accordance with Landlord's Plans and Specifications (itemized in Exhibit "B" attached hereto and by this reference incorporated herein). Tenant shall, at its sole cost and expense, design and install trade fixtures and Tenant Finish in accordance with the Plans and Specifications itemized on Exhibit "E" attached hereto and by this reference incorporated herein and in accordance with the provisions of Article 12 of this Lease, entitled "Alterations".

The term "Tenant Finish" shall include all those improvements, fixtures and finishes to be installed in the Demised Premises to meet the needs of Tenant, whether or not installed by Tenant's general contractor, by Tenant or otherwise. It shall include office partition walls; carpet and wall coverings; light fixtures, doors, hardware, cabinets and millwork; all electrical wiring, ductwork and controls for heat pump units; general labor and clean up related to Tenant Finish; professional services including, but not limited to, planning, architectural and engineering; and installations and fittings.

Tenant shall have the right to participate in placement of the electrical connections of the Building and other considerations which may impact the Tenant improvement costs associated with the Building, provided that Landlord need not delay construction of the Building waiting for Tenant to provide such information.

ARTICLE 27

SIGNAGE

Tenant is hereby authorized, at Tenant's cost and expense, to design, install and maintain signage, selected and designed by Tenant, which signage must be in conformance with all applicable governmental zoning and building regulations, laws and ordinances and submitted to Landlord for its prior written approval, which shall not be unreasonably withheld or delayed.

ARTICLE 28

INDEMNIFICATION

(a) Tenant will indemnify Landlord, its agents, and employees against, and hold Landlord, its agents, and employees harmless from, any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses (including, without limitation, attorneys' fees and court costs) incurred in connection with or arising from each of the following, except to the extent the same was caused by the negligence of Landlord, its agents or employees:

(i) the use or occupancy of the Demised Premises by Tenant or any person claiming under Tenant;

(ii) any activity, work, or thing, done or permitted or suffered by Tenant in or about the Premises;

(iii) any acts, omissions, or negligence of Tenant or any person claiming under Tenant or the contractors, agents, employees, invitees, or visitors of Tenant or any such person;

(iv) any breach, violation or nonperformance by Tenant, any person claiming under Tenant or the employees, agents, contractors, invitees, or visitors of Tenant, or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or

(v) (except for loss of use of all or any portion of the Demised Premises or Tenant's property located within the Premises which is proximately caused by or results proximately from the negligence of Landlord), any injury or damage to the person, property, or business of Tenant, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of Tenant.

If any action or proceeding is brought against Landlord, its employees, or agents by reason of any such claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

(b) Landlord will indemnify Tenant, its agents, and employees against, and hold Tenant, its agents, and employees harmless from, any and all demands, claims causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses (including, without limitation, attorneys' fees and court costs) incurred in connection with or arising from each of the following, except to the extent the same was caused by the negligence of Tenant, its agents or employees:

(i) any activity, work, or thing, done or permitted or suffered by Tenant in or about the Premises;

(ii) any acts, omissions, or negligence of Landlord or any person claiming under Landlord or the contractors, agents, employees, invitees, or visitors of Landlord or any such person;

(iii) any breach, violation or nonperformance by Landlord, any person claiming under Landlord or the employees, agents, contractors, invitees, or visitors of Landlord, or any such person of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or

(iv) (except for loss of use of all or any portion of the Demised Premises or Landlord's property located within the Premises which is proximately caused by or results proximately from the negligence of Tenant), any injury or damage to the person, property, or business of Landlord, its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises under the express or implied invitation of Landlord.

If any action or proceeding is brought against Tenant, its employees, or agents by reason of any such claim, Landlord, upon notice from Tenant, will defend the claim at Landlord's expense with counsel reasonably satisfactory to Tenant.

ARTICLE 29

LANDLORD'S ENVIRONMENTAL REPRESENTATIONS
AND INDEMNITY

(a) Definitions. As used in this Article 29, the following terms shall have the following meanings:

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended from time to time (42 U.S.C. §§9601 et seq.)

"Code" means any applicable present and future state and local law, rule, regulation or ordinance, as amended from time to time.

"Environmental Activity" means any of the following resulting from acts of Landlord or persons acting for or on behalf of Landlord: any actual, proposed or threatened storage, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance from, under, into or on the Demised Premises or otherwise relating to the Demised Premises or the Use of the Demised Premises, or any other activity or occurrence that causes or would cause any such event to exist.

"Environmental Requirements" means all present and future federal, state and local laws (including CERCLA and the applicable provisions of the Code and regulations promulgated thereunder), rules, regulations, authorizations, judgments, decrees, concessions, grants, franchises, agreements and other governmental restrictions and other agreements relating to the environment or to any Hazardous Substance or Environmental Activity.

"Hazardous Substance" means, at any time, (a) any "hazardous substance" as defined in §101(14) of CERCLA (42 U.S.C. §9601(14)) or applicable sections of the Code at such time; (b) any "hazardous waste," "infectious waste" or "hazardous material" as defined in applicable sections, if any of the Code at such time; (c) any additional substances or materials which at such time are classified or considered to be hazardous or toxic, or otherwise regulated under the laws of the state in which the Property is located or any other applicable laws, rules or regulations relating to the Demised Premises; and (d) any substance or material listed in the U.S. Department of Transportation Table (49 C.F.R. 172.101) and amendments thereto from time to time.

"Indemnitee" means Tenant and their respective subsidiaries, directors, officers, agents, attorneys, employees, successors and assigns.

"Use" means use, ownership, development, construction, maintenance, management, operation or occupancy.

(b) Representations and Warranties of Landlord. Landlord represents and warrants to Tenant that as of the Commencement Date: (a) (i) Landlord's purchase, construction and development of the Premises is in compliance in all respects with all applicable Environmental Requirements relating to the Demised Premises and the Use of the Demised Premises; and (ii) Landlord is in compliance in all respects with all applicable Environmental Requirements relating to the Demised Premises and the Use of the Demised Premises, and Landlord has not engaged in any Environmental Activity, nor to the best knowl-

edge of Landlord has any Environmental Activity otherwise occurred, in violation of any applicable Environmental Requirements; (b) no investigations, inquiries, orders, hearings, actions or other proceedings by or before any governmental agency are pending or, to the best knowledge of Landlord, threatened in connection with any Environmental Activity or alleged Environmental Activity; (c) Landlord has no liability, absolute or contingent, in connection with any Environmental Activity; (d) Landlord has not engaged in any Environmental Activity and, to the best knowledge of Landlord, no Environmental Activity has otherwise occurred, and no notice, order, directive, complaint or other communication, written or oral, has been made or issued by any governmental agency or other person, entity or agency alleging the occurrence of any Environmental Activity in violation of any Environmental Requirements.

(c) Indemnity by Landlord. Landlord shall indemnify, defend and save and hold harmless each Indemnitee from and against any and all losses, liabilities, damages, costs and expenses, and the reasonable fees and disbursements of the Indemnitee's legal counsel suffered or incurred by any Indemnitee as a result of any of the following: (i) the occurrence of any Environmental Activity or any failure of Landlord or any other person to comply with all applicable Environmental Requirements relating to the Demised Premises or the Use of the Demised Premises prior to the Commencement Date; (ii) any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency which has resulted or is alleged to have resulted directly or indirectly from any Environmental Activity relating to the Demised Premises or Use of the Demised Premises; (iii) any failure of any representation or warranty of Landlord set forth in (b) above to be correct in all respects as of the date of this Lease; (iv) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (i) through (iii) of this Paragraph (c) or any allegation of any such matters.

(d) Costs and Expenses. Landlord shall pay to each Indemnitee all reasonable costs and expenses (including the reasonable fees and disbursements of Indemnitee's legal counsel) incurred by any Indemnitee in connection with this Article 29 or the enforcement of the terms of This Article 29.

Part Two

TENANT'S ENVIRONMENTAL REPRESENTATIONS AND INDEMNITY

(a) Definitions. The definitions appearing above in Paragraph (a) of Part One (Landlord's Environmental Representations and Indemnity) are incorporated herein by reference.

(b) Representations and Warranties of Tenant. Tenant represents and warrants to Landlord that as of the Commencement Date: (a) Tenant is in compliance in all respects with all applicable Environmental Requirements relating to (i) the Tenant Improvements it has installed in the Demised Premises and (ii) Tenant's use of the Demised Premises, and Tenant has not engaged in any Environmental Activity, nor had Tenant engaged in any Environmental Activity in the Demised Premises in violation of any applicable

Environmental Requirements; (b) no investigations, inquiries, orders, hearings, actions or other proceedings by or before any governmental agency are pending or, to the best knowledge of Tenant, threatened in connection with any Environmental Activity or alleged Environmental Activity by Tenant; (c) Landlord has no liability, absolute or contingent, in connection with any Environmental Activity which is solely the environmental activity of Tenant; (d) Tenant has not engaged in any Environmental Activity and, to the best knowledge of Tenant, no Environmental Activity has otherwise occurred, and no notice, order, directive, complaint or other communication, written or oral, has been made or issued by any governmental agency or other person, entity or agency alleging the occurrence of any Environmental Activity in violation by Tenant of any Environmental Requirements. Any representation of Tenant hereunder shall be deemed abrogated if such representation is incorrect and such incorrectness results from the act of Landlord which would constitute an Environmental Activity of Landlord under Part One above.

(c) Indemnity by Tenant. Tenant shall indemnify, defend and save and hold harmless each Indemnitee from and against any and all losses, liabilities, damages, costs and expenses, and the reasonable fees and disbursements of the Indemnitee's legal counsel suffered or incurred by any Indemnitee as a result of any of the following: (i) the occurrence of any Environmental Activity by Tenant or any failure of Tenant or any other person acting on behalf of Tenant to comply with all applicable Environmental Requirements relating to the Demised Premises or the Use of the Demised Premises; (ii) any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency which has resulted or is alleged to have resulted directly or indirectly from any Environmental Activity of Tenant relating to the Demised Premises or Use of the Demised Premises by Tenant; (iii) any failure of any representation or warranty of Tenant set forth in (b) above to be correct in all respects as of the date of this Lease; (iv) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (i) through (iii) of this Paragraph (c) or any allegations of such matters.

(d) Interpretive Provision. Notwithstanding anything contained in this Article to the contrary, nothing herein shall preclude the use by Tenant or presence in the Building of those uses permitted herein.

(e) Costs and Expense. Tenant shall pay to each Indemnitee all reasonable costs and expenses (including the reasonable fees and disbursements of Indemnitee's legal counsel) incurred by any Indemnitee in connection with this Article 29 or the enforcement of the terms of this Article 29.

ARTICLE 30

RIGHT OF FIRST REFUSAL TO PURCHASE

During the Lease Term:

(1) Prior to entering into any contract of sale, Landlord will provide Tenant with a copy of any purchase offer which Landlord has received from any bona fide third party and which Landlord decides to accept (a "Third party Offer: ").

(2) Tenant shall have fifteen (15) days following the receipt of a Third Party Offer to agree in writing to purchase the property described in the Third Party Offer under the same terms, conditions and provisions as set forth in the Third Party Offer. If Tenant so accepts the Third Party Offer, Tenant will be bound to purchase the property described in the Third Party Offer strictly in accordance with the terms of the Third Party Offer.

(3) Time is of the essence of the provisions of this subparagraph.

(4) The rights of first refusal herein granted to Tenant shall be subordinate and subject to the terms, conditions and provisions of Landlord's financing, except that Landlord agrees to advise Landlord's lender of the rights of first refusal contained in this Article 33.

(5) The parties will enter into Memorandum of Lease, containing, among other provisions, a provisions establishing Tenant's right of first refusal to purchase.

ARTICLE 31

SPECIAL PROVISION

Landlord and Tenant further agree:

1. Tenant shall submit its requirements, plans and specifications to Landlord. Landlord shall submit same to its architect for review and preparation of bid documents. Landlord shall thereupon determine its actual construction costs, including owner's supervision fee and soft costs and cost of demolition of present building on Demised premises. For purpose of establishing Basic Annual Rent, the parties agree upon land value of \$225,000.00. The Basic Annual Rent provided in Exhibit "C" for Period 2 (June 1, 1993 through May 31, 1995) shall be twelve (12%) percent of land value and actual construction costs as above defined, and Basic Annual Rent for other periods shall be adjusted pro-rata upward or downward. If actual construction costs exceed \$275,000.00, Tenant may, within five (5) days of notice of Basic Annual Rent, cancel this Lease Agreement without further liability, except Tenant shall reimburse Landlord 50% of architectural and engineering costs incurred but not to exceed \$7,500.00.

2. If the City of Omaha does not timely give Conditional Use Permit approval for Tenant's intended use, this Lease Agreement shall thereupon be cancelled without further liability except Tenant shall reimburse Landlord 50% of architectural and engineering costs incurred, but not to exceed the sum of \$7,500.00.

ARTICLE 32

ARBITRATION

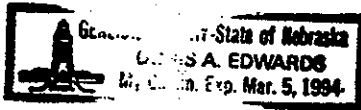
Landlord and Tenant agree that any controversies between the parties hereto arising under this Lease, other than claims arising out of personal injury based on contract or tort, shall be submitted to arbitration under the provisions of the Uniform Arbitration Act as adopted in Nebraska. §§25-2601 to 25-2662, Nebraska Revised Statutes, 1988 Cumulative Supplement.

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

BOOK 1004 PAGE 485

On this 18th day of October, 1991, before me, a Notary Public in and for said County, personally appeared R.E. Tetrick, Jr., President of Cynet, Inc., Grantor, known to me to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed as President.

Witness my hand and Notarial seal the day and year last above written.

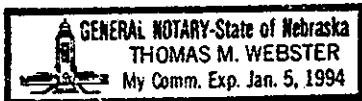


Charles A. Edwards
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 18th day of October, 1991, before me, a Notary Public in and for said County, personally appeared Mark E. Anthony, President of Auto Pros Millard, Inc., known to me to be the identical person whose name is affixed to the above and foregoing instrument, and he acknowledged the execution thereof to be his voluntary act and deed as President.

Witness my hand and Notarial seal the day and year last above written.



Thomas M. Webster
Notary Public

GUARANTEE

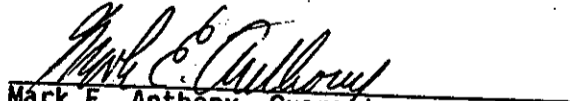
THIS GUARANTEE, dated this 18th day of OCTOBER, 1991, executed by MARK E. ANTHONY and JEANNETTE ANTHONY, Husband and Wife, hereinafter called the "Guarantor" (whether one or more persons),

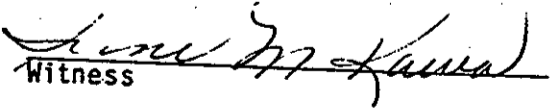
WITNESSETH: That CYNET, INC., hereinafter called the "Landlord", did enter into a lease with AUTO PROS MILLARD, INC., a Nebraska corporation, hereinafter called the "Tenant", said lease being dated the 18th day of OCTOBER, 1991, and covering space at 4870 South 137th Street, Omaha, Nebraska 68137.

NOW, THEREFORE, in consideration of Landlord entering into said lease with Tenant, Guarantor does hereby guarantee the rental and other payments required as well as all of the terms, conditions, covenants, and agreements as contained in said lease on the part of the Tenant to be performed and further agrees that it will be jointly and severally liable with Tenant for the performance of all the conditions of the lease. The Guarantor agrees that this Guarantee shall not be affected by any limitation of recovery, by the amount of recovery, or by the disaffirmance of said lease where said limitation, said amount, or said disaffirmance arises out of any bankruptcy, reorganization, or insolvency of the Tenant, its successors or assigns. The Guarantor agrees that it may be made party defendant individually, collectively or in connection with Tenant in any action brought under the provisions of said lease. The Guarantor further acknowledges that each and every Guarantor is hereby guaranteeing the aforementioned lease provisions to the full extent of each Guarantor's assets, and that this Guarantee is in no way limited by any partnership (limited or otherwise) or other legal entity presently existing or hereafter formed. If Tenant has assigned the lease of 4870 South 137th Street, Omaha, Nebraska, with Landlord's consent, and Assignee presents new Guarantee wherein proposed new Guarantor has net worth equal to present Guarantor at time of Assignment, then Landlord shall, upon receipt of new Guarantee, release Guarantor from this Guarantee.

The provisions, covenants and conditions of this Guarantee shall bind and inure to the benefit of the legal representatives, personal representatives, successors and assigns of each and every Guarantor and Landlord.


Witness


Mark E. Anthony, Guarantor


Witness

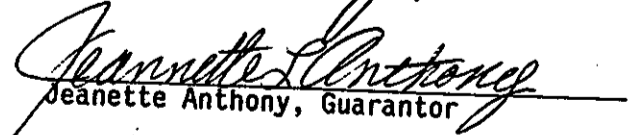

Jeannette Anthony, Guarantor

EXHIBIT "A"

SITE PLAN and LEGAL DESCRIPTION

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Legal Description:

That part of Lot 6, Moritz Plaza, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, more particularly described as:

Part of Lot 6, Moritz Plaza, located in the Southeast Quarter of Section 1, Township 14 North, Range 11 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the westerly right-of-way line of 137th Street and the Northerly right-of-way line of Millard Avenue; thence South 50°48'17" West (assumed bearing) along said northerly right-of-way line of Millard Avenue, a distance of 365 feet, to a point on the westerly line of said Lot 6, Moritz Plaza, said westerly line also being the centerline of the West Papillion Creek; thence North 33°16'12" West along said westerly line of Lot 6, Moritz Plaza and said centerline of the West Papillion Creek, a distance of 110 feet; thence northeasterly on a line parallel to the Northerly right-of-way line of Millard Avenue to a point on the westerly right-of-way line of 137th Street, 110 feet northwest of the point of beginning; thence South 40°52'23" East along said westerly right-of-way line of 137th Street, a distance of 110 feet to the point of beginning.

EXHIBIT "B"

Landlord's Plans and Specifications

Landlord shall provide shall building with heat, and partial air conditioning, all utilities to the building, three restrooms, finished waiting room, site work, outdoor lighting, landscaping and other improvements all as shown on attached Plans and Specifications.

EXHIBIT "C"

Basic Annual Rent

The rent shall be, subject to any adjustment in Basic Annual Rent by reason of Article 31 of this Lease, as follows:

1. For the period January 1, 1992 through May 31, 1993 the Basic Annual Rent shall be \$3,750.00 per month.
2. For the period June 1, 1993 through May 31, 1995 the Basic Annual Rent shall be \$5,000.00 per month.
3. For the period June 1, 1995 through December 31, 1996 the Basic Annual Rent shall be \$6,250.00 per month.
4. For the period January 1, 1997 through December 31, 2001 the Basic Annual Rent shall be \$5,000.00 per month multiplied by 50% of the Consumer Price Index increase from January 1, 1992 to January 1, 1997.
5. For the period January 1, 2002 through December 31, 2006 the Basic Annual Rent per month shall be the amount payable in paragraph 4 above (\$5,000.00 x 50% of C.P.I. increase) multiplied by 50% of the Consumer Price Index increase from January 1, 1997 to January 1, 2002.
6. The term "Consumer Price Index increase" shall mean an amount determined by multiplying the applicable Basic Annual Rent specified by a fraction, the denominator of which shall be the Consumer Price Index figures as hereinafter defined, published for the earliest month described, and the numerator shall be the Consumer Price Index figures for the latest month described. As used herein the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, All Items, U.S. City Average (1982-84 equals 100), or the successor of that index. Should Landlord lack sufficient data to make the determination specified in this section on the date of any adjustment, Tenant shall continue to pay the monthly rent payable immediately prior to the adjustment date. As soon as Landlord obtains the necessary data, Landlord shall determine the rent payable from and after the adjustment date and notify Tenant of the adjustment in writing. Should the monthly rent for the period following the adjustment date exceed the amount previously paid by Tenant for that period, Tenant shall forthwith pay the difference to Landlord. In no event shall Basic Annual Rent be reduced by reason of Consumer Price Index.
7. If the Commencement Date is on a date other than the first day of the month, the rent shall be prorated on the basis of a thirty (30) day month and the Commencement Date shall become the first day of the following month, and if the Commencement Date is not actually the dates shown above, then the dates recited in paragraphs 1 through 5 above shall be adjusted to reflect the actual adjusted Commencement Date as defined in this Paragraph 7.
8. The rent shall be paid on the first day of the month during the Lease Term. If Tenant fails to pay rent (Basic and Additional) on or before the fifth day after the payment is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the amount due.

9. As partial consideration for execution of this Lease, Tenant has delivered to Landlord the sum of \$5,000.00 to be applied to the 60th month lease payment.

MSA
10/21/91
RBC
10/16/91

EXHIBIT "D"

OMITTED

EXHIBIT "E"

Tenant's Plans and Specifications

Tenant shall furnish and install its trade fixtures, trade equipment and Tenant Improvements, all as shown on attached Plans and Specifications.