



BK 0829 PG 478



MISC 1987 18156

THIS PAGE INCLUDED FOR
INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

ASSIGNMENT OF LESSEE'S INTEREST IN GROUND LEASE

THIS ASSIGNMENT, made this 19 day of October 1987, by V & R Company, a Nebraska general partnership, having its principal office at 4201 South 87th Street, Omaha, Nebraska 68127 (herein called "Assignor") to FirstTier Mortgage Co., a Nebraska corporation, having its principal office at 8712 West Dodge Road, Omaha, Nebraska 68114 (herein called "Assignee"),

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to the Assignee all of the right title and interest of Assignor in and to that certain Ground Lease (attached as Exhibit B) dated October 9, 1987 by and between Assignor and Union Pacific Railroad Company (herein called "Ground Lessor") covering premises in Douglas County, Nebraska more specifically described as Parcel 3 of Exhibit A; TOGETHER WITH ANY AND ALL EXTENSIONS AND RENEWALS OF ANY THEREOF (herein called "Ground Lease"):

FOR THE PURPOSE OF SECURING:

ONE: Payment of all sums now or at any time hereafter due to the Assignee in connection with a Promissory Note dated October 19, 1987, given by Assignor to Assignee in the principal sum of \$685,000.00 (herein called "Note"); and

TWO: Performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein and in Note and in all other documents and agreements given to secure or otherwise in connection with Note (herein collectively called "Loan Documents").

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR AGREES:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Ground Lease by Assignor to be performed, to give prompt notice to the Assignee of any notice of default on the part of Assignor with respect to the Ground Lease received from Ground Lessor, together with an accurate and complete copy of any such notice; at the sole cost and expense of Assignor, to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Ground Lease by the Ground Lessor to be performed, to obtain Assignee's review and approval of Ground Lease and not to modify or in any way alter the terms of the Ground Lease; not to terminate the Ground Lease, not to waive, excuse, condone or in any manner release or discharge the Ground Lessor thereunder of or from the obligations, covenants, conditions and agreements by the Ground Lessor to be performed, and Assignor does by these presents expressly release, relinquish and surrender unto the Assignee all Assignor's right, power and authority to modify or in any way alter or terminate or release or discharge the terms or provisions of the Ground Lease, and any attempt on the part of Assignor to exercise any such right without the written authority and consent of the Assignee thereto being first had and obtained shall constitute a breach of the terms hereof entitling the Assignee to declare all sums secured hereby immediately due and payable.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Ground Lease or the obligations, duties or liabilities of Assignor thereunder, and to pay all costs and expenses of the Assignee, including attorney's fees in a reasonable sum, in any such action or proceeding in which the Assignee may appear.

3. That should Assignor fail to make any payment or to do any act as herein provided, provided in any of the Loan Documents or provided in the Ground Lease, then the Assignee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation thereof, may make or do the same in such manner and to such extent as the Assignee may deem necessary or advantageous to Assignee, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor in the Ground Lease contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

4. To pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at the Note Default Rate, and the same

829-496-200-200 FEE 92.00
 478-496-36-15-11 DEL VK MC B.C.
 Miss. 61-36635

RECEIVED
 1307 OCT 20 AM 11:21
 GEORGE J. BUGLEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NEB.
 18156
 MISC

shall be added to the said indebtedness and shall be secured hereby and by the other Loan Documents.

5. Assignor hereby covenants and warrants to Assignee that (a) Assignor has not executed any prior Assignment of the Ground Lease or of its right, title and interest therein; (b) Assignor has not performed any act or executed any instrument which might prevent Assignee from operating under any of the terms and conditions hereof, or which would limit Assignee in such operation; (c) there is no default now existing under the Ground Lease, and (d) Assignor has not executed or granted any modification or amendment whatever of the Ground Lease either orally or in writing, and that the Ground Lease is in full force and effect.

B. IT IS MUTUALLY AGREED WITH RESPECT TO GROUND LEASE THAT:

1. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in any other Loan Document or in the Ground Lease, Assignor shall be entitled (except as set forth herein to the contrary) to exercise all rights and duties under the Ground Lease. It is specifically represented that Assignor has notified and obtained Ground Lessor's approval of this Assignment.

2. Upon or at any time after default or breach in the payment of any indebtedness or the failure to perform any of the terms or conditions under or in connection with this Assignment, any other Loan Documents or the Ground Lease (hereinafter called "Default"); Assignee may declare all sums owed under and in connection with Note and all other Loan Documents immediately due and payable, and may, at its option, exercise all rights and remedies contained in the mortgage and other Loan Documents. Additionally, at Assignee's option, with no obligation, upon or at any time after Default, Assignor hereby assigns and authorizes Assignee to exercise all rights and privileges of Assignor under and in connection with the Ground Lease.

3. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Ground Lease, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee against and hold it harmless from any and all liability, loss or damage which it might incur under the Ground Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Ground Lease; should Assignee incur any such liability, loss or damage under the Ground Lease or under or by reason of this Assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Note Default Rate, shall be added as part of Note indebtedness and secured hereby and by all other Loan Documents, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor so to do the Assignee may declare all sums secured hereby immediately due and payable.

C. IT IS FURTHER MUTUALLY AGREED THAT:

1. By this reference, the terms and conditions of this Assignment are incorporated into the Loan Documents and any default or breach hereunder shall constitute a default or breach of all Loan Documents. Likewise, any default or breach of any terms or conditions or any Loan Documents shall constitute a default or breach of this Assignment.

2. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument or satisfaction or full release of the Loan Documents, unless there shall have been recorded another mortgage in favor of Assignee covering the whole or any part of the Ground Lease premises, this Assignment shall become null and void and of no effect.

3. This Assignment inures to the benefit of the named Assignee and its successors and assigns, and binds the Assignor and Assignor's heirs, legatees, devisees, administrators, executors, successors and assigns. In this Assignment, whenever the context so requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural, and conversely.

4. All notices, demands or documents which are required or permitted to given or served hereunder shall be in writing and sent by registered mail, addressed as follows:

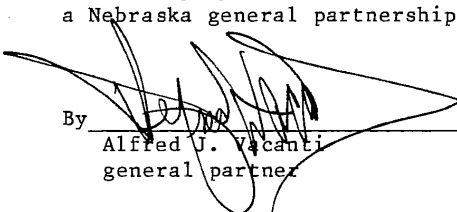
TO ASSIGNOR: V & R Company
4201 South 87th Street
Omaha, Nebraska 68127

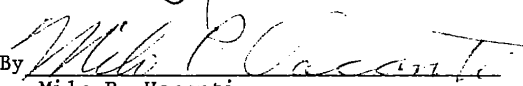
TO ASSIGNEE: FirstTier Mortgage Co.
8712 West Dodge Road
Omaha, Nebraska 68114
Attn: Commercial Loan Department

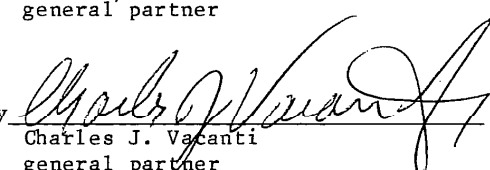
Such addresses may be changed from time to time by either party by serving notice as above written.

IN WITNESS WHEREOF, Assignor has set its hand and notarial seal the day and year first above written.

V & R Company,
a Nebraska general partnership

By 
Alfred J. Vacanti
general partner

By 
Milo P. Vacanti
general partner

By 
Charles J. Vacanti
general partner

constituting
all partners of
the partnership

ACKNOWLEDGMENT

~~The above Assignment of Lessee's Interest in Ground Lease is hereby accepted and acknowledge by Ground Lessor. Ground Lessor agrees and acknowledges that the attached Exhibit B Ground Lease is in full force and effect, without amendment or modification and (to the best of Ground Lessor's knowledge) without default. Notwithstanding anything to the contrary, Ground Lessor further agrees and acknowledges that the Ground Lease will not be canceled or otherwise terminated by Ground Lessor, except upon Assignor's default or 1 year's written notice and will not be modified without written notice. In the event of any such default, Ground Lessor shall give Assignee 20 days written notice and a right to cure (at the address set forth above or as subsequently advised in writing). Should Assignee choose to cure Assignor's default, Ground Lessor shall recognize Assignee as lessee under the Ground Lease. Ground Lessor shall provide Assignee with copies of all notices and other correspondence sent to Assignor in connection with the Ground Lease.~~

Ground Lessor agrees and acknowledges that (as part of its Loan Documents) Assignor has granted to Assignee a security interest in all buildings and other improvements constructed or to be constructed on Parcel 3 of Exhibit A. Ground Lessor acknowledges such security interest and claims no interest in such buildings and other improvements.

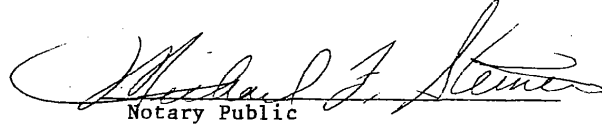
~~Dated this _____ day of _____, 1987.~~

~~Union Pacific Railroad Company
("Ground Lessor")
a Utah corporation~~

~~By _____
Title _____~~

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 19 day of October, 1987, before me, a Notary Public in and for said County, personally appeared Alfred J. Vacanti, a general partner of V & R Company, a Nebraska general partnership, known to me to be the individual who executed the foregoing instrument, and acknowledged to me that he executed same on behalf of said general partnership.

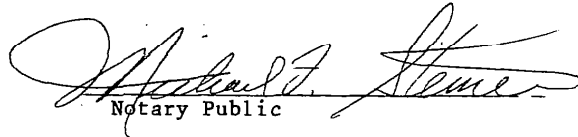

Notary Public

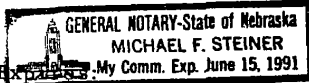


My Commission Expires

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 19 day of October, 1987, before me, a Notary Public in and for said County, personally appeared Milo P. Vacanti, a general partner of V & R Company, a Nebraska general partnership, known to me to be the individual who executed the foregoing instrument, and acknowledged to me that he executed same on behalf of said general partnership.

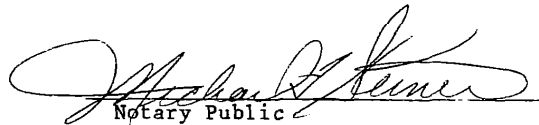

Notary Public

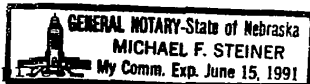


My Commission Expires

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 20 day of October, 1987, before me, a Notary Public in and for said County, personally appeared Charles J. Vacanti, a general partner of V & R Company, a Nebraska general partnership, known to me to be the individual who executed the foregoing instrument, and acknowledged to me that he executed same on behalf of said general partnership.


Notary Public



My Commission Expires

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: The East 92.00 feet of Lot 46, in SOUTHWEST PARK, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

PARCEL 2: Lots 47 and 48, in SOUTHWEST PARK, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska, EXCEPT that portion of said Lot 48 described as follows:

Beginning at the Northeast corner of said Lot 48; thence Southerly, along the East property line of said Lot 48, a distance of 50.00 feet; thence Northwesterly, along a 50.00 foot radius curve to the left, a distance of 78.50 feet, to a point on the North property line of said Lot 48; thence Easterly, along the North property line of said Lot 48, a distance of 50.00 feet, to the Point of Beginning.

PARCEL 3: LEASEHOLD ESTATE INTEREST IN AND TO THE LAND AND FEE OWNERSHIP OF IMPROVEMENTS ON:

That part of the Southeast Quarter (SE1/4) of Section 36, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of Lot 48, in Southwest Park, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska; thence Southerly, along the Southerly extension of the East property line of said Lot 48, a distance of 87.50 feet; thence Northwesterly, a distance of 400.65 feet, to a point on the Southerly extension of the West property line of the East 92.00 feet of Lot 46, in said Southwest Park, said point being 50.00 feet South of the Southwest corner of the East 92.00 feet of said Lot 46; thence North, a distance of 50.00 feet, to the Southwest corner of the East 92.00 feet of said Lot 46; thence East, a distance of 406.21 feet, along the South property lines of said Lots 46, 47 and 48, to the Point of Beginning.

LEASE

This Agreement made and entered into this 25th day of February, 1987 by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter called "Lessor"), party of the first part, and V&R CO., a partnership consisting of MILO P. VACANTI, CHARLES J. VACANTI and ALFRED J. VACANTI of 4201 South 87th Street, Omaha, Nebraska 68127 (hereinafter called "Lessee"), party of the second part, WITNESSETH:

Lease / Term
Location / Use

Section 1. The Lessor, for and in consideration of the covenants and payments hereinafter mentioned to be performed and made by the Lessee, hereby agrees to lease and let and does hereby lease and let unto the Lessee for a term of one year beginning on the 1st day of January, 1987, the portion of the premises of the Lessor (hereinafter the "Premises") at or near Omaha, Douglas County, Nebraska shown on the plat, or described in the description, or both, hereto attached and hereby made a part hereof, such Premises to be used only as a site for offices, warehouse, light manufacturing and vehicle parking.

Renewal

Thereafter, so long as neither party is in default, this Lease will renew itself without further documentation from year to year until terminated as provided in Section 16 herein. Each renewal term will be upon the same terms and conditions set forth herein, including, without limitation, the Lessor's right to reevaluate the rental as hereinafter provided.

Improvements

It is agreed that no improvements placed upon the Premises by the Lessee shall become a part of the realty.

Water Rights

The Lessee acknowledges that this Lease does not grant, convey or transfer any right to the use of water under any water right owned or claimed by the Lessor which may be appurtenant to or otherwise associated with the Premises, and that all right, title, and interest in and to such water is expressly reserved unto the Lessor, its successors and assigns, and that the right to use same or any part thereof may be obtained only by the prior written consent of the Lessor.

This Lease is made without covenant of title or to give possession or for quiet enjoyment.

Rental

Section 2. Effective May 1, 1987, the Lessee shall pay to the Lessor for the use of the Premises, rental at the rate of TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400.00) per annum payable annually in advance for each and every year during the term of this Lease, or any renewal thereof, subject to reevaluation, as hereinafter provided.

Rental Reevaluation

The Lessor may annually reevaluate the rental base upon which the above rental is computed. In the event the Lessor shall determine that the rental paid is no longer representative of a fair market value rental, the Lessor may adjust the rental and shall advise the Lessee by written notice of such change. Such written notice shall be served at least thirty (30) days prior to the effective date of the new rental, it being understood however that rental adjustments shall not be made more often than once every twelve months.

Utilities

The Lessee shall arrange, secure, and be responsible for all water, gas, heat, electricity, power, sewer, telephone, and any and all other utilities and services supplied and/or furnished to the Premises in connection with the use of the Premises by the Lessee as hereinafter provided, together with any and all taxes and/or assessments applicable thereto.

In the event such utilities and services are not separately metered to Lessee, Lessee shall pay a reasonable proportion of the cost of such utilities and services, to be determined by the Lessor, of all charges jointly metered with other portions of the Lessor's property.

It is understood and agreed that none of the above utilities or services may be installed upon the Premises without first securing the written consent and approval for such installation and the location thereof by the Lessor's Chief Engineer.

Taxes

The Lessee further agrees to pay, before the same shall become delinquent, all taxes levied during the life of this Lease upon the Premises and upon any buildings and improvements thereon, or to reimburse the Lessor for sums paid by the Lessor for such taxes, except taxes levied upon the Premises as a component part of the railroad property of the Lessor in the state as a whole.

Assessments

if, during the life of this Lease, any street or other improvement, whether consisting of new construction, maintenance, repairs, renewals, or reconstruction, shall be made, the whole or any portion of the cost of which is assessed against or is fairly assignable to the Premises, the Lessee agrees to pay in addition to the other payments herein provided for:

- (a) Ten and one-half per cent (10½%) per annum on the amount so assessed against or assignable to the Premises when expenditures by the Lessor for such improvements are properly chargeable to capital account under accounting rules of the Interstate Commerce Commission current at the time; and

- (b) the entire amount so assessed against or assignable to the Premises when expenditures for such improvements are not properly chargeable to capital account under said accounting rules.

Use of Premises-
Abandonment

Section 3. The Lessee covenants that the Premises shall not be used for any other purpose than for such use specified in Section 1 hereof and agrees that if the Lessee abandons the Premises, the Lessor may enter upon and take possession of the same, and that non-use for the purpose mentioned continuing for thirty days shall be sufficient and conclusive evidence of such abandonment.

Lessee Not To
Sublet or Assign

Section 4. The Lessee agrees not to let or sublet the Premises, in whole or in part, or to assign this Lease without the consent in writing of the Lessor, and it is agreed that any transfer or assignment of this Lease, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Lessor, shall terminate this Lease.

Use for Unlawful
Purposes Prohibited-
Indemnity

Section 5. It is especially covenanted and agreed that the use of the Premises or any part thereof for any unlawful or immoral purposes whatsoever is expressly prohibited; that the Lessee shall indemnify, hold harmless and defend the Lessor and the Premises from any and all liens, fines, damages, penalties, forfeitures or judgments in any manner accruing by reason of the use or occupation of the Premises by the Lessee; and that the Lessee shall at all times protect the Lessor and the Premises from all injury, damage, or loss by reason of the occupation of the Premises by the Lessee or from any cause whatsoever growing out of the Lessee's use thereof.

Care of Premises and
Improvements

Section 6. The Lessee hereby covenants and agrees that any and all buildings erected upon the Premises shall be painted by the Lessee a color satisfactory to the Lessor, and shall at all times be kept in good repair; that the roof of each building shall be of fire-resistive material; that the Premises shall during the continuance of this Lease be kept by the Lessee in a neat and tidy condition and free from all material which would tend to increase the risk of fire or give the Premises an untidy appearance; that none of the buildings or other structures erected on the Premises shall be used for displaying any signs or advertisements other than signs as may be connected with the business of the Lessee, and that such signs shall be neat, properly maintained and subject to approval of the Lessor. In the event any building or other improvement not belonging to the Lessor on the Premises is damaged or destroyed by fire, storm, or other casualty, the Lessee shall, within thirty days after such happening, remove all debris and rubbish resulting therefrom; and if the Lessee fails to do so, the Lessor may enter the

Premises and remove such debris and rubbish, and the Lessee agrees to reimburse the Lessor, within thirty days after bill rendered, for the expense so incurred.

Liens-Indemnity

Section 7. The Lessee shall, when due and before any lien shall attach to the Premises, if the same may lawfully be asserted, pay all charges for water, gas, light, and power furnished; rental or use of sewer facilities serving the Premises; pay for all material joined or affixed to the Premises; pay for all taxes and assessments; and shall pay in full all persons who perform labor upon the Premises, and shall not permit or suffer any mechanic's or materialman's or other lien of any kind or nature to be enforced against the Premises for any work done or materials furnished thereon at the instance or request or on behalf of the Lessee; and the Lessee agrees to indemnify, hold harmless, and defend, the Lessor and its property against and from any and all liens, claims, demands, costs, and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials or other things furnished.

Superior Rights

Section 8. This Lease is made subject to all outstanding superior rights, including, but not limited to, rights of way for highways, pipelines, and for power and communications lines, and the right of the Lessor to renew such outstanding rights and to extend the term thereof.

Clearances

Section 9. Detailed plans for all buildings, platforms, loading or unloading devices, structure and all alterations, improvements and/or additions thereto and/or upon the Premises which the Lessee shall desire to make, shall be presented to Lessor for consent in written form prior to installation upon the Premises. If the Lessor shall give its consent, the consent shall be deemed conditioned upon Lessee acquiring a permit to do such work from appropriate governmental agencies, the furnishing of a copy thereof to Lessor prior to the commencement of the work and the compliance by Lessee of all conditions of said permit in a prompt and expeditious manner.

All buildings, platforms, loading or unloading devices, structures, and/or material or obstruction of any kind erected, maintained, placed, piled, stacked, or maintained upon the Premises after the commencement of this Lease and any alterations, improvements, and/or additions thereto or to buildings, platforms, loading or unloading devices structures located on the Premises prior to the commencement of this Lease shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Lessee in strict conformity with Union Pacific Railroad Company's Standard Minimum Clearances for All New Structures and Facilities Along Industry Tracks, as in effect at the time of the placement, construction,

operation, maintenance, repair, renewal, modification or reconstruction.

Buildings, platforms, loading or unloading devices, structures and/or material or obstruction of any kind located upon the Premises which are in place at the time the Lessee takes possession of the Premises or which were constructed, placed, piled, stored, stacked, or maintained upon the Premises with the express consent of the Lessor under the terms of a previous lease between Lessor and Lessee, but which are not in conformity with Union Pacific Railroad Company's Standard Minimum Clearances, shall be considered permitted for the purposes of this Section.

Compliance with such standards shall not relieve Lessee from the obligation to fully comply with the requirements of any federal, state, or municipal law or regulation; it being understood and agreed that Union Pacific Railroad Company's Standard Minimum Clearances are in addition to and supplemental of, any and all requirements imposed by applicable law or regulation and shall be complied with unless to do so would cause Lessee to violate an applicable law or regulation.

Lessor shall consider requests of the Lessee to impair clearances which are necessitated by the operational requirements of the Lessee, but Lessor shall not be obligated to consent to any impairment. Any necessary permission to impair clearances to which the Lessor has consented must be secured by the Lessee at its own expense, in advance of any impairment; and Lessee shall comply promptly and strictly with all requirements or orders issued by appropriate state or other public authority relating to such impairments.

Lessee assumes the risk of and shall indemnify, hold harmless, and defend the Lessor, its officers, agents, and employees, against and from all injury or death to persons or loss or damage to property of the parties hereto and their employees and agents and to the person or property of any other person or corporation resulting from the Lessee's noncompliance with the provision of this Section 9, or resulting directly or indirectly from any impairment of the clearances described in this Section 9, whether the Lessor had notice thereof or consented thereto, or whether authorized by applicable state or other public authority pursuant hereto, or existing without compliance with the provisions of this Section 9.

Any knowledge on the part of the Lessor of a violation of the clearance requirements of this Lease, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve the Lessee of its obligation to indemnify and defend the Lessor, its officers, agents, and employees, for losses and claims resulting from such violation. However, the terms of this Section shall not apply to losses resulting from impairments or facilities

**Hazardous Substances
and Wastes**

created or constructed by the Lessor that will not benefit the Lessee.

Section 10. Lessee shall comply with all federal, state and local environmental laws and regulations in its use of the Premises, including the Resource Conservation and Recovery Act, as amended (RCRA), and the Comprehensive Environmental Response Compensation and Liability Act, as amended (CERCLA). Lessee shall not treat, store or dispose of hazardous wastes on the Premises as defined in RCRA without first obtaining the Lessor's written permission. If such permission is granted, Lessee shall obtain any necessary permits and identification numbers and provide Lessor with the identification numbers and copies of the permits. Lessee shall also assume all responsibility for and costs associated with any closure and/or post-closure care required. In addition, Lessee shall not install any underground storage tanks as defined in RCRA without first obtaining the Lessor's written permission. If such permission is granted, Lessee shall obtain any necessary permits, notify the proper authorities, and provide the Lessor with copies of such permits and notifications. Furthermore, Lessee shall assume all responsibility for and shall indemnify and defend Lessor against all costs and claims associated with a release or leak of the tank contents.

Lessee shall use its best efforts and safety practices to prevent the release of oil and hazardous substances as defined in CERCLA on the Premises. Notwithstanding, Lessee assumes all responsibility for the investigation and cleanup of any such release and shall indemnify and defend the Lessor, its officers, agents and employees, for all costs, including environmental consultant and attorney fees, and claims resulting from or associated with any such release. This provision shall continue in full force and effect regardless of whether this Agreement is terminated pursuant to any other provision or the Premises are vacated by the Lessee.

**Explosives and
Inflammables**

Section 11. It is further agreed that no gunpowder, gasoline, dynamite, or other explosives or flammable or hazardous materials shall be stored or kept upon the Premises. Nothing herein contained, however, shall prevent the storage of those hazardous commodities, if any, specified in Section 1, or oil or gasoline where same are to be used, as indicated by Section 1 hereof, contemplates such storage; nor the storage of oil or gasoline where same are used by the Lessee for fuel in the business carried on by the Lessee on the Premises, and are stored in quantities reasonable for such purposes; PROVIDED, however, that in all of such excepted cases, the Lessee shall store such commodities no closer than fifty (50) feet from the center line of any main track and strictly comply with all statutory and municipal regulations relating to the storage of such commodities.

No Construction by
Lessee Over or Under
Tracks

Section 12. The Lessee shall not locate or permit the location or erection of any poles upon the Premises, nor any beams, pipes, wires, structures or other obstruction over or under any tracks of the Lessor without the written consent of the Lessor.

Liability of Lessee
for Breach

Section 13. The Lessee shall be liable for and shall defend against any and all injury or death of persons or loss of or damage to property, of whatsoever nature or kind, arising out of or contributed to by any breach in whole or in part of any covenant of this Lease.

Fire Damage
Release

Section 14. It is understood by the parties hereto that the Premises are in dangerous proximity to the tracks of the Lessor, and that by reason thereof there will be constant danger of injury and damage by fire, and the Lessee accepts this Lease subject to such danger.

It is therefore agreed, as one of the material considerations for this Lease and without which the same would not be granted by the Lessor, that the Lessee assume all risk of loss or destruction of or damage to buildings or contents on the Premises, and of or to other property brought thereon by the Lessee or by any other person with the knowledge or consent of the Lessee, and of or to property in proximity to the Premises when connected with or incidental to the occupation thereof, and any incidental loss or injury to the business of the Lessee, where such loss, damage, destruction, injury, or death of persons is occasioned by fire caused by, or resulting from, the operation of the railroad of the Lessor, whether such fire be the result of defective engines, or of negligence on the part of the Lessor or of negligence or misconduct on the part of any officer, servant or employee of the Lessor, or otherwise, and the Lessee hereby agrees to indemnify and hold harmless and defend the Lessor, its officers, servants, and/or employees, against and from all liability, causes of action, claims, or demands which any person may hereafter assert, have, claim, or claim to have, arising out of or by reason of any such loss, damage, destruction, injury, or death of persons including any claim, cause of action or demand which any insurer of such buildings or other property may at any time assert, or undertake to assert, against the Lessor, its officers, servants and/or employees.

Water Damage
Release

Section 15. The Lessee hereby releases the Lessor, its officers, servants, and/or employees, from all liability for damage by water to the Premises or to property thereon belonging to or in the custody or control of the Lessee, including buildings and contents, regardless of whether such damage be caused or contributed by the position, location, construction or condition of the railroad, roadbed, tracks, bridges, dikes, ditches or other structures of the Lessor.

Termination on
Default

Section 16. It is further agreed that the breach of any covenant, stipulation or condition herein contained to be kept and performed by the Lessee, shall, at the option of the Lessor, forthwith work a termination of this Lease, and all rights of the Lessee hereunder; provided, however, that the Lessee shall not be deemed in default under this Lease unless the Lessor has furnished written notice to the Lessee of Lessee's default, and the Lessee has failed to begin to cure that default within seventy-two (72) hours after receipt of Lessor's default notice or after commencing a cure, has failed to proceed diligently with its cure efforts.

After a default by the Lessee, the Lessor may at once re-enter upon the Premises and repossess itself thereof and remove all persons therefrom or may resort to an action of forcible/unlawful entry and detainer, or any other action to recover the same. A waiver by the Lessor of the breach by the Lessee of any covenant or condition of this Lease shall not impair the right of the Lessor to avail itself of any subsequent breach thereof.

Upon such termination and vacation of the Premises by the Lessee, the Lessor shall refund to the Lessee on a pro rata basis, any unearned rental paid in advance.

Termination by
Notice

Section 17. This Lease may be terminated by written notice given by either the Lessor or the Lessee to the other party on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date on which such notice shall be given.

Notice

Section 18. Any notice, demand, request, consent, approval or communication that either party hereto desires or is required to give to the other party under this Lease shall be in writing. Said notice may be given to the Lessee by serving the Lessee personally or by posting a copy thereof on the outside of any door in any building upon the Premises or by mailing the same, postage prepaid, to the Lessee at the last address known to the Lessor. Said notice may be given to the Lessor by mailing the same, postage prepaid to the office of the General Director of Real Estate, Room 300, 1416 Dodge Street, Omaha, Nebraska, 68179.

Postal notices shall be by certified mail, return receipt requested, and such notice shall be deemed given on the date deposited with the United States Postal Service.

Consent

Section 19. Wherever the consent, approval, judgment or determination of Lessor is required or permitted under this Lease, Lessor shall exercise its good faith reasonable business judgment in granting or withholding such consent or approval or in making such judgment or determination and shall not unreasonably withhold or delay its consent, approval, judgment or determination.

Vacation of Premises
Removal of Lessee's
Property

Section 20. The Lessee covenants and agrees to vacate and surrender the quiet and peaceable possession of the Premises upon the termination of this Lease howsoever. No later than the expiration or termination date of this Lease, the Lessee shall (a) remove from the Premises, at the expense of the Lessee, all structures and other property not belonging to the Lessor; and (b) restore the surface of the ground to as good condition as the same was in before such structures were erected, including, without limiting the generality of the foregoing, the removal of foundations of such structures, the filling in of all excavations and pits and the removal of all debris and rubbish, all at the Lessee's expense, failing in which the Lessor may perform the work and the Lessee shall reimburse the Lessor for the cost thereof within thirty (30) days after bill rendered.

In the case of the Lessee's failure to remove such structures and other property, the same, at the option of the Lessor, shall upon the expiration of thirty (30) days after the termination of this Lease, become and thereafter remain the property of the Lessor; and if within one (1) year after the expiration of such thirty-day period the Lessor elects to and does remove, or cause to be removed, said structures and other property from the Premises and the market value thereof or of the material therefrom on removal does not equal the cost of such removal plus the cost of restoring the surface of the ground as aforesaid, then the Lessee shall reimburse the Lessor for the deficit within thirty (30) days after bill rendered.

Protection of
Fiber Optics

Section 21. Fiber optic cable systems may be buried on the Lessor's property. Lessee shall telephone the Lessor at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Premises. If it is, Lessee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Premises.

In addition to the liability terms elsewhere in this Lease, the Lessee shall indemnify and hold the Lessor harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the Lessee, its contractor, agents and/or employees,

that causes or in any way or degree contributed to (a) any damage to or destruction of any telecommunications system by the Lessee, and/or its contractor, agents and/or employees, on Lessor's property, (b) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Lessor's property, and/or its contractor, agents and/or employees, on Lessor's property, and/or (c) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

Successors
And Assigns

Section 22. Subject to the provisions of Section 4 hereof, this Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.

Special Provisions

Section 23. Special Provisions entitled "Parking Lot With Barricades" and "Rental Adjustment" are attached hereto and hereby made a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first herein written.

Witness:

UNION PACIFIC RAILROAD COMPANY

A. Christensen By *D. F. Grehauer*
General Director-Real Estate

Witness:

V&R CO.

X *Audrey A. Teig* X *Milo P. Vacanti*
Milo P. Vacanti
X *Audrey A. Teig* X *Charles J. Vacanti*
Charles J. Vacanti
X *Audrey A. Teig* X *Alfred J. Vacanti*
Alfred J. Vacanti

PARKING LOT WITH BARRICADES

A. In consideration of the covenants and agreements herein contained to be by the Lessee kept, observed and performed, the Lessor hereby grants to the Lessee, subject to the terms and conditions herein stated, the right to install and thereafter, during the term hereof and any extension thereof, to maintain and use a parking lot with barricades (hereinafter the Parking Lot) in the location shown on the attached plat.

The Parking Lot shall be installed, maintained, repaired, renewed, modified and reconstructed by and at the expense of the Lessee, and all work in connection therewith, on the Premises shall be done under the supervision of and in accordance with plans approved by the Lessor.

The Lessee shall notify the Lessor at least seventy-two (72) hours in advance of the commencement of any work on the Premises in connection with the installation, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Parking Lot.

The Parking Lot shall be installed, maintained, repaired, renewed, used, modified, reconstructed, or removed in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks and other property of the Lessor, and nothing shall be done or suffered to be done by the Lessee that would in any way impair the safety of said tracks or other property.

In its installation of the Parking Lot, the Lessee shall insure that the surface thereof shall not create a stumbling hazard and that any drainage will flow away from the tracks of the Lessor.

B. In addition to all other covenants of indemnity contained in this Lease, the Lessee agrees to indemnify and hold harmless the Lessor, its officers, agents and employes, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including, but not limited to, court costs and attorneys' fees, which may result from injury to or death of persons whomsoever or damage to or loss or destruction of property whatsoever, including, but not limited to, damage to the roadbed, tracks, equipment or other property of the Lessor or property in its care or custody, when such injury, death, loss, destruction, or damage is due to or arises because of the existence of the Parking Lot regardless of any negligence on the part of the Lessor, its officers, agents and employes, or the installation, maintenance, operation, repair, renewal, modification, reconstruction, relocation or removal of the Parking Lot, or any portion thereof or accessory thereto, and the Lessee does hereby release the Lessor from all liability for damages on account of injury to or destruction of the Parking Lot from any cause whatsoever, regardless of any negligence on the part of the Lessor, its officers, agents or employes.

RENTAL ADJUSTMENT

It is understood and agreed that the amount of rent stated in Section 2 of this Lease shall be the base rental and shall be adjusted on the first day of the second year of this Lease, and each yearly anniversary thereafter, in order to reflect the change in purchasing power of the dollar. Such adjustments shall be made upon the following basis of computation. The most recent U. S. Department of Labor Consumer Price Index: U. S. City Average, ALL URBAN CONSUMERS (CPI-U), 1967=100, All Items, report for the month of May, 1986, showing the index as reported, shall be considered as the base and the price index in effect for the corresponding month in each successive year shall be compared with this base index figure. The annual rental shall be either increased or decreased by the percentage of increase or decrease in the price index. Such computation shall be made in the same manner on each yearly anniversary of this Lease to determine any adjustments in the rent for the subsequent year. However, at no time will the rental be less than the base rental stated above in this Lease. The annual increase, if any, shall not be compounded. At no time will the rental be increased by more than six percent nor less than two percent for each one-year period. For example, the rental for each five-year period shall be increased by at least 10% and not more than 30%.

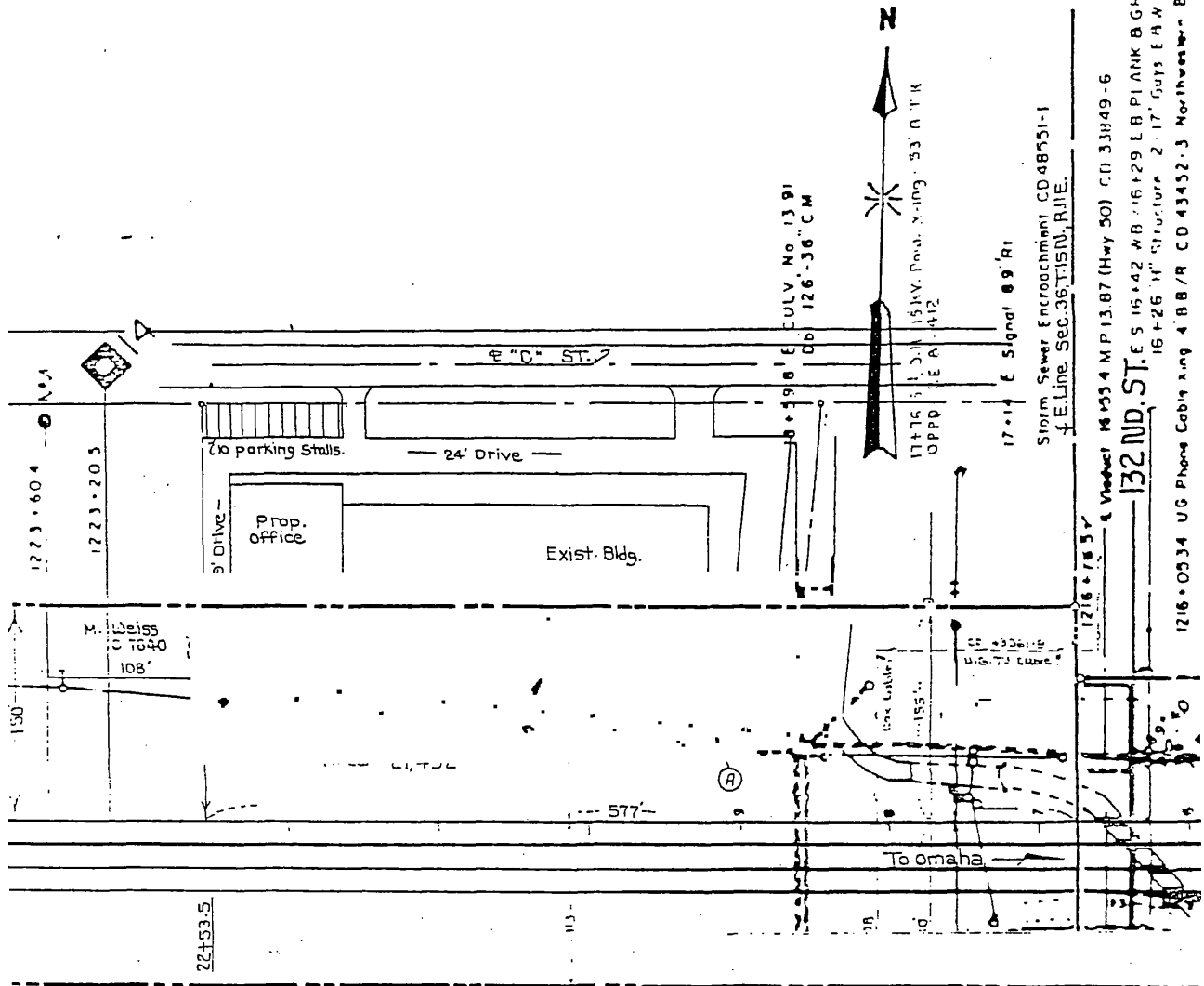


EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
 OMAHA, DOUGLAS COUNTY, NEBRASKA (WECCO)
 M.P. 13.91 - MAIN LINE

LEASE TO V & R COMPANY

SCALE: 1" = 100'

OFFICE OF DIRECTOR - REAL ESTATE
 OMAHA, NEBRASKA APRIL 10, 1986

• LEGEND •

LEASE AREA SHOWN.....
 POST & CABLE BARRICADE
 BARRICADE OUTLINE

LEASE SUPPLEMENTAudit No. 253-03
Folder No. 253-03

THIS SUPPLEMENTAL AGREEMENT is made as of the 27th day of April, 1987 by and between UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter the Lessor), and V&R CO., a partnership consisting of MILO P. VACANTI, CHARLES J. VACANTI and ALFRED J. VACANTI, of 4201 South 87th Street, Omaha, Nebraska 68127 (hereinafter the Lessee).

RECITALS:

By lease dated February 25, 1987, identified in the records of the Lessor as Agreement No. 253-03 (herein called "Original Agreement"), the Lessor is leasing to the Lessee certain premises at Omaha, Douglas County, Nebraska.

The parties now desire to modify the Original Agreement to provide for a change in Section 17.

AGREEMENT:

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

Section 1. AMENDMENT OF SECTION 17 OF ORIGINAL AGREEMENT

Effective as of January 1, 1987, Section 17 of the Original Agreement, shall be, and hereby is amended to read as follows: This Lease may be terminated by written notice given by either the Lessor or the Lessee to the other party on any date in such notice stated, not less, however, than one year subsequent to the date on which such notice shall be given.

Section 2. TERM.

The Original Agreement, as hereby modified, shall remain in full force and effect, subject to termination as provided therein.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed, in duplicate, as of the day and year first hereinabove written.

Witness:

R. J. Christensen

UNION PACIFIC RAILROAD COMPANY

By E. D. Smith
General Director-Real Estate

Witness:

x Audrey A. Teig
x Audrey A. Teig
x Audrey A. Teig

Lease Supplement

V&R CO.

x Milo P. Vacanti
Milo P. Vacanti
x Charles J. Vacanti
Charles J. Vacanti
x Alfred J. Vacanti
Alfred J. Vacanti