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LINCOLN COUNTY, NE.
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REGISTRAR OF DEEDS

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UNIVERSITY OF NEBRASKA TECHNOLOGY PARK
Covenants, Conditions and Restrictions
Adopted August 7, 1997

Article I
Purpose and Application

Section 1.1: Mission and Goals of Park: The mission of the University of Nebraska Technology Park (hereinafter referred to as the "Park") is to promote synergy between research conducted by the University of Nebraska and applied research and product development by the private sector, leading to economic development for the State of Nebraska. The goals for the Park are set forth in the attached **Exhibit "A"**.

Section 1.2: Purpose: The following covenants, conditions and restrictions will help to ensure that the goals stated in Exhibit "A" are achieved by providing consistency of development of the Park and by creating an aesthetically pleasing environment within the Park and surrounding neighborhoods. The covenants, conditions and restrictions will also protect the Developer and all Tenants and Owners (as defined in Article II below) against such use of neighboring building sites as might depreciate the value of their property by establishing design controls, by creating an efficient and orderly process of design review and approval of each development proposal for the Park, and by encouraging high quality design that will achieve a harmonious relationship among buildings and sites at each stage of development.

Section 1.3: Effect: The covenants, conditions and restrictions as presented herein shall be binding on the Declarant, the Developer and all Tenants and Owners of Improvements (as defined in Article II below) within the Park. The legal description of the real estate included within the Park is described in the attached **Exhibit "B"**, which is incorporated herein by this reference. Additional real estate may be added to the Park by the Developer from time to time.

Article II
Definitions

Section 2.1: Declarant: "Declarant" shall mean and refer to the **University of Nebraska Foundation**, a Nebraska nonprofit corporation, its successors and assigns. The University of Nebraska Foundation presently holds title to the real estate included within the Park.

Section 2.2: Developer: “Developer” shall mean and refer to the Declarant, its successors and assigns, or the **University of Nebraska Technology Park, L.L.C.**, a Nebraska limited liability company, its successors and assigns, as the context may so require. The Declarant is the initial developer of the Park and shall transfer title to all or a portion of the real estate included within the Park (including any after-acquired parcels of real estate intended to be incorporated into the Park) in one or more conveyances to the University of Nebraska Technology Park, L.L.C. from time to time. It is intended that the University of Nebraska Technology Park, L.L.C. will function as the primary developer of the Park in accordance with Section 3.1 below.

Section 2.3: Tenant: “Tenant” shall mean and refer to the party to whom one or more sites has been leased under a separate, duly executed ground lease agreement by the Developer, including an Owner of a facility within the Park to whom a site is leased, or a party to whom space within a building facility within the Park has been leased pursuant to a duly executed lease agreement with the Developer or an Owner, or any party within the Park, who is authorized to occupy such facility by the Developer. This term shall also include any prospective Tenant seeking approval from the Developer for the construction of improvements within the Park and shall include the Developer, its successors and assigns, as the context may so require.

Section 2.4: Owner: “Owner” shall mean those persons or entities who own improvements, in the form of buildings or other facilities, on leased sites within the Park, pursuant to a ground lease from the Developer and shall include the Developer, its successors and assigns, as the context may so require.

Section 2.5: Improvements: “Improvements” shall mean all structures, construction, and installation of any kind, whether above or below the land surface, including, but not limited to, buildings, outbuildings, water lines, sewers, electrical and gas distribution facilities, telephone lines, boating areas, ramps, streets, drives, docks, parking areas, walkways, wells, towers, antennas, screens, sensors, communication systems, entranceways, gates, signs, landscaping and other facility or facilities.

Section 2.6: Site or Lot: “Site”, “Building site” or “Lot” shall mean a lot, parcel or tract of land within the Park leased by the Developer to a Tenant or Owner of a facility within the Park or such lot, parcel or tract of land designated by the Developer as available or to become available for lease, or to be developed directly by the Developer or its successors and assigns.

Section 2.7: Design and Development Review Committee: “Design and Development Review Committee” or “DDRC” shall mean the Committee appointed by the Developer in

accordance with Section 4.1 below to review all proposed improvements and landscape plans in the Park.

Section 2.8: Architect: "Architect" shall mean a person holding a certificate of registration to practice architecture in the State of Nebraska.

Section 2.9: Landscape Architect: "Landscape Architect" shall mean a person holding a certificate of registration to practice landscape architecture in the State of Nebraska.

Section 2.10: Common Area: "Common Area" shall mean all real property within the Park which is set aside or designated by the Developer for the common use and enjoyment of all Owners and Tenants of the Park.

Section 2.11: Engineer: "Engineer" shall mean a person holding a certificate of registration to practice engineering in the State of Nebraska.

Section 2.12: Sign: "Sign" or "signage" shall mean any lettering, symbols, or other graphic display used to identify or advertise an event, location or business, including the supporting structure and devices used to display the sign.

Section 2.13: Street: "Street" or "streets" shall mean any present or proposed street, highway, road, or thoroughfare within or adjacent to the subject property regardless of whether or not it is shown on any recorded subdivision or parcel map, or record of survey, whether designated thereon as street, boulevard, place, drive, road, court, terrace, way, lane, circle, or otherwise.

Section 2.14: Use Permit: "Use Permit" shall mean any duly approved Use Permit authorized by the City of Lincoln and providing for development of one or more Sites within the Park.

Article III University of Nebraska Technology Park, L.L.C.

Section 3.1: Function: The function of the University of Nebraska Technology Park, L.L.C. (hereinafter "Developer") is to own, develop, manage and operate the Park. The Developer shall monitor and enforce compliance with these covenants, conditions and restrictions, including Tenant uses within the Park, and the conceptual integrity of the Park and its aesthetic qualities. The Developer shall review all proposed Tenant uses within the Park, including site layout and

architectural designs (including subsequent changes) and presentations and approve or disapprove same.

Section 3.2: Liability: Neither the Board of Regents of the University of Nebraska, the University of Nebraska, the University of Nebraska Foundation, the University of Nebraska Foundation Board of Directors, the Developer, the Developer's Executive Committee, or any officer, member, employee or agent of the Developer shall be liable to any Tenant or to anyone submitting plans for approval, or to any other party by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval, disapproval, or failure to approve any such plans in connection with the design review process set forth in Article IV herein or for any other action in connection with its or their duties herein. Likewise, any person or entity so submitting plans to the Developer for approval, by submitting such plans, agrees not to bring any action or suit to recover any damages against the Board of Regents of the University of Nebraska, the University of Nebraska, the University of Nebraska Foundation, the University of Nebraska Foundation Board of Directors, the Developer, the Developer's Executive Committee, or any officer, member, employee or agent of the Developer. The Developer's officers, employees and members shall not, as such, be liable on its debts or obligations and the directors, officers, employees, members, or other volunteers shall not be personally liable for any claim based upon an act or omission of such person performed in the reasonable discharge of his or her lawful corporate duties.

Article IV Design Review and Approval Processes

Section 4.1: Design and Development Review Committee: The Design and Development Review Committee (hereinafter "DDRC") shall be appointed from time to time by the Developer and shall consist of not less than three (3), nor more than seven (7) members, preferably to include at least one architect, one landscape architect, and one engineer. The DDRC shall have the responsibility to review all requests for construction or modification of Improvements in the Park and advise the Developer on said requests.

Section 4.2: Approval Process: Every Tenant must apply to the Developer for prior approval of any and all Improvements to be made to any Site. Approval shall be in accordance with the procedures set forth in the applicable ground lease between the Developer and the Tenant.

Article V
Building Design Guidelines

Section 5.1: Purpose: To produce an orderly and aesthetically pleasing environment that is compatible with the natural aspects of the park site as well as existing neighborhoods to the Park, the aesthetic appearance of the exterior of the buildings and other structures is of paramount concern to the Developer. Therefore, building design will weigh heavily in the Developer's decision to either approve or disapprove a proposed building. Building designs submitted for review must be in conformity with the provisions of this section.

Section 5.2: Building Density and Open Space Requirements: Building, parking lot and roadway paving coverage shall be limited as provided in the applicable Use Permit.

Section 5.3: Building Orientation to Topography and Site Features : In all cases, the natural topography and existing site features of the specific Lot shall be taken into account in designing and locating the building within the lot, with the intent to retain as much of the natural topography of the Park as possible.

Section 5.4: Site and Building Appearance: The following guidelines represent the standards which will be applied by the DDRC in reviewing proposed construction. The purpose of these guidelines is to produce orderly and aesthetically pleasing developments of quality architecture in harmony with the theme of the Park, and consistent with the intended use of the building(s).

Section 5.4(a): Views: The views of the downtown Lincoln skyline and natural landmarks are important to retain in development of the Park. The location and orientation of buildings and roadways must be integrated with the landscape to preserve and enhance the perceived views of these features. Views to and from each building site must be integrated into the context of the entire Park. Landscaping should be used to frame and enhance the views from a building site.

Section 5.4(b): Exterior Appearance: Architectural designs will be evaluated in terms of the sensitive integration of form, textures, and colors with the particular landscape and topographical character of each site, the Park as a whole, and its relationship to the neighborhood. Building construction and design shall be used to create a structure with substantially equally attractive facades of high quality. Any accessory buildings and enclosures, whether attached to or detached from the main building, shall be of similar design and materials.

Section 5.4(c): Building Materials: To maintain a high standard of construction and appearance, the exterior walls of each building are to be constructed of durable, permanent materials, including, but not limited to: Brick or stone, plaster or synthetic resin plaster, architectural finished concrete and glass-fiber reinforced concrete. Prohibited exterior building materials include, but are not limited to: Wood or wood products, aluminum or steel corrugated profile siding, composite or hardboard siding, plastics and asphaltic products. No temporary or inflammable material will be approved.

Section 5.4(d): Exterior Texture and Colors: Natural earth-tone colors will be encouraged. Strongly contrasting materials and colors should be reserved for accents, such as building entrances. Excessive use of many different facade materials and textures should be avoided.

Section 5.4(e): Building Massing and Density: Large buildings should be broken down in scale, both horizontally and vertically, into smaller elements, so that they give the appearance of being built up from an aggregation of subordinate volumes. In accordance with the Use Permit for the Park, building density for the entire park shall have a maximum floor-to-area ratio of 0.2 to 1, provided, however, that the ratio within any specific area of the Park may have a maximum floor-to-area ratio of 0.3 to 1, if approved by the Developer.

Section 5.4(f): Reflective Glass: Highly reflective surfaces that will generate glare should be avoided, especially at the pedestrian level.

Section 5.4(g): Building Elevation: Those buildings located within one hundred fifty (150) feet of the centerline of Highlands Boulevard and Northwest First Street shall have a maximum height of thirty-five (35) feet above the elevation of the center line on Highlands Boulevard or Northwest First Street, respectively.

Section 5.4(h): Rooftops: To ensure the preservation of views, all rooftop surfaces, equipment and accessories shall conform to the following guidelines:

1. The roof surface materials, texture, reflectivity and placement of rooftop mechanical equipment, vents and ducts shall be reviewed in terms of their effect on the views from other Park sites and structures.

2. Potentially reflective rooftop building elements shall be designed and installed in a manner which prevents reflected glare and obstruction of views of other sites and structures.
3. Rooftop radio, television and microwave antennas and towers will be allowed with specific approval by the Developer as to their size, height and location.
4. All penetrations through the roof should be organized in a manner that is integral to the architectural form of the building.

Section 5.4(i): Loading Areas: Loading areas for supplies and service shall be allowed as necessary to meet the requirements of the Tenant. Loading areas should be located to the rear or sides of buildings to minimize visibility from existing or proposed streets and neighboring properties. Loading areas should be internalized to the extent possible, and any portion of the loading area located outside any building shall be screened from view with landscaped berms and/or walls or fences designed to be compatible with the building exterior.

Section 5.5: Accessory Buildings: Tenants are discouraged from constructing accessory buildings on the Site, however, such buildings may be allowed at the discretion of the Developer, so long as they are of similar or compatible design and composition to the primary building located on the lot.

Section 5.6: Accessibility: All buildings, shall be constructed in such a manner so as to conform with the Americans with Disabilities Act, and all other local, state and federal laws relating to accessibility for persons with disabilities.

Section 5.7: Fencing: As a general rule, fences are not allowed and will be approved only for limited service areas. Perimeter fencing will not be permitted. The Developer may approve limited exceptions to this policy where the fencing is to be used for the purpose of screening other materials. In such event, the fencing must generally be a minimum of one foot above the materials being screened and must be approved by the Developer in advance of construction. Approved fencing should be of design and material to complement the building and park in general. Unless specifically approved in writing by the Developer, chain link or wood fencing shall not be permitted.

Section 5.8: Outdoor Storage: Unless specifically approved in writing by the Developer, no materials, supplies or equipment shall be stored in any area on a site, except inside a closed building. Garbage and refuse containers shall be concealed from view of adjoining properties and public streets by means of screening walls that complement the exterior design of the adjoining building. Screening walls shall be integral with the concept of the building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. All trash and rubbish shall be removed on a not less than weekly basis (see Section 12.15 below). No storage tanks, including but not limited to those for storage of water, propane gas or other fuel or chemical, shall be permitted on any site unless approved in advance in writing by the Developer, and then only when wholly within enclosed buildings or, if located outside, they shall be properly screened. In no event, however, shall storage tanks be located within one hundred fifty (150) feet of the setback lines adjacent to Highlands Boulevard and Northwest First Street.

Article VI Lot Layout; Parking

Section 6.1: Minimum Setback Lines: The Park should convey an urban, campus-like character from all major roadways. All buildings should be set back from interior and perimeter roads in sufficient dimensions to create a landscape zone between the buildings, parking and the street, and to ensure adequate light, sound control and privacy. Varying building set-backs meeting the minimum requirement should be encouraged to enhance visual interest. All buildings to be located in the Park shall meet setback requirements established by the applicable Use Permit.

Section 6.1(a): Special Setbacks: Special setback requirements may also apply to special building types. These may be negotiated, especially where spaces of unique character and interest are provided.

Section 6.1(b): Setback Exceptions: The following improvements are permitted within the setbacks:

1. Steps, walks, driveway access to site.
2. Landscaping, including landscaped earthen berm.
3. Illumination (not including floodlights for buildings).

4. Signs.

5. Where circumstances dictate, limited visitor parking may be allowed, provided, however, every effort should be made to locate convenient visitor parking outside of the setbacks.

Section 6.2: Utilities: The visual and auditory impacts of utilities, data transmission dishes, towers microwaves and related services should be minimized in all developments.

Section 6.2(a): Easements: Easements for the installation and maintenance of underground utilities, supply and transmission lines and drainage facilities shall be reserved by the Developer through all areas of the Park, excepting only areas within building sites on which buildings are located or areas within building sites for which plans and specifications for any building have been approved by the Developer. Such easements shall include the right of ingress and egress, provided that any damage to property or improvements thereon resulting from the installation, maintenance or repair of any underground utilities, supply and transmission lines or drainage facilities shall be repaired or replaced at the expense of the Developer or the authority which directed the activities causing the damage.

Section 6.2(b): Location of Utility Lines: All permanent utility lines shall be located underground and shall be designed and installed so as to minimize disruption of off-site activity during construction and or maintenance.

Section 6.2(c): Existing Feeder Lines: No building or other permanent structure shall be allowed to be constructed over existing feeder lines for water and sewer installed in the Park prior to development of that particular lot.

Section 6.2(d): Utilities During Construction: Temporary overhead utility facilities (including telephone) may be permitted at the discretion of the Developer during construction only.

Section 6.2(e): Data Transmission and Telecommunication Service: All data transmission and receiving telecommunication service equipment, including antennas, is permitted only with the express permission of the Developer and then only roof-mounted

or ground-mounted data transmission and receiving installations which conform to the following guidelines:

1. All devices for transmission or reception of communication signals shall be screened from view.
2. Rooftop devices shall be maintained below the building's highest architectural element so they are not visible within a horizontal line of sight.
3. Ground mounted devices shall be screened from view from adjacent streets and properties and shall be designed to integrate with the site with subdued use of colors that blend in with the surroundings.

Section 6.2(f): Transformers and Meters: Unless otherwise prohibited by governmental regulation, all transformers, switching boxes and other utility cabinets shall be screened from view. Transformers should be located away from major pedestrian routes and outdoor recreational areas due to possible noise. Transformers should also be located in such a manner as to protect building users and occupants from noise or other interference. All utility meters should be screened from public view. Landscape or architectural screens may be used for transformers and meters.

Section 6.2(g): Solar Energy: Equipment used in connection with the production of solar energy shall be subject to all applicable codes and regulations and shall be submitted for review prior to construction.

Section 6.3: Parking, Service and Access: All parking, loading and unloading areas must be sufficient to serve the business being conducted on the parcel without using adjacent streets or access driveways. The following criteria are minimum guidelines. More stringent requirements may be imposed if warranted by the intended use.

Section 6.3(a): Parking Ratios: Unless the Developer specifically agrees in writing, each Site shall have:

1. Company Employees. A minimum of one parking space for every 250 net usable square feet.

2. Company Vehicles: One parking space for every company vehicle based on the premises.
3. Visitors: One visitor parking space for every 300 square feet of administrative space, with a minimum of four parking spaces per lot to be provided for visitors.
4. Conference/Educational Facility: One parking space for every 150 square feet of administrative and professional office space, plus one space for every three seats of conference or educational space.
5. Handicapped Parking: Parking for persons with disabilities shall be governed by appropriate state and federal codes. Every effort should be made to meet the needs of persons with disabilities.

Section 6.3(b): Parking Location: Where feasible, parking areas shall be located within the air movement corridors to assist in minimizing carbon monoxide concentrations. The maximum recommended walking distance from the farthest parking space to a building shall be 200 feet for guest parking, and 500 feet for employee parking. Longer walking distances may be approved in situations where the walkway from the parking area to the building entrance is well designed and lighted and provides adequate security.

Section 6.3(c): Parking Restrictions: The following parking restrictions shall be observed within the Park:

1. No parking will be permitted on the streets of the Park.
2. No parking will be permitted between public street pavement and property lines.
3. Areas designated for automobile use shall not be used for trucks, commercial vehicles or storage.
4. Adequate loading and maneuvering space will be provided for each site, separated from parking areas.
5. All parking areas will be landscaped in accordance with Section 7.5 below.

6. The Tenant shall be responsible for the general upkeep of the parking areas and driveways, including snow and ice removal.

Section 6.4: Surfacing: All driveways and parking areas shall be surfaced with concrete paving and curbed with cast-in-place concrete curbs, and shall have painted stalls, divider lines and directional arrows, as needed for the protection and designation of vehicular traffic patterns.

Section 6.5: Exterior Lighting: The following guidelines are intended to provide for a safe, functional, visually attractive and coordinated site lighting system. Exterior lighting shall be provided to meet the following guidelines:

1. All wiring for exterior lighting, including but not limited to driveway, walling area, parking, and decorative lighting, shall be underground.
2. All types of light fixtures shall meet the style standards as set by the Developer.
3. All light fixtures shall be oriented such that glare directed onto adjacent properties, including streets and neighboring tenant lots, is minimized. Luminaries shall have a cutoff classification with no more than 2.5 percent of the candlepower above 90 degrees from vertical, nor more than 10 percent above 80 degrees from vertical. As an alternative, shields may be installed on the luminaries to achieve the cutoff requirements, or non-cutoff luminaries shall have a light source that emits no more than 10,000 lumens at each pole location. The luminaries shall be designed to eliminate glare. In no case will lighting from any development in the Park exceed one-half (0.5) maintained horizontal foot-candle measured on adjacent residential zoning districts, including public ways.
4. Light standards shall be restricted to a maximum height of thirty (30) feet. Poles should be a neutral, dark color.
5. All lighting installations shall conform to the latest edition of the National Fire Protection Association National Electrical Code.
6. Except as noted in these standards, all parking lots will be lit in accordance with the 8th edition of the Illuminating Engineering Society of North America (IES), "Lighting Handbook", or successor edition.
7. Each Tenant shall maintain all light fixtures in proper operating condition.

- 8. Parking and driveway lights shall be of a style and color consistent with established Park standards and harmonize with the architecture of the proposed building on that lot.
- 9. All light sources shall be color-corrected high-pressure sodium.
- 10. Average intensity of lighting should be:

Parking lots	No more than four (4.0) horizontal foot-candles, average maintained, nor less than two-tenths (0.2) horizontal foot-candles average maintained.
Entry Drives	0.5 foot-candles
Paths and Steps	1.0 foot-candles
Building Entrances	5.0 foot-candles
Use Areas Near Building	5.0 foot-candles

- 11. Parking Lots shall have a uniformity ratio of no greater than four to one (4:1), average to minimum foot-candles over the entire parking lot.

Section 6.6: General Maintenance: Each Tenant shall, at all times, keep its Lot and improvements in a safe, clean, neat and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety.

**Article VII
Landscaping**

Section 7.1: Purpose: It is the intent of the provisions of this Article to promote the establishment of compatible and continuous landscape development to enhance and unify the Park. More specifically, the Standards herein are intended to provide for an attractive and well maintained appearance in areas not covered by buildings or parking, to enhance and preserve the existing site character, and to minimize the adverse visual environmental impacts of large paved areas.

Section 7.2: Conceptual Plan: It is the intent of the Developer that the development and maintenance of landscaping within the Park follow a consistent pattern. For this reason, each Site will be divided into zones (as defined below) for purposes of giving the Tenant guidance on the appropriate landscaping schemes and materials for each part of their Site. Each site shall be divided into a maximum of four (4) zones for purposes of developing appropriate landscape

plans and maintenance schedules. In general, the closer to the building, the more refined or structured the landscape. Although many of the same materials may be used in different zones, the management of those materials can differ. "Formal" plans and pruning techniques are appropriate only in the zone closest to the building. Inner zones may be treated as natural landscapes; outer zones may not be treated as formally managed landscapes.

Section 7.2(a): Inner Zone: The Inner Zone is defined as that area surrounding the primary building(s) on the Site, and should be designed and developed as managed landscape with appropriate irrigation.

Section 7.2(b): Perimeter Zone: The Perimeter Zone is defined as that area abutting the boundaries of the Site, and should be designed and developed as native and naturalized landscape, utilizing as much of the native vegetation as possible, and allowing this Zone to retain its character with limited future maintenance.

Section 7.2(c): Intermediate Zone: The Intermediate Zone is defined as that area between the Inner Zone and the Perimeter Zone. It should be designed and developed as a transition area between the Inner Zone and the Perimeter Zone. The Intermediate Zone should provide a smooth and aesthetically pleasing transition from the native and naturalized vegetation of the Perimeter Zone to the introduced and managed vegetation of the Inner Zone.

Section 7.2(d): Outer Zone: The Outer Zone is defined as that area of the Perimeter Zone which is adjacent to the outer boundaries of the Park, and should be designed and developed to complement the overall image of the Park and surrounding neighborhoods. The Outer Zone should also be designed and developed to provide an appropriate transition with other Park property, where necessary.

A sample design scheme identifying these zones is attached as **Exhibit "C"**.

Section 7.3: Parking Lot Landscaping: The setback space between streets and parking lots shall be landscaped in accordance with the zone concept set forth in Section 7.2 above. Where possible, berming shall be provided in order to screen parked cars. Where berms are not possible due to space limitations, the parking shall be screened through the use of appropriate plantings.

Section 7.4: Unimproved Areas: All areas not paved or built upon must be landscaped in accordance with the zoning concept in Section 7.2 above. Large uninterrupted areas of gravel, wood mulch or bare-soil are prohibited.

Section 7.5: Irrigation Systems: All irrigation systems are to be below ground, fully automated systems in compliance with all applicable building code requirements. All backflow control devices are to be located within the confines of the building or a support structure. All parking areas, drives and walks are to be designed to minimize spray onto pavement.

Section 7.6: Variety of Plant Materials: There should be an interesting variety of plant materials used in the landscape plan--large and small deciduous trees; large medium and small shrubs; large and small evergreen trees; large, medium and small evergreen shrubs; and groundcovers.

Section 7.7: Areas of Future Development: Undeveloped areas leased to a Tenant and held in reserve for future building or pavement development, need not be irrigated or fully landscaped. These areas, however, shall as a minimum, be seeded with a drought resistant turfgrass mix to hold down weed growth and to minimize wind and water erosion. The use of temporary, on-grade irrigation systems is encouraged. All required setback areas must be landscaped within two years of the commencement of construction of the improvements, whether or not all phases of development are complete.

Section 7.8: Preservation of Existing Major Trees and Attractive Vegetation: A premium will be placed on the preservation of the natural tree cover and other unique characteristics of the landscape in order to:

1. Maintain a sense of natural amenity, which will distinguish the property as a unique and attractive setting.
2. Take advantage of the natural subdivision of the total property into precincts or "exterior rooms" created by the juxtaposition of windbreaks and wooded areas with open fields.
3. Preserve the intrinsic environmental values and continuity of mature, native tree cover as a wildlife habitat and as protection against erosion and contamination by runoff to streams on the site.

Therefore, all free-standing trees on the site with a trunk diameter of six (6) inches or more at three feet above grade and all forested areas and windbreaks, including understory plant material, should be preserved in the design, grading and construction. No such plant material will be removed without prior approval of the Developer.

Section 7.9: Installation and Maintenance: The Tenant shall be responsible for the installation and proper maintenance of all landscape materials in accordance with maintenance standards as set from time to time by the Developer.

Section 7.10: Design Standards Manual: Additional amplification regarding the technical development of the landscape plan shall be included in the "Design Standards Manual" as developed and revised from time to time by the Developer. Each prospective Tenant shall be given a copy of the Design Standards Manual to assist with development of the landscape plan to be submitted to the DDRC for review.

Article VIII Site Grading and Drainage and Soils

Section 8.1: Purpose: It is the intent of the provisions of this Article to establish controls on the soils for landscaping, grading and drainage of lots within the Park for the mutual benefit of the Park and individual Tenants. In general, site grading shall be kept to a minimum and drainage designed to minimize erosion and any adverse effects on the environment.

Section 8.2: Effect on Adjacent Tracts: Each lot shall be graded such that the existing drainage patterns are not altered, except as permitted hereinafter. Sediment control provisions shall be incorporated in the planning or preliminary engineering stage of all projects. These erosion and siltation control measures must be placed before construction can begin, and must comply with appropriate local, state and federal regulations.

Section 8.3: Storm Water Drainage: Storm water shall be collected on-site and discharged into the Park storm water systems by one of the following methods:

1. By connection of a storm drain to the back of a curbside storm drain inlet or to a storm drain stub-out. All such connections shall be at points acceptable to the Developer and the City of Lincoln, where appropriate.

2. By construction of an approved outfall pipe to the existing drainageways in the Park. Requests for permission to construct such outfall pipes shall be submitted in writing to the Developer for approval and shall address the aesthetic and environmental aspects of the outfall as well as engineering and construction information.

Section 8.4: Landscaped Areas: Landscaped areas adjacent to Park streets or existing drainageways may drain by sheet flow to the adjacent street or ravine.

Section 8.5: Roof Drains: All structures shall be equipped with interior roof drains or gutters and downspouts. Where possible, downspouts shall be connected to the underground storm drain system via underground pipes. No downspout water shall be permitted to be deposited onto landscaped areas or open ditches.

Section 8.6: Building and Floor Drains: Building process and floor drains shall not be connected to the underground storm drain systems. Such drains shall be connected by underground piping to a sanitary sewer within the lot boundaries. Building foundation drains shall be connected to the underground storm drainage system.

Section 8.7: Storm Drains and Appurtenances: All elements of the underground storm drainage system shall be designed and constructed in accordance with established design criteria (including a 10-year frequency storm), materials, and construction standards. Easements may be required for underground or overland drainage, and must be entered into prior to construction.

Section 8.8: Drainage During Construction: Tenants shall take special care to minimize the adverse effects of construction on adjacent tenants and on Park streets and drainageways. Specifically, tenants shall take action to prevent sedimentation of adjacent drainageways and shall promptly remove sedimentation and clean up any mud or other debris or residue deposited on Park streets during construction. If so directed by the Developer, the Tenant shall comply with designated points and routes of access and egress to be used during construction to minimize adverse effects on the property of the Park and other tenants.

Section 8.9: Soils for New Landscaping: Soils used for new landscapes and restored areas shall be topsoil native to the area, if available. Topsoil for turf must be developed to a minimum depth of six (6) inches and tree, shrub and flower bed topsoil must be developed to a minimum depth of twelve (12) inches. Top soil must contain a minimum of 2.0% organic matter. Soils used for landscaping with less than 2.0% organic matter shall be amended with approved compost to bring organic matter to minimum levels. Compost must be mixed to full depth of

topsoil, as defined above. All topsoils developed must have an acidity range (pH) between 5.5 and 7.5. Topsoils and subsoils compacted by construction activity must be chiseled to full depth of compaction prior to site grading and soil preparation for planting.

Article IX Signage

Section 9.1: Purpose: It is the intent of the provisions of this Article IX to encourage attractive signage, lighting, and other private visual media which aid in the orientation and identification of uses and activities within the Park. The standards set forth in this Article as adopted from the Highlands Technology Park Special Sign District (the "Sign District") which incorporates the Sign Plan, approved by the City of Lincoln pursuant to Ordinance #16901, are intended to enhance and preserve the park-like environment by controlling the design, size, location, and number of signs in the Park, while allowing some flexibility to enable users of the Park to incorporate their organization's unique logos or trademarks in their identification while achieving a uniformity in the basic sign design.

Section 9.2: Definitions: For the purpose of this Article, the terms below shall be specifically defined as follows:

Section 9.2(a): Area of Sign: The area of the largest single face of the sign within a perimeter which forms the outside shape, including any frame which forms an integral part of the display, but excluding necessary support or uprights upon which the sign may be placed. If the sign consists of more than one section or module, all areas will be totaled.

Section 9.2(b): Facade: That portion of any exterior elevation of a building extending vertically from the grade to the top parapet wall or eaves and horizontally across the building in one plane of elevation.

Section 9.2(c): Mobile Sign. A sign designed and constructed to be transported by its own wheels.

Section 9.2(d): Temporary Sign: Any outdoor sign or device including but not limited to banners, pennants, flags or advertising display constructed of wood, cloth, canvas, light fabric or other light materials, with or without frames, intended to be displayed for a

limited period of time only, not to exceed fifteen (15) days in a calendar year, and not permanently affixed to a building and/or the ground.

Section 9.3: Sign Responsibility.

Section 9.3(a): Developer Signs: The Developer shall be responsible for designing, constructing, and maintaining the Entrance ID Signs, the Internal Directional Signs, and the Interstate Sign, all defined in Section 9.4 (“Developer Signs”). The design of the Developer Signs, along with the signs for which the Tenants are responsible, shall share a common and consistent design in accordance with this Article to promote the unique atmosphere of, and unity within the Park.

Section 9.3(b): Tenant Signs: Each Tenant shall be responsible for the design, construction, and maintenance of the Building ID Sign and/or Wall Sign and the Building Directional Sign(s), all as defined in Section 9.4 used to identify each building and tenant. Each building shall have a Wall Sign and/or a Building ID Sign identifying the name of the building and the individual Tenants located therein. A multi-tenant facility shall have Wall Sign(s) and/or Building ID sign(s) identifying all Tenants located within such facility. Each Tenant shall be responsible for the Building Directional Signs governing the locations and features of the buildings for deliveries, accessible parking designations, and other building-specific uses. The Building ID Signs, Wall Signs, and Building Directional Signs (“Tenant Signs”) shall be the responsibility of the Tenant and shall be reflected on each tenant’s individual site plan.

Section 9.3(c): Prohibited Signs: Signs painted directly on the facade of a building are prohibited. In addition, temporary signs and mobile signs shall be prohibited within the Park, except as expressly approved by Developer in writing. Construction signs identifying an architect, contractor, or lender shall be permitted on a temporary basis during periods of construction, but shall be removed upon substantial completion of construction.

Section 9.4: Permitted Signs: No signs shall be permitted in the Park except as provided in the Sign District and in this Article IX.

Section 9.4(a): Wall Signs: A Wall Sign shall mean any sign attached to the wall or facade of the building with a display surface parallel to the wall or facade to which it is attached and which projects no more than 24 inches from the wall surface. No Wall Sign

shall extend vertically or horizontally beyond the building facade to which the sign is attached. Wall Signs shall be limited to a size or area no greater than fifteen percent (15%) of coverage of the entire facade. Wall Signs shall be located on the facade of a building oriented to the internal streets and parking areas of the Park, and shall be shown on each tenant's individual site plan.

Section 9.4(b): Building ID Sign: A Building ID Sign shall mean a ground sign which is in contact or is close to the ground and is independent of any other structure, and the top edge of the sign is six (6) feet or less above the surrounding grade and identifies a particular building or the Tenant(s) located within such building. The company or business name or logo for the Tenant(s) being identified may be used on such signs. Building ID Signs shall not exceed thirty-two(32) square feet in area nor six (6) feet in height. The Building ID Signs shall be located adjacent to the right-of-way of the internal streets of the Park as shown on the Sign Plan which is part of the Sign District, and may be located within the building setback area.

Section 9.4(c): Interstate Sign: The Interstate Sign shall mean the sign which is used to identify the Park and is located on the Southeast boundary of the Park adjacent to the public right-of-way for Interstate 80 for which approval has been obtained by the Nebraska Department of Roads. The Interstate Sign shall not exceed three hundred (300) feet in area nor thirty (30) feet in height.

Section 9.4(d): Entrance ID Sign: An Entrance ID Sign shall mean a ground sign that is located at the entrances of the Park adjacent to the rights-of-way for N.W. 12th Street, Highlands Boulevard, and N.W. 1st Street used to identify the entrances to the Park. The Entrance ID Signs shall not exceed one hundred (100) square feet in area nor eight (8) feet in height. The Entrance ID Signs shall be located at the entrances to the Park adjacent to such public streets as shown on the Sign Plan.

Section 9.4 (e): Internal Directional Signs: The Internal Directional Signs shall mean those ground signs which serve primarily to designate the location or direction of any area, place, or building within the Park. The Internal Directional Signs shall not exceed fifty (50) square feet in area nor six (6) feet in height. The Internal Directional Signs shall be located at those various locations within the Park as shown on the Sign Plan.

Section 9.4(f): Building Directional Signs: The Building Directional Sign shall mean those signs which provide for specific uses of or services for a building within the Park.

The Building Directional Signs may include public information indicating loading and delivery areas, various building entries, parking lots, etc., and shall not exceed twelve (12) square feet in area, nor four (4) feet in height. The graphics/signage system shall incorporate graphic representations as found in the latest edition of "Manual on Uniform Traffic Control Devices", as published by the U.S. Department of Transportation, Federal Highway Administration. The Building Directional Signs shall be located adjacent to a building and parking area as shown on each tenant's individual site plan.

Section 9.5: Color: The background of the copy area of all signs shall be of a neutral color. The lettering or copy on each sign for the Developer Signs shall be a standard color selected and approved by the Developer. The lettering or copy on the Tenant Signs may be a color used or identified with a tenant subject to Developer approval pursuant to Section 9.8.

Section 9.6: Materials/Texture/Lighting: All signs, excluding the Wall Signs and Building Directional Signs, shall be constructed of a finished concrete base such as is used for a monument sign, or a similar durable material approved by Developer. The lettering or copy of all signs shall be constructed of aluminum or other durable material approved by Developer. Signs may be illuminated only by a steady, stationary, shielded light source directed solely at the sign, or back-lit, without causing any glare for motorists, pedestrians, or other tenants or neighbors. Illumination of any sign shall not exceed three hundred (300) foot lamberts measured at any point on the building envelope near or upon which the sign is located.

Section 9.7: Review and Approval: All of the Developer Signs shall be shown on the Site Plan and the Tenant Signs shall be shown on the Tenant's individual site plan. The Tenant's individual sign plan showing the design, color, and location of the Tenant Signs shall be submitted to Developer and the City of Lincoln for review and approval prior to any construction, in accordance with the Sign District, these Covenants and the Ground Lease. All of the Permitted Signs described in Section 9.4 above which are ground signs shall be located outside of the critical sight distance areas in conformance with the design standards of the City of Lincoln.

Article X Streets; Driveways; Sidewalks

Section 10.1: Vehicular Circulation Design Guidelines: It is the intent of the provisions of this article to address basic planning concepts for the arrangement of streets and roads, and access to lots from those streets and roads. Safe convenient vehicular circulation is a paramount

feature of the Park plan. Roads are planned to emphasize view corridors, and are generally laid out in serpentine sections to create visual interest. Coordinated landscaping along major roads and at driveway entrances is stressed.

Section 10.2: Driveways to Lots from Parkway or Secondary Streets: Each driveway to a lot from public right-of-way shall meet City of Lincoln standards.

Section 10.3: Passenger Drop-offs and Loading: Passenger drop-off areas shall be incorporated into all projects within the Park to provide safe, convenient use. A separation between driveway curb cuts and drop-off areas should be incorporated to minimize turning conflicts. There should be a clear separation of vehicular traffic between drop-off zones and access to a parking lot. Drop-off lanes should be designed so as not to obstruct traffic flow when motorists are stopped to discharge passengers. Textured and/or colored paving material that is distinguishable from the travel lane should be used at the drop-off area. Drop-off and loading zones shall be clearly identified by appropriate signage.

Section 10.4: Emergency and Utility Access: Emergency vehicles should be able to reach each building in the Park on clearly designated routes. Where possible, access for emergency vehicles should be provided to all sides of the building. All City of Lincoln regulations shall be met in designing emergency access to buildings. Where feasible, emergency routes between adjacent buildings should be connected. All lots shall provide unobstructed access to all utility connections (manholes, etc.).

Section 10.5: Sidewalks: Sidewalks shall be located as shown on the applicable Use Permit, and shall be constructed by the Tenant. Additionally, walkways to building entrances shall be connected to the sidewalk traversing the front of the lot and/or to the parking area designated to serve that lot. Areas on each side of sidewalks in the Park shall be landscaped in accordance with the provisions of Article VII above. Sidewalks shall be maintained by the Tenant in all locations where the sidewalk crosses that particular Tenant's Lot. Other areas of the sidewalk located in common areas of the Park shall be maintained by the Developer.

Section 10.6: Hiker/Biker Trails: The Developer has designated a Hiker/Biker Trail to be located within the Park. This Trail will tie in to the City of Lincoln Trail System and will be built in accordance with specifications developed by the City of Lincoln for Trails.

Section 10.7: Maintenance: Those streets which are publicly dedicated shall be maintained in all respects by the City of Lincoln. Other streets which are considered as private streets

providing access to more than one Tenant shall be maintained by the Developer. Other streets, driveways and parking lots which are used by one Tenant shall be maintained by that Tenant.

**Article XI
Common Areas**

Section 11.1: Purpose: It is the intent of this Article to establish guidelines for the use and maintenance of common areas located within the Park.

Section 11.2: Use: Common areas located within the Park shall be available for the use and enjoyment of Tenants and any other persons in the Park, provided, however, that no unlawful activity shall be allowed at any time within the common areas of the Park.

Section 11.3: Maintenance: All common areas located within the Park shall be maintained at all times by the Developer, unless otherwise provided for within any specific ground lease between the Developer and the Tenant.

**Article XII
Environmental Standards**

Section 12.1: Purpose: It is the intent of this Article to establish guidelines to insure that all Tenants and other users of the Park are in compliance with all applicable local, state or federal laws governing environmental standards for property owners and operators.

Section 12.2: Air Pollution: Every use in the Park shall be so operated as to comply with the emission limitations specified in the Municipal Code, City of Lincoln, Nebraska, as the same may be amended or revised, except that in the case of visible emission restrictions, no visible emissions will be allowable in the Park.

Section 12.3: Odor: No odors shall be emitted that are detectable without instruments at or beyond any lot line.

Section 12.4: Vibration: No vibration shall be produced that is detectable without instruments at or beyond any lot line.

Section 12.5: Noise: Every use shall be so operated so as to comply with the noise limitations specified in the Municipal Code of the City of Lincoln, Nebraska, as the same may be amended or revised.

Section 12.6: Gases: Fumes or gases shall be regulated by the Nebraska Department of Environmental Quality.

Section 12.7: Dust: Solid or liquid particles shall not be emitted at any point in concentration exceeding 0.3 grains per cubic foot of the conveying gas or air. For measurement of the amount of particles in gases resulting from combustion, standard corrections shall be applied to a stack temperature of 500 degrees Fahrenheit and 50% excess air.

Section 12.8: Fire and Explosion Hazard: All activities and all storage of flammable and explosive materials shall be in accordance with the National Board of Fire Underwriters' publications and other local ordinances.

Section 12.9: Radiation: Research operations in the Park shall cause no dangerous radiation at any property line as specified by all applicable governmental regulations.

Section 12.10: Radioactive Materials: The handling of radioactive materials, the discharge of such materials into air or water, and the disposal of radioactive wastes, shall be in conformance with all applicable governmental regulations.

Section 12.11: Electromagnetic Interference: Operations in the Park shall emit only that amount of unshielded spurious electromagnetic radiation as is necessary for the conduct of their operations. Federal Communications Commission requirements shall govern the maximum radiation which tends to interfere with meaningful signals.

Section 12.12: Water Pollution: No effluent shall be discharged into any system. Discharge into the City of Lincoln sewerage system shall be in accordance with the standards of the City of Lincoln.

Section 12.13: Excavation: Only excavation made in connection with construction of an improvement shall be permitted, and then only when proper protection is afforded adjacent property; and, upon completion thereof, exposed openings shall be back-filled and disturbed grounds shall be graded, stabilized and restored as close to its original condition as is practicable.

Section 12.14: Waste: Treatment and disposal of emissions, effluents and wastes must meet requirements of all federal, local, and state standards. External collection facilities must be screened and not be visible from outside the lot lines. Specifically prohibited is the disposal of dangerous, noxious, radioactive or offensive wastes or materials by dumping, burying or storing them on the property.

Section 12.15: Animals and Livestock: Unless otherwise approved by the Developer, no livestock or other animals shall be kept outside any building or structure.

Section 12.16: Refuse Collection: Common refuse shall be collected on site and placed in dumpsters for removal. Removal or emptying of dumpsters shall be at Tenant expense by the Developer or by a contractor approved by the Developer. Tenants shall ensure that dumpster areas are kept clean, sanitary and free of loose refuse. Dumpsters shall be located and screened in accordance with other provisions of these covenants.

Article XIII Permitted Uses

Section 13.1: Purpose: It is the intent of the Developer to establish a Park in which research facilities, pilot plants, limited scale production facilities and related support facilities consistent with applicable municipal zoning ordinances and use permits will be permitted.

Section 13.2: Permitted Ownership: Facilities in the Park may be owned or leased by private or public entities.

Section 13.3: Permitted Uses: The facilities and uses permitted to locate within the Part shall be those uses that are in compliance with the siting criteria designed by the Developer and in compliance with the applicable Use Permit issued by the City of Lincoln.

Section 13.4: Prohibited Uses: The following uses of sites in the Park shall not be permitted:

1. Residential dwellings
2. Any use that involves a noxious odor, excessive emission of smoke, steam or vapor, an excessive noise level, vibration or any of the other act that does not meet environmental standards set out in Article XII above, or that is in violation of any applicable law or ordinance relating to environmental standards.

3. Any other use which is contrary to law or that violates any part of these Covenants, Conditions and Restrictions or the provisions of the Tenant's Ground Lease.

Section 13.5: Compliance: Before execution of any lease, prospective Tenants must satisfy the Developer that their proposed uses within the Park will comply with the provisions of these covenants, conditions and restrictions; and Tenants must continue to comply with the provisions of these covenants, conditions and restrictions throughout the lease term, the term of ownership of facilities, or occupancy within the Park. All Tenants and proposed uses must be approved in writing by the Developer prior to execution of a lease or occupancy within in the Park. The provisions of this article shall also apply to any subleases which may be entered into by any Tenant for any facility located within the Park.

Section 13.6: Duration of Use: Approval by the Developer of any use by a Tenant as herein provided shall continue for the term of the lease unless such use is otherwise declared illegal subsequent to such approval or the Tenant is in substantial breach of these covenants, conditions and restrictions. Tenants must continue to comply with provisions of these covenants, conditions and restrictions throughout the lease term.

Article XIV Variances

Section 14.1: Permitted Variances: In those instances where, in the opinion of the Developer, strict compliance with these specific covenants, conditions and restrictions would create an undue hardship by depriving the Tenant of the reasonable use of its site or where, in the opinion of the Developer, there are unusual characteristics which affect the property or use in question and which would make strict compliance with these covenants, conditions and restrictions unfeasible, the Developer may grant the Tenant a variance from these covenants, conditions and restrictions so long as the general purpose of the covenants is maintained. Any variance granted from the provision of these covenants, conditions and restrictions shall only be applicable to the specific site, conditions and time period for which the variance is granted, and in no respect shall constitute a change in or shall affect the terms and conditions set out in these covenants, conditions and restrictions as the same apply to other sites.

Article XV
Enforcement, Duration and Amendment

Section 15.1: Duration and Enforcement: The covenants, conditions and restrictions herein contained shall run with the land and be binding upon and inure to the benefit of the Developer, its successors and assigns for a term of twenty-five (25) years from the date these covenants, conditions and restrictions are recorded, after which time, said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, except that any easement created hereby shall exist to the extent permitted by law. These covenants, conditions and restrictions shall be monitored and enforced by the Developer. In the event any of these provisions are violated, the Developer shall notify the Tenant in writing of the specific violation and may take any and all appropriate action authorized by law against the party or parties violating or attempting to violate any of these provisions to prevent them from so doing, to cause any such violation to be remedied, and/or to recover damages resulting from such violation. In any legal or equitable proceeding to enforce these provisions or to enjoin their violation, the party or parties against whom judgment is entered shall pay reasonable attorneys' fees of the Developer in such amount as may be fixed by the entity before which such proceedings are conducted.

Section 15.2: Amendment: These covenants, conditions and restrictions may be amended from time to time, as the Developer deems necessary or desirable to promote, protect or preserve development in the Park; or certain land currently included hereunder may be deleted, or additional land may be included herein by an instrument in writing duly executed and acknowledged by the Developer. Amendments made pursuant to this section shall inure to the benefit of and be binding upon the Developer, Tenants and their respective successors and assigns; provided however, any improvements to any site shall be deemed to be in compliance with these covenants, conditions and restrictions so long as such improvements were constructed and completed in accordance with the version of the covenants, conditions and restrictions in existence at the time of commencement of construction of said improvements, but provided further, however, that any subsequent alterations and /or additions shall be in conformance with the then existing covenants, conditions and restrictions at the time and any such alterations and/or additions as constructed. Upon approval of the Developer, all amendments to these covenants, conditions and restrictions shall be submitted to the Planning Director of the City of Lincoln for approval prior to implementation.

Section 15.3: Rules and Regulations: The Developer, from time to time, may promulgate reasonable rules and regulations governing the operation of the Park. These rules and regulations shall be binding on all Tenants of the Park.

Article XVI

Requirements of Federal, State and Municipal Authorities

Section 16.1: Compliance: Nothing herein is intended, nor shall be construed to be in lieu of compliance with any Federal, State or Municipal statute, rule or regulation. Tenants must comply with all local, state or federal statutes, rules or regulations which affect the site, including, but not limited to, zoning, building codes, fire codes and environmental requirements.

Section 16.2: Conflict: In the event of any conflict between these covenants, conditions and restrictions and any such governmental codes, regulations, restrictions, and requirements, the provisions which require more restrictive standards shall apply.

Article XVII

General Provisions

Section 17.1: Notice: Wherever written notice to a Tenant is permitted or required hereunder, such shall be given by the mailing of such to the Tenant at the address of such Tenant appearing on the records of the Developer, unless such Tenant has given written notice to the Developer of a different address, in which event such notice shall be sent to the Tenant at the address so designated. In addition, any notice under this section shall also be delivered to the Tenant's lienholder, if any. All such notices given hereunder shall conclusively be deemed to have been given by the Developer by placing the same in the United States mail, properly addressed, whether received by the addressee or not.

Section 17.2: Severability: In the event any of these covenants, conditions and restrictions is invalidated by judgment or court order, all of the remaining covenants, conditions and restrictions shall continue in full force and effect and shall in no way be affected.

Section 17.3: Gender: The use of the masculine gender herein shall be deemed to refer to the feminine gender, and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

Section 17.4: Waiver: No provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

Section 17.5: Intent: Neither these covenants, conditions and restrictions or the method set forth herein for the approval of plans and specifications under the design review, nor any one or more agreements between the Developer and any Tenant, is intended nor shall the same ever be construed so as to create a co-partnership or joint venture between the Developer and the Tenant, nor to make them joint venturers, nor so as to make either responsible for the debts and/or losses of the other.

Section 17.6: Captions: The captions and articles in sections herein are used for convenience only and are not intended to in any way define, limit, or describe the scope and intent of the particular article, section or paragraph to which the refer.

WHEREFORE, these covenants, conditions and restrictions are entered into on this 7 day of August, 1997.

ATTEST:

By: Timothy L. Thietje

Title: Corporate Secretary

State of Nebraska)

) ss.

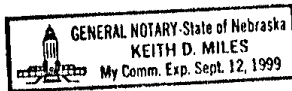
County of Lancaster)

UNIVERSITY OF NEBRASKA
FOUNDATION, Declarant

By: Terry L. Fairfield

Title: President

The foregoing instrument was acknowledged before me on Aug. 7, 1997 by Terry L. Fairfield and Timothy L. Thietje, the President and Corporate Secretary, respectively, of the University of Nebraska Foundation, a Nebraska nonprofit corporation on behalf of said organization.



Keith D. Miles
Notary Public

The foregoing covenants, conditions and restrictions are hereby acknowledged and adopted by **TRANSCRIPT INTERNATIONAL, LTD** with respect to the following described real estate which is owned by Transcript International, Ltd.:

Lot 1, Highlands Coalition 2nd Addition, Lincoln, Lancaster County, Nebraska

It is the intent of the University of Nebraska Foundation, the University of Nebraska Technology Park, L.L.C., and Transcript International, Ltd. that said property be considered a part of the Park. Further, Transcript International, Ltd. agrees that said covenants, conditions and restrictions herein contained shall run with the above described land and shall be binding upon and inure to the benefit of Transcript International, Ltd., its successors and assigns, in accordance with Section 15.1 above.

TRANSCRIPT INTERNATIONAL, LTD.

By: *John T. Connor*
Title: Chairman

State of Nebraska)
) ss.
County of Lancaster)

The foregoing instrument was acknowledged before me on the 7 day of AUGUST, 1997, by JOHN T. CONNOR, the CHAIRMAN, of Transcript International, Ltd., a Nebraska corporation on behalf of said organization.



Keith D. Miles
Notary Public

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08/06/97

**University of Nebraska Technology Park
at The Highlands Goals**

- 1. Assist economic development in Nebraska**
- 2. Produce tangible benefits to the University of Nebraska system**
- 3. Provide a high quality, environmentally sensitive, and financially secure physical presence**

1. Assist economic development in Nebraska

Ideal tenants will be those which create new jobs or the potential for new jobs in Nebraska, create new wealth in Nebraska through the importation of new dollars to Nebraska, provide reasonable multipliers of those new dollars within the state, help create or attract other new firms, and enhance the general image of Nebraska.

2. Produce tangible benefits to the University of Nebraska system

Ideal tenants will have direct, defined relationships with the University of Nebraska system which support continued development of enhanced basic and applied research. Examples of the types of relationships might include: research/consulting contracts which provide income for NU; royalty agreements which provide income for NU; agreements which facilitate the transfer of technology between the tenant and NU; tenant financial support of NU programs; internships; post-Doctoral programs; creation of job opportunities matching NU graduate skills; tenant use of new technologies; research combined with commitment to interact with NU; or tenant use of technologies which are complimentary to existing areas or emerging areas of NU teaching or research.

3. Provide a high quality, environmentally sensitive, and financially secure physical presence

The University of Nebraska Technology Park at The Highlands will establish a prestige presence which will attract and retain tenants who project a "high tech" image. Building covenants and conditions for locating in the park will be well defined and enforced to assure existing tenants and the surrounding community that their investment in the park will be protected. While financial return is not the primary focus, the Technology Park itself will not subsidize tenants. The project is a long term effort which will take 20 to 25 years to fully occupy and should, at that time, return the original investment plus reasonable interest.

LEGAL DESCRIPTION

OUTLOT "A", HIGHLANDS COALITION 2ND ADDITION, THE REMAINING PORTION OF OUTLOT "R", BLOCK 6, HIGHLANDS COALITION, LOT 1, BLOCK 1, AND LOT 1, BLOCK 2, UNIVERSITY OF NEBRASKA TECHNOLOGY PARK, ALL LOCATED IN THE SOUTH HALF OF SECTION 3, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA.

AND

THAT PORTION OF OUTLOT "A", UNIVERSITY OF NEBRASKA TECHNOLOGY PARK LYING IN THE SOUTH HALF OF SECTION 3, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA.

AND

THAT PORTION OF OUTLOT "A", UNIVERSITY OF NEBRASKA TECHNOLOGY PARK LYING IN THE NORTH HALF OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA.

AND

A TRACT OF LAND COMPOSED OF A PORTION OF THE REMAINING PORTION OF LOT 63 I.T., LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 10 NORTH, RANGE 6 EAST OF THE 6TH P.M., LANCASTER COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 10, THENCE ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 36 MINUTES 17 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 466.93 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF OUTLOT "A" UNIVERSITY OF NEBRASKA TECHNOLOGY PARK, THENCE SOUTH 28 DEGREES 21 MINUTES 31 SECONDS WEST ALONG THE EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 164.82 FEET TO A POINT OF DEFLECTION, THENCE SOUTH 37 DEGREES 01 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF SAID OUTLOT "A", A DISTANCE OF 508.79 FEET TO THE SOUTHEAST CORNER OF SAID OUTLOT "A", SAID POINT BEING THE NORTHEAST CORNER OF THE REMAINING PORTION OF SAID LOT 63 I.T., AND THE TRUE POINT OF BEGINNING, THENCE SOUTH 37 DEGREES 01 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF THE REMAINING PORTION OF SAID LOT 63 I.T., A DISTANCE OF 1673.08 FEET TO A POINT, THENCE NORTH 52 DEGREES 58 MINUTES 19 SECONDS WEST, A DISTANCE OF 758.32 FEET TO A POINT, THENCE NORTH 12 DEGREES 43 MINUTES 03

SECONDS WEST, A DISTANCE OF 67.35 FEET TO A POINT, THENCE NORTH 00 DEGREES 05 MINUTES 17 SECONDS WEST, A DISTANCE OF 810.79 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE REMAINING PORTION OF SAID LOT 63 I.T., THENCE NORTH 89 DEGREES 54 MINUTES 39 SECONDS EAST ALONG THE NORTH LINE OF THE REMAINING PORTION OF SAID LOT 63 I.T., A DISTANCE OF 1629.01 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 31.08 ACRES, OR 1,354,256.65 SQUARE FEET MORE OR LESS.

SEPTEMBER 4, 1997
G:\36194\MIKE\LOT63.L01

LANDSCAPE ZONES

