

**TECHNOLOGY DEVELOPMENT INCUBATION PROGRAM  
LEASE AGREEMENT**

This Lease Agreement ("Lease") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **UNIVERSITY OF NEBRASKA TECHNOLOGY PARK, L.L.C.** ("Landlord"), a Nebraska limited liability company, having an address of 4701 Innovation Drive, Suite 100, Lincoln, NE 68521 and \_\_\_\_\_, ("Tenant"), a \_\_\_\_\_, having an address of \_\_\_\_\_.

**WITNESSETH**

**WHEREAS**, Landlord exists to promote research and development and to implement the application of research and development to business and industry through the provision of research, laboratory, shop and office space, equipment, technical support and business assistance to researchers and technology entrepreneurs; and

**WHEREAS**, Landlord has established a Technology Development Incubation Program ("Program") to facilitate the objectives stated above; and

**WHEREAS**, Tenant desires to lease a portion of the space set aside for the Program at the University of Nebraska Technology Park from Landlord,

**NOW, THEREFORE**, Tenant and Landlord, in consideration of the mutual terms and conditions hereof, hereby agree as follows:

**1. PREMISES; TERM.**

(a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord space known as Suite \_\_\_\_\_ of [the Technology Development Center ("TDC")/One Technology Place ("OTP")] consisting of \_\_\_\_ Hundred \_\_\_\_\_ (\_\_\_\_) sq. ft. of office space in [the Center/OTP] (hereinafter, the "Premises") subject to the terms and conditions set forth in this Lease. A floor plan showing the Premises is incorporated herein and attached hereto as Exhibit A.

(b) This Lease shall commence on or about \_\_\_\_\_, 20\_\_ (the "Commencement Date") and shall end one year later, on or about \_\_\_\_\_, 20\_\_ (the "initial term"), unless otherwise terminated as provided herein. Provided Tenant is not then in default in the observance and performance of any of the covenants and conditions of this Lease on Tenant's part to be observed and performed, the term shall automatically extend for two (2) additional one (1) year periods (each a "renewal term") unless either party provides the other party written notice not to extend at least thirty (30) days prior to the end of the initial term or the first renewal term. The initial term and any renewal terms collectively shall be referred to herein as the "Term." During a renewal period, either party may terminate this Lease, with or without cause, by providing thirty (30) days prior written notice to the other party.

**2. RENT**

(a) Tenant shall pay, without demand, to Landlord as annual rent for the Premises, \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_) per square foot payable in monthly installments of

\_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) on the first day of each calendar month during the initial term. If this Lease is extended for the first renewal term, as set forth in Section 1(b) hereof, Tenant shall pay, without demand, to Landlord as annual rent for the Premises, \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) per square foot payable in monthly installments of \_\_\_\_\_ and \_\_\_/100 Dollars (\_\_\_\_\_) on the first day of each calendar month during the first renewal term. If this Lease is extended for the second renewal term, as set forth in Section 1(b) hereof, Tenant shall pay, without demand, to Landlord as annual rent for the Premises, \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) per square foot payable in monthly installments of \_\_\_\_\_ and \_\_\_/100 Dollars (\_\_\_\_\_) on the first day of each calendar month during the second renewal term. If this Lease is extended beyond the second renewal term, the parties shall, in good faith, negotiate the annual rent to be paid by Tenant to Landlord with respect to the Premises. The rental amount referred to in this Section 2(a) shall be referred to herein as "Base Rent."

(b) In addition, Tenant agrees to pay any additional rent during the month that it may accrue, as set forth in Section 12 below. Upon expiration of the initial term and all renewal terms stated in Section 1 above, the Lease shall automatically be renewed from month to month upon the same terms and conditions provided herein, unless either party gives notice to the other party at least thirty (30) days prior to the expiration of the Lease Term in existence at that time, of said notifying party's intention to terminate this lease

(c) Upon execution of this Lease, Tenant and Landlord shall enter into the Royalty Agreement set forth in Exhibit B, attached hereto and by this reference incorporated herein.

### 3. QUIET ENJOYMENT

Landlord covenants that Landlord has full right to make this Lease subject to the terms hereof and Tenant shall have quiet and peaceable possession of the Premises during the term hereof as against the acts of all parties claiming title to or right to the possession of the Premises with the exception, however, of the following:

(a) Conditions, restrictions and limitations, if any, including, but not limited to, the Declarations of Covenants, Conditions, and Restrictions ("Covenants") which was recorded with the Register of Deeds of Lancaster County, Nebraska, on September 17, 1997, as Instrument #97-038302;

(b) Building and zoning laws, including, but not limited to, Use Permit No. 80 (the "Use Permit") approved by the City of Lincoln as Resolution No. A-77118, which was recorded with the Register of Deeds of Lancaster County, Nebraska, on December 26, 1996, as Instrument #95-42499, and all other ordinances, state, and federal regulations; and

(c) The proper performance by Tenant of all the terms and conditions contained in this Lease.

### 4. USE OF PREMISES

(a) Tenant's use of the [TDC/OTP] shall be governed by the rules and regulations as published from time to time by Landlord, in its sole discretion, and incorporated as a part of this Lease, attached as Exhibit C.

(b) Tenant agrees to keep the Premises in a clean, safe and sanitary manner and further agrees to conform with all applicable statutes, ordinances, rules, regulations and orders of any governmental authority which apply to Tenant's use of the Premises.

(c) Tenant shall not use the Premises in any manner that will increase risks covered by insurance carried on the Premises by Landlord or result in an increase in the rate of insurance or cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes, provided Landlord is presently adequately insured to accommodate biotechnology companies engaged in the business of gene technology research and development. Tenant shall not keep or use anything prohibited by any policy of fire insurance covering the Premises, and shall comply with all requirements of the insurer applicable to the Premises necessary to keep in force fire and liability insurance.

(d) Upon execution of this Lease, Tenant and Landlord shall enter into the Interaction Agreement set forth in Exhibit D, attached hereto and by this reference incorporated herein.

## **5. CONDITION OF PREMISES**

Tenant states that it has examined the Premises and common areas, and that, at the time of this Lease, same are in good order and good repair and in a safe, clean and tenable condition.

## **6. ALTERATIONS AND IMPROVEMENTS**

During the Term of this Lease, Tenant shall not make or permit any alterations, additions, or improvements to be made to the Premises without obtaining Landlord's prior written consent which shall not be unreasonably withheld, and then only by contractors or mechanics approved in advance in writing by Landlord. All alterations, additions, and improvements to the Premises upon completion shall not lower the fair market value of the Premises without Landlord's prior written consent. Tenant covenants and agrees that all work done by Tenant shall be performed in full compliance with all laws, rules orders, ordinances directions, regulations and requirements of law or Landlord's insurance company. Tenant hereby indemnifies and defends Landlord against liens, costs, damages, and expenses with respect to any Tenant alteration, addition, or improvement. All alterations, additions, and improvements to the Premises shall become part of the real estate and belong to Landlord and, at the end of the term of this Lease, shall remain on the Premises without compensation of any kind to Tenant, except that any removable trade fixtures which are installed and paid for by Tenant shall remain the property of Tenant and may be removed during the term of this Lease, provided Tenant repairs any damage to the remaining improvements of the Premises caused by the removal of such fixtures.

## **7. COMMON AREAS.**

Tenant will be entitled to non-exclusive access to all common areas of [the TDC/OTP], as designated in Exhibit A, subject to such reasonable rules and regulations promulgated by Landlord, in its sole discretion, covering the common areas and applicable to all tenants. Landlord reserves the right to change, modify and add to such rules and regulations, in its sole discretion, upon thirty (30) days written notice to Tenant.

## **8. MAINTENANCE; UTILITIES; TAXES**

(a) Throughout the term of this Lease, Landlord, at no expense to Tenant except as hereafter stated, shall:

- (i) Provide to the Premises electricity, heat, air conditioning, water and, if required for the relevant space, other utility connections, which are normal office standard connections;
- (ii) Generally maintain [the TDC/OTP] in good operating condition and repair, including the exterior, common areas, plumbing, heating, air conditioning and electrical portions of the Premises, but excluding the interior areas that are leased to tenants;
- (iii) Provide to the common areas, janitorial and cleaning in accordance with accepted office building standards.
- (iv) Landscape the area surrounding [the TDC/OTP] in accordance with accepted office building standards; and
- (v) Pay all real property taxes, if any, with respect to [the TDC/OTP]; provided, however, Tenant shall be responsible for personal property taxes, operating permits, use permits, etc., necessary in the course of its business.

(b) Landlord's obligations under this Section 8 are expressly subject to the following qualifications:

- (i) Landlord, except for the negligent acts or omissions of Landlord, its employees or agents, shall not be liable for damages for failure, interruption or delay of any utility services caused by riot, strike, labor dispute, accident or other cause beyond the immediate control of Landlord or for stoppages or interruptions of any such services for the purpose of making needful repairs, renewals or improvements. In the event of such interruption in utility or other services caused by Landlord, Landlord shall, within 48 hours thereof, cause the restoration of the interrupted utilities or services or provide substitute services or utilities. Failure of Landlord to do so shall automatically abate the rent until such time as such services and utilities are supplied by Landlord;
- (ii) Except for the negligent acts or omissions of Landlord, its employees or agents, Landlord shall not be liable for any damage to Tenant for Tenant's property stored or kept in or around [the TDC/OTP], resulting from bursting, stoppage, leaking of water, gas, sewer or steam pipes, or from any other cause whatsoever; and
- (iii) Tenant shall, at its own cost and expense during the term of this Lease, keep the interior areas of the Premises in good condition, including janitorial and cleaning of the Premises, maintenance and repair, and at the expiration of the term hereof, yield and deliver the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted.

## **9. ASSIGNMENT AND SUBLETTING**

Without the prior, express written consent of Landlord, Tenant shall not assign this lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. Consent by Landlord to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and shall, at Landlord's option, terminate this Lease.

## **10. HAZARDOUS MATERIALS.**

(a) Tenant shall be solely responsible for the proper management of any hazardous waste that it generates pursuant to applicable hazardous waste laws and regulations. The term "hazardous waste" means hazardous waste as defined pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 USCA 9601, *et seq.* as amended now or at any time hereafter, and regulations promulgated thereto.

(b) Tenant does hereby agree, to the fullest extent permitted by law, to indemnify, defend and hold harmless, Landlord from and against any injuries to person occurring at any time, any loss, damage, and expense to property and any claim, cost, penalty, fine, order of injunctive relief, expense or liability of any nature, caused wholly or in part, whether directly or indirectly, by the presence, disposal, release or threatened release of hazardous wastes, toxic substances or toxic or hazardous materials (collectively, "Hazardous Materials") from or upon the Premises or attributable, in whole or in part, to Tenant's action or inaction or the action or inaction of Tenant's employees, agents, contractors, lessees, or invitees, and any condition caused by or which may be attributable to any of the foregoing, whether or not caused in part by the active or passive negligence or other fault of a party indemnified. Tenant shall be solely responsible for reporting any release of a Hazardous Material to the applicable regulatory agency and shall be solely responsible for cleanup of a material release pursuant federal, state or local rules and regulations including, but not limited to, RCRA.

(c) Tenant's obligations under this section shall survive the expiration of this Lease.

(d) Tenant shall comply with federal, state and local laws and regulations regarding the use, storage and disposal of Hazardous Materials and dangerous, flammable or explosive materials.

## **11. RIGHT OF INSPECTION**

(a) Landlord, its agents, contractors and designees will be entitled to enter the Premises during normal business hours to perform Landlord's obligations under this Lease, including inspecting the Premises and all building and improvements on the Premises. In addition, Landlord reserves the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires, utilities and structural elements leading through, under and over the Premises, in locations which will not unreasonably interfere with Tenant's use of the Premises, in order to serve other parts of [the TDC/OTP] in a manner which will minimize any interference with the conduct of Tenant's business to the extent it is physically possible and economically reasonable to do so.

(b) Tenant acknowledges and agrees that Landlord, from time to time, may display Tenant's Premises to prospective tenants or other parties interested in [the TDC/OTP] , upon reasonable notice to Tenant.

## **12. ADDITIONAL RENT.**

Tenant shall pay, as additional rent, within thirty (30) days after Tenant receives from Landlord an invoice, the actual and reasonable cost of: (a) repair of any damage (excepting reasonable wear and tear) caused by Tenant or any other of its employees, agents or invitees to Premises, less the net insurance proceeds, if any, received by Landlord, as a result of such damage; and/or (b) charges for fax machine, postage meter, copier service, phone/internet, secretarial or clerical services or any other service provided by Landlord for the benefit of Tenant. In addition, any and all amounts due and owing by Tenant to Landlord under and pursuant to any agreements, documents or other arrangements entered into with respect to this Lease, including, but not limited to, Financing Agreements, Promissory Notes and Co-Location Agreements, shall be considered additional rent due and payable according to the schedule for such payment set forth in such agreements, documents other arrangements. Any such agreements, documents or other arrangements shall be deemed a part of this Lease and shall be incorporated herein.

### **13. INSURANCE.**

Tenant, at all times during the Term, shall maintain at its expense, a commercial general liability insurance policy insuring Tenant, with Landlord and Landlord's designee(s), if any, as additional insured(s) to the extent of their insurable interests, with a minimum coverage of \$1,000,000 for each occurrence, \$2,000,000 annual aggregate for personal injury and \$1,000,000 for property damage. Tenant agrees to purchase, at its own expense, to insure its own personal property against "special perils" and accordingly waives any and all claims against Landlord or its insurance carriers for loss or damage of any type to its personal property. Tenant will also obtain and maintain at its expense, appropriate worker's compensation insurance. The form of all such policies and deductibles thereunder shall be subject to Landlord's prior approval. All such policies shall be issued by insurers acceptable to Landlord and licensed to do business in the State of Nebraska and shall contain a waiver of any rights of subrogation thereunder. In addition, the policies shall require at least thirty (30) days' prior written notice to Landlord of termination or modification and shall be primary and not contributory. Tenant shall, within ten (10) days of the Commencement Date, and within ten (10) days prior to the expiration of each such policy, deliver to Landlord certificates evidencing the foregoing insurance or renewal thereof, as the case may be.

### **14. SUBORDINATION OF LEASE**

(a) This Lease and Tenant's leasehold interest under this Lease are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

(b) In addition, Tenant will execute and deliver upon the demand of Landlord from time to time any and all instruments desired by Landlord acknowledging that this Lease is subordinate to any ground or underlying leases, mortgages, deeds of trust, or other liens and verifying the term of the Lease, the amount of the rent, the security deposit, and that no default has occurred or is occurring, and such other information as Landlord may require. Provided that, in the event of the termination of any underlying leases or the foreclosure of such mortgage or trust deed, any successor to the interest of Landlord in [the TDC/OTP] will not disturb Tenant's possession of the Premises if Tenant attorns to such successor as Landlord and otherwise performs its obligations under this Lease.

### **15. SURRENDER OF PREMISES**

Tenant shall vacate Premises upon the expiration or termination of the Lease Term and, immediately prior to doing so, shall remove and repair any conditions in Premises caused by Tenant, its agents or invitees, which rendered any portion of Premises not in good and usable condition. Upon expiration or termination of this Lease, Tenant shall at its own cost and expense, remove all items of personal property and equipment.

### **16. HOLDOVER TENANCY**

If Tenant shall, without the written consent of Landlord, hold over after the expiration of the Term, including a failure to remove all of Tenant's property from the leased premises, Landlord shall have the option of removing Tenant from the leased premises in the manner permitted by law, or the Landlord may declare a month-to-month tenancy, which tenancy may be terminated as provided by applicable law. During any such month-to-month tenancy, Tenant agrees to: (a) pay to Landlord One Hundred Fifty Percent (150%) of the fixed monthly rent and all additional rent payable by Tenant for the last month of the term; and (b) be bound by all of the terms, covenants and conditions herein

specified. In addition, Tenant shall indemnify and hold Landlord harmless from any direct, indirect, consequential or subsequential costs or expenses due to Tenant's holding over.

## **17. DEFAULT**

The occurrence of any one or more of the following events shall constitute an "Event of Default:

(a) Failure by Tenant to make any payment of Base Rent or additional rent or other payment required to be made by Tenant under this Lease;

(b) Failure by Tenant to observe or perform any of the provisions of this Lease with such failure continuous for a period of twenty (20) days after written notice by Landlord to Tenant of such failure; provided, however, that with respect to any failure which cannot reasonably be cured within twenty (20) days, an Event of Default shall not be considered to have occurred if Tenant commences to cure such failure within such twenty (20) day period and continues to proceed diligently with the cure of such failure;

(c) Failure by Tenant to pay its obligations as they become due, the making of a general assignment or general arrangement for the benefit of creditors by Tenant, or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition for reorganization or arrangement under the bankruptcy laws or laws affecting creditors' rights unless, in the case of a petition filed against Tenant, such petition is dismissed within sixty (60) days, or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease; or

(d) Transfer or agreement to transfer this Lease and possession of all or a portion of the Premises by Tenant without Landlord's prior written consent.

## **18. REMEDIES**

(a) Upon the occurrence of an Event of Default, Landlord may at any time thereafter, with or without notice or demand or without limiting Landlord in the exercise of a right or remedy which Landlord may by reason of such default or breach, exercise any rights or remedies which Landlord may have at law or in equity, including but not limited to one or more of the following:

(i) Declare the Lease at an end and terminated;

(ii) Sue Tenant for the Base Rent and additional rent due and to become due under the Lease as well as any royalties due under the Royalty Agreement;

(iii) Sue Tenant for any damages sustained by Landlord; and/or

(iv) Continue the Lease in effect and relet the Premises on such terms and conditions as Landlord may deem advisable, with Tenant remaining liable for the monthly Base Rent plus the reasonable cost of obtaining possession of the Premises and of any repairs and alterations necessary to prepare the Premises for reletting, less any rentals received from such reletting, if any. No action by Landlord shall be construed as an election to terminate the Lease unless written notice of such intention is given to Tenant by Landlord.

(b) If Tenant fails to make any payment of Base Rent, additional rent, or other amounts required to be paid by Tenant under this Lease, within ten (10) days of the date such amount is due, then in

addition to any other amounts recoverable by Landlord, Tenant shall pay Landlord a late charge in the amount equal to ten percent (10%) of the amount otherwise due. Such late charge shall be due notwithstanding the fact that no notice is given by Landlord to Tenant of such failure to pay. In addition, if on three (3) separate occasions Tenant has failed to pay Landlord Base Rent, additional rent, or other amounts properly when due, Landlord at its option may require Tenant to pay its Base Rent and additional rent on quarterly basis, in advance, on the first day of each quarter. Further, if Tenant fails to make any payment of Base Rent, additional rent, or other amounts required of Tenant under this Lease within thirty (30) days of the date such amount is due, then, in addition to all other amounts recoverable by Landlord, Tenant shall pay Landlord interest equal to fifteen percent (15%) per annum from the date due until such sums are paid. The payment of such interest shall not excuse or cure any default by Tenant under this Lease.

**19. NOTICES**

All notices to be given with respect to this Lease shall be in writing. Each notice may be made by personal delivery or regular United States Mail to the parties to be notified at the addresses set forth below or at such other addresses as any party may from time to time designate in writing.

Landlord: University of Nebraska Technology Park, L.L.C.  
Attn: President  
4701 Innovation Drive  
Lincoln NE 68521

Tenant: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**20. SECURITY DEPOSIT.**

Upon the execution of this Lease, Tenant has deposited with Landlord a security deposit in the amount of \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) (the "Deposit"). The Deposit shall be held by Landlord as security for the faithful performance of this Lease by Tenant. If Tenant fails to pay Base Rent, additional rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may, but shall have no obligation to, use, apply or retain all or any portion of the Deposit for the payment of any charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Deposit, Tenant shall within ten (10) days after demand therefor deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount thereof. Landlord shall not be required to keep the Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, the Deposit or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) upon the expiration or termination of this Lease, and Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to the Deposit.

**21. SIGNAGE.**

(a) Tenant shall not be entitled to erect or display any type of sign without Landlord's prior written approval; provided, however, Landlord will generally approve any sign that complies and is designed in accordance with the Technology Park Special Sign District.

(b) No sign, picture, lettering, notice or advertisement of any kind shall be painted on or displayed from the windows, doors, roof, or exterior walls of the building in which the Premises are located. All of Tenant's interior sign painting or lettering shall be done only with the prior written approval of Landlord. All costs associated with the approved painting or lettering shall be paid by Tenant. Landlord shall have the right to remove all non-permitted signs, pictures, or lettering, without notice or liability to Tenant, and at the expense of Tenant.

## **22. JOINT AND SEVERAL LIABILITY.**

In the event that there is more than one entity which, or person who, are Tenants under this Lease, then such entities or persons shall be jointly and severally liable for the obligations imposed upon Tenant hereunder.

## **23. SEVERALBILITY.**

In the event that any clause or provision of this Lease is determined to be illegal, invalid or unenforceable, then that provision will be deemed to be null and void. The invalidation of such provision shall not affect the remainder of this Lease, which will otherwise remain in full force and effect.

## **24. BINDING EFFECT**

The covenants and conditions contained in this Lease shall apply to and bind the heirs, legal representatives, and assigns of the parties and all covenants are to be construed as conditions of this Lease.

## **25. GOVERNING LAW**

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

## **26. TIME OF THE ESSENCE**

It is specifically declared and agreed that time is of the essence of this Lease.

## **27. ATTORNEY FEES**

In the event that any action is filed in relation to this Lease, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

## **28. ENTIRE AGREEMENT**

This Lease, along with the Royalty Agreement and the Interaction Agreement, shall constitute the entire agreement between the parties regarding the subject matter hereof and supercedes all prior understanding and agreements, whether oral or written, among the parties with respect to the subject matter hereof.

## **29. MODIFICATION OF AGREEMENT**

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party, or an authorized representative of each party, hereto.

**30. BROKERAGE FEES**

Each party to this Lease warrants that it has not incurred any real estate brokerage fees, finders' fees, loan brokerage fees or any other fees to any third party in connection with this Lease. Any broker, agent or finder of Tenant whom Tenant has failed to disclose herein shall be paid by Tenant. Tenant shall hold Landlord harmless from all damages and indemnify Landlord for all said damages paid or incurred by Landlord resulting from any claims that may be asserted against Landlord by any broker, agent or finder undisclosed by Tenant herein.

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**IN WITNESS WHEREOF**, the parties have duly executed this Lease as of the date first above written.

**UNIVERSITY OF NEBRASKA  
TECHNOLOGY PARK, L.L.C.  
LANDLORD:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
TENANT:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF LANCASTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me the undersigned a Notary Public qualified for said county and state, personally appeared Stephen Frayser, President of University of Nebraska Technology Park, L.L.C., known to me to be the person and officer whose name is subscribed to the Lease Agreement, who acknowledged his execution thereof to be his voluntary act and deed and the voluntary act and deed of said company.

\_\_\_\_\_  
Notary Public



**Exhibit A**

**Floor Plan**

Draft

**Exhibit B**

**Royalty Agreement**

Draft

## **Exhibit C**

# **Rules and Regulations of the University Of Nebraska Technology Park, L.L.C.**

[Reserved]

*Draft*

**Exhibit D**

**Interaction Agreement**

*Draft*