LEASE AGREEMENT

between

121 COURT, LLC

as Lessor

and

QUAD PACKAGING, INC.

as Lessee

TABLE OF CONTENTS

Page

TABLE OF CONTENTS
(continued)

TABLE OF CONTENTS
(continued)

Page

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") dated as of August 25, 2015, is made and entered into between **121 Court, LLC**, a Nebraska limited liability company ("Lessor"), and **Quad Packaging, Inc.**, a Wisconsin corporation ("Lessee").

ARTICLE I

Section 1.01 Lease of Premises; Title and Condition. Upon and subject to the terms and conditions herein specified, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the premises (the "Premises") consisting of the following:

(a) those parcels of land more particularly described in Exhibit A attached hereto and made a part hereof for all purposes having the following address: 4200 South 121st Plaza, Omaha, Nebraska, together with all of Lessor's right, title and interest, if any, in and to all easements, rights-of-way, appurtenances and other rights and benefits associated with such parcel(s) of land and to all public or private streets, roads, avenues, alleys or pass ways, open or proposed, on or abutting such parcel(s) of land (collectively, the "Land"); and

(b) all of the buildings, structures, fixtures, facilities, installations and other improvements of every kind and description now or hereafter in, on, over and under the Land and all plumbing, gas, electrical, ventilating, lighting and other utility systems, ducts, hot water heaters, oil burners, domestic water systems, elevators, escalators, canopies, air conditioning systems and all other building systems and fixtures attached to or comprising a part of the buildings, including, but not limited to, all other building systems and fixtures necessary to the ownership, use, operation, repair and maintenance of the buildings, structures, fixtures, facilities, installations and other improvements of every kind, but excluding all Lessee's Property (as defined in Section 3.01 hereof) (collectively, the "Improvements").

Except as explicitly set forth herein, the Premises are leased to Lessee in their present condition without representation or warranty by Lessor and subject to the rights of parties in possession, to the existing state of title, to all applicable Legal Requirements (as defined in Section 5.02(b)) now or hereafter in effect and to liens and encumbrances listed in Exhibit B attached hereto and made a part hereof (collectively, "Permitted Exceptions") for all purposes. Lessee has examined the Premises and title to the Premises and has found all of the same satisfactory for all purposes. LESSOR LEASES AND WILL LEASE AND LESSEE TAKES AND WILL TAKE THE PREMISES "AS IS", "WHERE-IS" and "WITH ALL FAULTS". LESSEE ACKNOWLEDGES THAT LESSOR (WHETHER ACTING AS LESSOR HEREUNDER OR IN ANY OTHER CAPACITY) HAS NOT MADE NOR SHALL LESSOR BE DEEMED TO HAVE MADE, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PREMISES, INCLUDING ANY WARRANTY OR REPRESENTATION AS TO (i) ITS FITNESS, DESIGN OR CONDITION FOR ANY PARTICULAR USE OR PURPOSE, (ii) THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, (iii) THE EXISTENCE OF ANY DEFECT, LATENT OR PATENT, (iv) LESSOR'S TITLE THERETO, (v) VALUE, (vi) COMPLIANCE WITH SPECIFICATIONS, (vii) LOCATION, (viii) USE, (ix) CONDITION, (x)

MERCHANTABILITY, (xi) QUALITY, (xii) DESCRIPTION, (xiii) DURABILITY, (xiv) OPERATION, (xv) THE EXISTENCE OF ANY HAZARDOUS SUBSTANCE, HAZARDOUS CONDITION OR HAZARDOUS ACTIVITY OR (xvi) COMPLIANCE OF THE PREMISES WITH ANY LAW; AND ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE. LESSEE ACKNOWLEDGES THAT THE PREMISES ARE OF ITS SELECTION AND TO ITS SPECIFICATIONS AND THAT THE PREMISES HAVE BEEN INSPECTED BY LESSEE AND ARE SATISFACTORY TO LESSEE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN ANY OF THE PREMISES OF ANY NATURE, WHETHER LATENT OR PATENT, LESSOR SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT).

Section 1.02 Use. Lessee may use the Premises for any purpose allowed under current zoning requirements and for no other purpose. Lessee shall not use or occupy or permit any of the Premises to be used or occupied, nor do or permit anything to be done in or on any of the Premises, in a manner which would (i) make void or voidable or cause any insurer to cancel any insurance required by this Lease, or make it difficult or impossible to obtain any such insurance at commercially reasonable rates, (ii) make void or voidable, cancel or cause to be canceled or release any warranty, guaranty or indemnity running to the benefit of the Premises or Lessor, (iii) cause structural injury to any of the Improvements, (iv) constitute a public or private nuisance or waste, or (v) violate any Legal Requirements (as defined below).

Section 1.03 Term. This Lease shall be for an Interim Term, if any, beginning as of the date hereof and ending at 11:59 p.m. on the last day of the current month including the date hereof and a Primary Term of fifteen (15) years beginning on September 1, 2015, and ending at 11:59 p.m. on August 31, 2030. The time period during which this Lease shall actually be in effect, including the Interim Term and the Primary Term, as any of the same may be terminated prior to their scheduled expiration or extended, pursuant to the provisions hereof, is referred to herein as the "Term." The term "Lease Year" shall mean, with respect to the first Lease Year, the period commencing on the date hereof and ending at 11:59 p.m. on August 31, 2016, and each succeeding twelve (12) month period during the Term.

Section 1.04 Rent. In consideration of this Lease, during the Term, Lessee shall pay to Lessor the amounts set forth in Exhibit C as annual basic rent for the Premises ("Basic Rent"). Lessee shall pay Basic Rent and all other sums payable to Lessor hereunder to Lessor (or, upon Lessor's request, to any mortgagee(s) or beneficiary(ies) identified by Lessor (whether one or more, the "Mortgagee") under any mortgages, deeds of trust or similar security instruments creating a lien on the interest of Lessor in the Premises (whether one or more, the "Mortgage")) by ACH debit payment or wire transfer, in immediately available funds, as follows:

ABA#: _____
Account#: _____
Acct Name: _____
Attention: _____

or at such other address or to such other person as Lessor from time to time may designate. Lessor shall give Lessee not less than fifteen (15) days prior written notice of any change in the address to which such payments are to be made. If the party entitled to receive Basic Rent or such party's address shall change, Lessee may, until receipt of notice of such change from the party entitled to receive Basic Rent or other sums payable hereunder immediately preceding such change, continue to pay Basic Rent and other sums payable hereunder to the party to which, and in the manner in which, the preceding installment of Basic Rent or other sums payable hereunder, as the case may be, was paid. Such Basic Rent shall be paid in equal monthly installments in advance on the first day of each month, except for any Basic Rent due for the rental of the Premises during the Interim Term which shall be payable in advance on or before the date hereof. Any additional rent shall be due and payable by Lessee on or before thirty (30) days after billing by Lessor. Any rental payment made in respect of a period which is less than one month shall be prorated by multiplying the then applicable monthly Basic Rent by a fraction the numerator of which is the number of days in such month with respect to which rent is being paid and the denominator of which is the total number of days in such month. Except as explicitly set forth herein, Lessee shall perform all of its obligations under this Lease at its sole cost and expense, and shall pay all Basic Rent, and other sums payable hereunder when due and payable, without notice or demand. All financial obligations of Lessee under this Lease (including without limitation, obligations for maintenance and repair, real estate taxes, indemnification, and insurance) constitute "Additional Rent" under this Lease.

ARTICLE II

Section 2.01 Maintenance and Repair.

(a) Lessee, at its own expense, during the entire term (and any extensions, holdover periods or other expansion of the Term, will maintain all parts of the Premises in good repair, appearance and condition (ordinary wear and tear excepted) and will take all action and will make all structural and nonstructural, foreseen and unforeseen and ordinary and extraordinary changes, repairs and replacements which may be required to keep all parts of the Premises in good repair and condition (including, but not limited to, repair and, if necessary, replacement of all painting, glass, utilities, conduits, fixtures and equipment, foundation, roof, exterior walls, heating, ventilation and air conditioning systems ("HVAC Systems"), wiring, plumbing, sprinkler systems and other utilities, and all paving, sidewalks, roads, parking areas, curbs and gutters and fences), and make all modifications required of an owner or occupant of the Premises under any regulation, ruling or law, whether now existing or hereafter adopted. Lessor, its contractors, subcontractors, servants, employees and agents, shall have the right to enter upon the Premises with at least 48 hours' prior written notice (except in the event of an emergency, in which case no notice shall be required) to inspect the Premises to ensure that all parts of the Premises are maintained in as good repair and condition as when received, ordinary wear and tear excepted. Lessor shall not be required to maintain, repair or rebuild all or any part of the Premises. Except as explicitly set forth herein, Lessee waives the right to require Lessor to maintain, repair or rebuild all or any part of the Premises or make repairs at the expense of Lessor pursuant to any Legal Requirements, agreement, contract, covenant, condition or restrictions at any time.

(b) Lessee is hereby authorized and empowered, for and on behalf of Lessor, and as the attorney-in-fact of Lessor to make, execute, acknowledge and deliver instruments in the form usually used for the purpose in the state in which the Premises are located, granting a license or easement, with respect to the Premises, to any person, and the successors and assigns of such person, provided, that the license or easement (other than a license or easement of the type referred to in clause (v) of this paragraph) fulfills the conditions set forth in the following paragraph of this section and at least one of the following requirements: (i) a license or easement to lay mains, pipes, sewers, gas and electrical conduits along any of the boundaries of the Premises, within a distance of not more than 20 feet measured from the boundary in question and at a depth of not less than 3 feet below the surface; (ii) a license or easement to locate telephone or electrical supply poles, wires and supports along any one of the boundaries of the Premises, provided that no pole, wire or support shall encroach more than 20 feet upon the Premises measured from such boundary; (iii) any license or easement which is terminable by Lessor or Lessee, their respective successors or assigns, on not more than 90 days' notice; (iv) any license or easement which by its terms shall come to an end upon the expiration, or earlier termination, of this Lease and (v) any license or easement to bring utility conduits onto the Premises that serve only the Premises.

Any such license or easement, other than of the type referred to in clause (v) in the immediately preceding paragraph, shall contain the agreement of the grantee thereof, at such grantee's expense (A) to keep and maintain any property or installation which is placed on the Premises in good and safe repair at all times and in a condition which complies with all Legal Requirements; (B) to pay and discharge any tax of any name or nature imposed on such property or installation, or the license or easement; (C) to indemnify and hold Lessor and Lessee harmless for and in respect of any claims, liabilities or responsibilities of any name or nature which may be imposed on Lessor or Lessee or upon the Premises by reason of the granting of the license or easement, the maintenance of the property or installations thereon or by reason of any other exercise of the license or easement; (D) that upon any default by the grantee thereof, such license or easement may be terminated by the tenant or owner of the Premises on 30 days' written notice; and (E) that on any termination or expiration of the license or easement, the grantee will, at the grantee's expense, remove all property and installations and restore and repair any damage to the Premises. No such license or easement shall contain any obligation of any name or nature whatsoever binding upon Lessor or grantor thereof and any such license or easement shall recite that the same is made with the consent and approval of Lessee. Upon the granting of any such license or easement, Lessee shall notify Lessor thereof and shall furnish Lessor with a duplicate of the license or easement. Any license or easement may authorize the grantee thereof to enter upon the Premises for purposes of taking such steps as shall be reasonably necessary to maintain or repair any property or installation which is placed or made on the Premises pursuant to such license or easement.

Section 2.02 Alterations, Replacements and Additions. Lessee may, at its expense, make additions to and alterations of the Improvements, and construct additional Improvements, provided that (i) the fair market value, the utility, the square footage or the useful life of the Premises shall not be lessened thereby, (ii) such work shall be expeditiously completed in a good and workmanlike manner and in compliance with all applicable Legal Requirements and the requirements of all insurance policies required to be maintained by Lessee hereunder, (iii) no

structural, electrical, plumbing or HVAC alterations shall be made to the Improvements or structural demolitions conducted in connection therewith unless Lessee shall have obtained Lessor's consent, (iv) no additions, replacements or alterations shall be made unless prior written consent from Lessor and Mortgagee shall have been obtained, and (v) no Event of Default exists. Notwithstanding the foregoing, cosmetic, interior or nonstructural alterations (including demolition or construction of interior demising walls that are non-structural and non load-bearing) that cost $250,000 or less shall not require prior written consent from Lessor or Mortgagee. All additions and alterations of the Premises, without consideration by Lessor, shall be and shall remain part of the Premises (not subject to removal upon termination) and the property of Lessor and shall be subject to this Lease. To the extent that Lessor shall fail to respond to any request for consent by Lessee pursuant to this Section 2.02 within fifteen (15) days after receipt of such request, Lessee may make a second request for consent. If such second request states on its face that the consent of Lessor will be deemed given if not responded to within fifteen (15) days after receipt of such second request, Lessor's consent will be deemed given fifteen (15) days after Lessor receives such second request.

ARTICLE III

Section 3.01 Personal Property. Lessor hereby waives any statutory liens and any rights of distress with respect to the personal property (trade fixtures, equipment and merchandise) of Lessee from time to time located within the Premises ("Lessee's Property"). This Lease does not grant a contractual lien or any other security interest to Lessor in favor of Lessor with respect to Lessee's Property. Respecting any lender of Lessee having a security interest in Lessee's Property ("Lessee's Lender"), Lessor agrees as follows: (i) to provide Lessee's Lender, upon written request of Lessee (accompanied by the name and address of Lessee's Lender), with a copy of any default notice(s) given to Lessee under this Lease, and (ii) to allow Lessee's Lender, prior to any termination of this Lease or repossession of Premises by Lessor, twenty (20) days in addition to any period granted Lessee under this Lease, after its receipt of such copy of default notice, to cure such default as is allowed Lessee under this Lease, and (iii) to permit Lessee's Lender to go upon the Premises for the purpose of removing Lessee's Property anytime within twenty (20) days after the effective date of any termination of this Lease or any repossession of the Premises by Lessor (with Lessor having given Lessee's Lender prior written notice of such date of termination or repossession). Lessor further agrees to execute and deliver such instruments reasonably requested by Lessee's Lender from time to time to evidence or effect the aforesaid waiver and agreements of Lessor in this Section.

Section 3.02 Removal. Lessee may remove Lessee's Property at any time during the Term. Any of Lessee's Property not removed by Lessee within thirty (30) days of the expiration or earlier termination of this Lease shall be considered abandoned by Lessee and may be appropriated, sold, destroyed or otherwise disposed of by Lessor without obligation to account therefor. Lessee will repair at its expense all damage to the Premises necessarily caused by the removal of Lessee's Property, whether effected by Lessee or by Lessor.

ARTICLE IV

Section 4.01 Lessee's Assignment, Subletting and other Changes of Occupancy. Lessee may not assign this Lease or any portion of the term hereof, or sublet the Premises, or any portion thereof, or otherwise grant rights of occupancy to any portion thereof, except with the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion; provided Lessor's prior written consent shall not be required for any assignment, sublease or other grant of occupancy by and between Lessee and an entity controlling, controlled by, or under common control with Lessee (each an "Affiliate"). If required hereunder, Lessee's written request for Lessor's consent must be provided at least thirty (30) days prior to the proposed effective date of the assignment, subletting or other change of occupancy. If either (i) Landlord's consent is not required under this Section 4.01, or (i) if Landlord's consent is required, then, in either event, notwithstanding Lessor's consent to any assignment, subletting or change of occupancy of the Premises, Lessee shall not be released from any liability for the full, faithful and complete performance of this Lease for the then-remaining Term of this Lease (but not with respect to any renewal options), including without limitation, all Basic Rent and Additional Rent through the then-remaining Term (provided Lessee shall not be released from any liability for the full, faithful and complete performance of this Lease with regard to any option(s) to extend exercised by an Affiliate of Lessee pursuant to Section 9.20, but Lessee shall have no further liability with regard to other extensions or renewals of this Lease by any party other than Lessee).

Section 4.02 Transfer by Lessor. Lessor shall be free to transfer its fee interest in the Premises or any part thereof or interest therein, subject, however, to the terms of this Lease. Any such transfer shall relieve the transferor of all liability and obligation hereunder (to the extent of the interest transferred) accruing after the date of the transfer and any transferee shall be bound by the terms and provisions of this Lease. This Lease shall not be affected by any sale or conveyance as described in this Section 4.02.

ARTICLE V

Section 5.01 Net Lease.

(a) It is expressly understood and agreed by and between the parties that this Lease is an absolute net lease, and the Basic Rent, Additional Rent and all other sums payable hereunder to or on behalf of Lessor shall be paid without notice or demand and without setoff, counterclaim, abatement, suspension, deduction or defense, except as otherwise provided in this Lease.

(b) The obligations of Lessee hereunder shall be separate and independent covenants and agreements. Lessee covenants and agrees that it will remain obligated under this Lease in accordance with its terms, unless explicitly set forth herein, and that Lessee will not take any action to terminate, rescind or avoid this Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Lessor or any assignee of Lessor in any such proceeding and notwithstanding any action with respect to this Lease which may be taken by any trustee or receiver of Lessor or of any assignee of Lessor in any such proceeding or by any court in any such proceeding.

Section 5.02 Taxes and Assessments; Compliance With Law.

(a) Lessee shall pay, as additional rent, prior to delinquency and directly to the appropriate taxing authority, the following (collectively, "Taxes"): (i) all taxes, assessments, levies, fees, water and sewer rents and charges and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are, at any time during the Term imposed upon or assessed against or which arise with respect to (A) the Premises, (B) any Basic Rent, additional rent or other sums payable hereunder, (C) this Lease or the leasehold estate hereby created or (D) the operation, possession or use of the Premises; (ii) all gross receipts or similar taxes (i.e., taxes based upon gross income which fail to take into account deductions with respect to depreciation, interest, taxes or ordinary and necessary business expenses, in each case relating to the Premises) imposed or levied upon, assessed against or measured by any Basic Rent, additional rent or other sums payable hereunder; (iii) all sales, value added, ad valorem, use and similar taxes at any time levied, assessed or payable on account of the leasing, operation, possession or use of the Premises; and (iv) all charges of utilities, communications and similar services serving the Premises. Notwithstanding the foregoing, "Taxes," as used herein, shall not include, and Lessee shall not be required to pay any franchise, estate, inheritance, transfer, income, capital gains or similar tax of or on Lessor. Lessee will furnish to Lessor, promptly after request therefor, proof of payment of all items referred to above which are payable by Lessee. If any such assessment may legally be paid in installments, Lessee may pay such assessment in installments; in such event, Lessee shall be liable only for installments which become due and payable with respect to any tax period occurring in whole or in part during the Term hereof; provided, however, that all amounts referred to in this Section 5.02(a) for the fiscal or tax year in which the Term shall expire shall be apportioned so that Lessee shall pay those portions thereof which correspond with the portion of such year as are within the Term hereby demised.

(b) Lessee shall comply with and cause the Premises to comply with and shall assume all obligations and liabilities with respect to (i) all laws, ordinances and regulations and other governmental rules, orders and determinations presently in effect or hereafter enacted, made or issued, whether or not presently contemplated (collectively, "Legal Requirements"), as applied to the Premises or the ownership, operation, use or possession thereof, including, but not limited to, maintaining an adequate number of vehicular parking spaces, and (ii) all contracts, insurance policies (including, without limitation, to the extent necessary to prevent cancellation thereof and to insure full payment of any claims made under such policies), agreements, covenants, conditions and restrictions now or hereafter applicable to the Premises or the ownership, operation, use or possession thereof (other than covenants, conditions and restrictions imposed by Lessor subsequent to the date of this Lease without the consent of Lessee), including, but not limited to, all such Legal Requirements, contracts, agreements, covenants, conditions and restrictions which require structural, unforeseen or extraordinary changes; provided, however, that, with respect to any of the obligations in clause (ii) above which are not now in existence, neither Lessor nor Lessee shall not be required to so comply unless it is either a party thereto or has given its written consent thereto, such consent not to be unreasonably withheld, or unless the same is occasioned by Legal Requirements or Lessee's default (including any failure or omission by Lessee) under this Lease. Nothing in clause (ii) of the immediately preceding sentence shall modify the obligations of Lessee under Section 5.04 of this Lease.

Section 5.03 Liens.

(a) Lessee will remove and discharge any charge, lien, security interest or encumbrance upon the Premises or upon any Basic Rent, additional rent or other sums payable hereunder which arises for any reason, including, without limitation, all liens which arise out of the possession, use, occupancy, construction, repair or rebuilding of the Premises or by reason of labor or materials furnished or claimed to have been furnished to Lessee or for the Premises, but not including (i) the Permitted Exceptions, (ii) this Lease and any assignment hereof or any sublease permitted hereunder and (iii) any mortgage, charge, lien, security interest or encumbrance created or caused by or through Lessor or its agents, employees or representatives without the consent of Lessee. Lessee may provide a bond or other security reasonably acceptable to Lessor (but in no event greater in amount than the amount of such encumbrance) to remove or pay all costs associated with the removal of any such lien, provided the conditions of Section 5.05 shall be satisfied. Nothing contained in this Lease shall be construed as constituting the consent or request of Lessor, express or implied, to or for the performance (on behalf of or for the benefit of Lessor) by any contractor, laborer, materialman or vendor, of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof. NOTICE IS HEREBY GIVEN THAT LESSOR WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO LESSEE, OR TO ANYONE HOLDING AN INTEREST IN THE PREMISES OR ANY PART THEREOF THROUGH OR UNDER LESSEE, AND THAT NO MECHANIC'S OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LESSOR IN AND TO THE PREMISES UNLESS BY OR THROUGH LESSOR OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES.

(b) In no event shall the interest of Lessor be subject to the liens for repairs, maintenance, enhancements or improvements made by Lessee, and this Lease expressly prohibits such liability. This provision specifically provides that no interest of Lessor shall be subject to liens for improvements made by Lessee at Lessee's direction. This provision shall serve as notice to all potential construction lienors that Lessor shall not be liable for, and the Premises shall not be subject to, liens for work performed or materials supplied at Lessee's request or at the request of anyone claiming an interest through Lessee. Lessee shall provide notice to its contractors doing any work on the Premises of the existence of this provision in the Lease.

Section 5.04 Indemnification.

(a) Lessee shall defend all actions against Lessor and any partner, officer, director, member, employee or shareholder of the foregoing (collectively, "Lessor Indemnified Parties"), with respect to, and shall pay, protect, indemnify and save harmless the Lessor Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (i) injury to or death of any person, or damage to or loss of property, on or about the Premises, or connected with the use, condition or occupancy of any thereof, except caused by the willful misconduct or negligent act or omission of Lessor and/or its contractors, employees or agents, (ii) the failure of Lessee to comply with

this Lease, (iii) any contest referred to in Section 5.05 of this Lease, and (iv) liens against the Premises in violation of Section 5.03 of this Lease. The obligations of Lessee under this Section 5.04 shall survive any termination, expiration, rejection in bankruptcy, or assumption in bankruptcy of this Lease.

Lessor shall defend all actions against Lessee and any partner, officer, director, member, employee or shareholder of the foregoing (collectively, "Lessee Indemnified Parties"), with respect to, and shall pay, protect, indemnify and save harmless the Lessee Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising from (i) Lessor's grossly negligent acts or omissions or willful misconduct related to or connected with the Premises, (ii) the failure of Lessor to comply with this Lease, and (iii) any violation of Environmental Laws not explicitly determined to be the responsibility of Lessee pursuant to this Lease. The obligations of Lessor under this Section 5.04 shall survive any termination, expiration, rejection in bankruptcy, or assumption in bankruptcy of this Lease.

(b) The rights and obligations of Lessor and Lessee with respect to claims by one party against another brought pursuant to this Section 5.04 and Section 5.06 shall be subject to the following conditions:

(i) If either party receives notice of the assertion of any claim for which it intends to seek indemnification under this Section 5.04 or Section 5.06 ("Indemnitee"), the Indemnitee shall promptly provide written notice of such assertion to the other party ("Indemnitor"); provided that failure of the Indemnitee to give Indemnitor prompt notice as provided herein shall not relieve Indemnitor of any of its obligations hereunder, except to the extent the Indemnitor is prejudiced by such failure. The notice shall describe in reasonable detail the nature of the claim and the basis for an indemnification claim under Section 5.04 or Section 5.06, and shall be accompanied by all papers and documents which have been served upon Indemnitee and such other documents and information as may be appropriate to an understanding of such claim and the liability of Indemnitor to indemnify Indemnitee hereunder. Except as required by law, the Indemnitee shall not answer or otherwise respond to such claim or take any other action which may prejudice the defense thereof unless and until Indemnitor has been given the opportunity to assume the defense thereof as required by this Section 5.04 and refused to do so.

(ii) Upon receipt of an indemnification notice under this Section 5.04, the Indemnitor shall have the right, but not the obligation, to promptly assume and take exclusive control of the defense, negotiation and/or settlement of such claim; provided, however, that if the representation of both parties by Indemnitor would be inappropriate due to actual or potential differing interests between them, then the Indemnitor shall not be obligated to assume such defense, but such conflict shall not lessen Indemnitor's indemnity obligation hereunder. The parties acknowledge that, with respect to claims for which insurance is available, the rights of the parties to select counsel for the defense of such claims shall be subject to such approval rights as the insurance company providing coverage may have.

(iii) The party controlling the defense of a claim shall keep the other party reasonably informed at all stages of the defense of such claim. The party not controlling the defense of any claim shall have the right, at its sole cost and expense, to participate in, but not control, the defense of any such claim. Each party shall reasonably cooperate with the other in the defense, negotiation and/or settlement of any such claim. In connection with any defense of a claim undertaken by Lessee, Lessor shall provide Lessee, and its counsel, accountants and other representatives, with reasonable access to relevant books and records and make available such personnel of Lessor as Lessee may reasonably request.

Section 5.05 Permitted Contests.

(a) Lessee, at its expense, may contest, by appropriate legal proceedings conducted in good faith and with due diligence, any Legal Requirements with which Lessee is required to comply pursuant to Section 5.02(b) or any Environmental Law under Section 5.06, or the amount or validity or application, in whole or in part, of any tax, assessment or charge which Lessee is obligated to pay or any lien, encumbrance or charge not permitted by this Lease, provided that unless Lessee has already paid such tax, assessment or charge (i) the commencement of such proceedings shall suspend the enforcement or collection thereof against or from Lessor and against or from the Premises, (ii) neither the Premises nor any rent therefrom nor any part thereof or interest therein would be in any danger of being sold, forfeited, attached or lost, (iii) Lessee shall have furnished such security, if any, as may be required in the proceedings and as may be reasonably required by Lessor, and (iv) if such contest be finally resolved against Lessee, Lessee shall promptly pay the amount required to be paid, together with all interest and penalties accrued thereon. Lessor, at Lessee's expense, shall execute and deliver to Lessee such authorizations and other documents as reasonably may be required in any such contest. Lessee shall indemnify and save Lessor harmless against any cost or expense of any kind that may be imposed upon Lessor in connection with any such contest and any loss resulting therefrom. Notwithstanding any other provision of this Lease to the contrary, Lessee shall not be in default hereunder in respect to the compliance with any Legal Requirements with which Lessee is obligated to comply pursuant to Section 5.02(b), any Environmental Law under Section 5.06, or in respect to the payment of any tax, assessment or charge which Lessee is obligated to pay or any lien, encumbrance or charge not permitted by this Lease which Lessee is in good faith contesting.

(b) Without limiting the provisions of Section 5.05(a), so long as no Event of Default exists and the conditions set forth in Section 5.05(a) are satisfied, Lessor hereby irrevocably appoints Lessee as Lessor's attorney-in-fact solely for the purpose of prosecuting a contest of any tax, assessment or charge which Lessee is obligated to pay. Such appointment is coupled with an interest. Notwithstanding the foregoing appointment, if Lessee determines it to be preferable in prosecution of a contest of a tax, assessment or charge, upon Lessee's prior request, Lessor shall execute the real estate tax complaint and/or other documents reasonably needed by Lessee to prosecute the complaint as to such tax, assessment or charge and return same to Lessee within ten (10) days. In such event, Lessee shall pay all of Lessor's reasonable out-of-pocket costs and expenses in connection therewith, including, without limitation, reasonable attorneys' fees and Lessee shall arrange for preparation of such documentation at Lessee's sole cost and expense. Lessor hereby agrees to reasonably cooperate with Lessee regarding any such contest.

Section 5.06 Environmental Compliance.

(a) For purposes of this Lease:

(i) the term "Environmental Laws" shall mean and include the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act and all applicable federal, state and local environmental laws, ordinances, rules, requirements, and regulations, as any of the foregoing may have been or may be from time to time amended and any and all other federal, state or local laws, ordinances, rules, requirements, and regulations relating to (i) the preservation or regulation of the public health, welfare or environment, or (ii) the regulation or control of toxic or hazardous substances or materials; in every instance, whether currently in force or hereafter adopted; and

(ii) the term "Regulated Substance" shall mean and include any, each and all substances, biological and etiologic agents or materials regulated pursuant to any Environmental Laws, including, but not limited to, any such substance, biological or etiological agent or material defined as a "regulated substance," "pesticide," "hazardous substance" or "hazardous waste" or included in any similar or like classification or categorization thereunder.

(b) Lessee shall:

(i) not cause or permit any Regulated Substance to be placed, located, released, transported or disposed of on, under, at or from the Premises in material violation of Environmental Laws (except for any Regulated Substance installed, used, generated, manufactured, treated, handled, refined, produced, processed, stored, or disposed of in Lessee's normal course of business and in material compliance with all Environmental Laws);

(ii) provide Lessor with written notice (and a copy as may be applicable) of any of the following within ten (10) days of receipt thereof: (A) Lessee's obtaining knowledge or notice of any kind of the material presence, or any actual or threatened release, of any Regulated Substance in any way materially adversely affecting the Premises in violation of Environmental Laws; (B) Lessee's receipt or submission, or Lessee's obtaining knowledge or notice of any kind, of any report, citation, notice or other communication from or to any federal, state or local governmental or quasi-governmental authority regarding any Regulated Substance in any way materially adversely affecting the Premises; or (C) Lessee's obtaining knowledge or notice of any kind of the incurrence of any cost or expense by any federal, state or local governmental or quasi-governmental authority or any private party in connection with the assessment, monitoring, containment, removal or remediation of any kind of any Regulated Substance in any way materially adversely affecting the Premises, or of the filing or recording of any lien on the Premises or any portion thereof in connection with any such action or Regulated Substance in any way materially adversely affecting the Premises; and

(iii) in addition to the requirements of Section 5.04 hereof, defend all actions against the Lessor Indemnified Parties and Mortgagee and pay, protect, indemnify and save harmless the Indemnified Parties and Mortgagee from and against any and all liabilities, losses, damages; costs, expenses (including, without limitation, reasonable attorneys' and experts' fees and expenses), causes of action, suits, claims, demands or judgments of any nature relating to any violations of Environmental Laws to the extent caused by Lessee during the Term. Notwithstanding any provision of this Lease to the contrary, Lessee shall have no liability or responsibility of any type or nature for environmental conditions or circumstances or violations of Environmental Laws pre-dating the Term.

(c) Lessor hereby acknowledges and discloses to Lessee that trichloroethylene and cyanide have been and may be located at the Premises, as more specifically described in the following reports: (1) Phase I Environmental Site Assessment Connectivity Building 60/Lot 7, 121st Court and I Streets, Omaha, NE 68137, (2) Limited Phase II Environmental Site Assessment, Lot 7, Omaha Works Industrial Park, 12000 I Street, Omaha, Nebraska 68144, prepared by Thiele Geotech, Inc., dated July 31, 2007, (3) Phase I Environmental Site Assessment, Specialty Finishing, 4200 South 121st Plaza, Omaha NE prepared by Ramboll Environ (Project No. 21-37446A), dated July 2015; and (4) Nebraska Department of Environmental Quality File I.I.S. No. 15830 (collectively, the "Identified Contamination"). Lessee shall have no liability or obligation with regard to the Identified Contamination, and Lessor shall indemnify and hold Lessee harmless against and in respect of any and all claims, losses, liabilities and expenses, including, without limitation, reasonable attorney's fees and court costs, which Lessee may incur related to the Identified Contamination. Further, to the fullest extent permitted under the Indemnity and License Agreement by and between Lessor and Connectivity Solutions Manufacturing, Inc., a Delaware corporation ("Connectivity"), dated as of September 7, 2007 (the "Indemnity Agreement"), Lessor shall cause Connectivity to use reasonable efforts to cause Avaya Inc., a Delaware corporation, to complete the Remedial Action (as defined in the Indemnity Agreement).

(d) If Lessee fails to correct any violation of Environmental Laws for which it has responsibility or liability during the Term, Lessor shall have the right (but no obligation) to take any and all actions as Lessor shall reasonably deem necessary or advisable in order to cure such violation of Environmental Laws upon delivery of fifteen (15) days' written notice to Lessee. Lessee shall reimburse Lessor all amounts reasonably incurred in connection therewith in addition to Lessee's indemnification obligations under this Lease.

(e) All future subleases or concession agreements permitted by this Lease relating to the Premises entered into by Lessee shall contain covenants of the other party not to at any time (i) cause any violation of Environmental Laws to occur or (ii) permit any Person occupying the Premises through said subtenant or concessionaire to cause any violation of Environmental Laws to occur. Further, such agreements shall provide for indemnification on substantially the same terms as this Section 5.06. All such covenants and indemnification provisions shall provide that Lessor is a third party beneficiary and may be enforced directly by Lessor against subtenant or concessionaire.

ARTICLE VI

Section 6.01 Condemnation and Casualty.

(a) **General Provisions**. Except as provided in Section 6.01(b) and (c), Lessee hereby irrevocably assigns to Lessor any award, compensation or insurance payment to which Lessee may become entitled by reason of Lessee's interest in the Premises (i) if the use, occupancy or title of the Premises or any part thereof is taken, requisitioned or sold in, by or on account of any actual or threatened eminent domain proceeding or other action by any person having the power of eminent domain ("Condemnation") or (ii) if the Premises or any part thereof is damaged or destroyed by fire, flood or other casualty ("Casualty"). All awards, compensations and insurance payments on account of any Condemnation or Casualty are herein collectively called "Compensation." Lessee may not unilaterally negotiate, prosecute or adjust any claim for any Compensation. Lessee must consult with and obtain Lessor's consent thereto. If the parties are unable to so agree, then they shall appoint an entity or individual that specializes in such negotiations who shall negotiate, prosecute and adjust a claim for Compensation. Lessor shall be entitled to participate in any such proceeding, action, negotiation, prosecution, appeal or adjustment as contemplated herein. Notwithstanding anything to the contrary contained in this Article VI, if permissible under applicable law, any separate Compensation made to Lessee for its moving and relocation expenses, anticipated loss of business profits, loss of goodwill or fixtures and equipment paid for by Lessee and which are not part of the Premises (including, without limitation, Lessee's Property) shall be paid directly to and shall be retained by Lessee (and shall not be deemed to be "Compensation"). All Compensation shall be applied pursuant to this Section 6.01, and all such Compensation (less the expense of collecting such Compensation) is herein called the "Net Proceeds." Except as specifically set forth herein, all Net Proceeds shall be paid to the Proceeds Trustee (as defined herein) and applied pursuant to this Section 6.01. If the Premises or any part thereof shall be damaged or destroyed by Casualty, and if the estimated cost of rebuilding, replacing or repairing the same shall exceed $100,000, Lessee promptly shall notify Lessor thereof. The "Proceeds Trustee" shall be a financial institution selected by Lessor and reasonably approved by Lessee and may be the Mortgagee.

(b) **Substantial Condemnation During the Term**. If a Condemnation shall, in Lessee's and Lessor's reasonable judgment, render the Premises unsuitable for restoration for continued use and occupancy in Lessee's business, then Lessee may, not later than one hundred eighty (180) days after a determination has been made as to when possession of the Premises must be delivered with respect to such Condemnation, deliver to Lessor notice of its intention ("Notice of Intention") to terminate this Lease on the next rental payment date which occurs not less than one hundred eighty (180) days after the delivery of such notice (the "Condemnation Termination Date"). This Lease shall terminate on the Condemnation Termination Date, except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which have accrued on or prior to the Condemnation Termination Date, upon payment by Lessee of all Basic Rent, Additional Rent and other sums due and payable hereunder to and including the Condemnation Termination Date. The Net Proceeds shall belong to Lessor.

(c) **Substantial Casualty During the Term**. If an insured Casualty shall, in Lessee's and Lessor's reasonable judgment render the Premises unsuitable for restoration for continued

use and occupancy in Lessee's business, then Lessee may, not later than one hundred and fifty (150) days after such Casualty, deliver to Lessor (i) notice of its intention to terminate this Lease on the next rental payment date which occurs not less than one hundred eighty (180) days after the delivery of such notice (the "Casualty Termination Date"). Upon payment by Lessee of all Basic Rent, Additional Rent and other sums then due and payable hereunder to and including the Casualty Termination Date, this Lease shall terminate on the Casualty Termination Date except with respect to obligations and liabilities of Lessee hereunder, actual or contingent, which have accrued on or prior to the Casualty Termination Date, and the Net Proceeds shall belong to Lessor.

(d) **Less Than Substantial Condemnation or Any Casualty**. If, after a Condemnation or Casualty, Lessee does not give or does not have the right to give notice of its intention to terminate this Lease as provided in subsection 6.01(b) or (c), then this Lease shall continue in full force and effect and Lessee shall, at its expense, rebuild, replace or repair the Premises in conformity with the requirements of subsections 2.01, 2.02 and 5.03 so as to restore the Premises as nearly as practicable to the condition, and character thereof immediately prior to such Casualty or Condemnation. To the extent the Net Proceeds with respect to any Casualty are less than $500,000, such amount shall be paid to Lessee to be used to rebuild, replace or repair the Premises in a lien free and good and workmanlike manner. To the extent the Net Proceeds from any Casualty are $500,000 or greater, such amount shall be paid to the Proceeds Trustee and prior to any such rebuilding, replacement or repair, Lessee shall determine the maximum cost thereof (the "Restoration Cost"), which amount shall be reasonably acceptable to Lessor. The Restoration Cost shall be paid first out of Lessee's own funds to the extent that the Restoration Cost exceeds the Net Proceeds payable in connection with such occurrence, after which expenditure Lessee shall be entitled to receive the Net Proceeds from the Proceeds Trustee, provided that Lessee delivers (i) a certificate describing the work for which Lessee is requesting payment and the cost incurred by Lessee in connection therewith and stating that Lessee has not theretofore received payment for such work and (ii) lien waivers or releases. Any Net Proceeds remaining after final payment has been made for such work and after Lessee has been reimbursed for any portions it contributed to the Restoration Cost shall be paid to Lessee. In the event of any temporary Condemnation, this Lease shall remain in full effect and Lessee shall be entitled to receive the Net Proceeds allocable to such temporary Condemnation, except that any portion of the Net Proceeds allocable to the period after the expiration or termination of the Term shall be paid to Lessor.

(e) Notwithstanding anything to the contrary in this Lease, all of the foregoing provisions of this Section 6.01 shall be subject and subordinate to any provisions to the contrary contained in any Subordination, Non-Disturbance and Attornment Agreement, Mortgage or other document evidencing or securing a loan made by Mortgagee to Lessor.

Section 6.02 Insurance.

(a) Subject to adjustment as set forth in Section 6.02(f), Lessee will maintain throughout the Term the following insurance on or in connection with the Premises:

(i) Insurance (on an occurrence basis) against loss, damage or destruction to the Premises caused by any peril similar to a "Causes of Loss – Special Form" policy of insurance, including coverage for water damage, flood insurance (if the Premises is in a flood zone), earthquake insurance (if the Premises are in an earthquake zone) and other risks which are similar to those included under "extended coverage" endorsements, at least as broad as ISO form CP 1030 (or its current equivalent). The amount of the insurance required by this Section 6.02(a)(i) shall be in an amount not less than the actual replacement cost of the Improvements and Lessee's Property.

(ii) Commercial General Liability insurance (on an occurrence basis) providing coverage at least as broad as ISO form CG 00 01 12 07 (or its current equivalent), against claims for bodily injury, death or property damage occurring on, in or about the Premises in the minimum amounts of $1,000,000 combined single limit per occurrence/$3,000,000 annual aggregate, and excess umbrella liability insurance in the amount of at least $5,000,000, which include contractual liability coverage with respect to personal injury and with deductibles of not more than $250,000 per occurrence. The coverage amounts required under this Section 6.02(a)(ii) shall be reviewed by Lessor and Lessee on or about the fifth (5^{th}) anniversary of this Lease and every five (5) years thereafter, and shall be modified as reasonably agreed upon by Lessor and Lessee to reflect commercially reasonable amounts of such coverage for similar properties and uses.

(iii) Comprehensive boiler, machinery and equipment breakdown insurance on any of the Lessee's Property or any other machinery or equipment on or in the Premises for full replacement cost, which may be included in Lessee's property insurance policy;

(iv) Business interruption/rental value insurance in an amount sufficient to cover loss of rents from the Premises pursuant to this Lease for a period of at least twelve (12) months;

(v) Worker's compensation insurance covering all of Lessee's employees to the extent required by the law of the state in which the Premises are located; and

(vi) Lessee's property policy shall also contain "builder's risk" coverage for any substantial changes, additions, improvements, reconstructions or replaces to any Improvements at the Premises that are undertaken at Lessee's direction.

Such insurance shall be written by companies authorized to do business in the state where the Premises are located and carrying a claims paying ability rating of at least A:VII by A.M. Best and with the exception of workers' compensation insurance, will include Lessor and Mortgagee as additional insureds or loss payees, as applicable.

(b) The policy provided pursuant to Section 6.02(a)(i) shall bear a mortgagee endorsement in favor of any Mortgagee identified in Section 1.04 of this Lease or by written notice from Lessor to Lessee. Lessee's general liability insurance policy shall include such Mortgagee as an additional insured as its interest may appear. The general liability insurance policy and the worker's compensation insurance policy referred to in subsection 6.02(a) shall

provide that it will not be cancelled or amended except after thirty (30) days written notice to Lessor.

(c) Lessee shall deliver to Lessor copies of certificates of insurance required to be maintained by Lessee hereunder (i) upon the execution of this Lease and annually thereafter, (ii) within three (3) business days from receipt of written demand, and (iii) at least ten (10) days prior to the expiration of any such insurance. Lessee shall promptly forward to Lessor copies of all original policies and endorsements upon request. Any insurance required hereunder may be provided under blanket policies, provided that the Premises are specified therein.

(d) Lessee shall promptly comply with and conform to all the terms of each insurance policy required to be carried by Lessee under this Lease and the requirements of the issuer of such policy ("Insurance Requirements"). If any insurance required to be maintained by Lessee under this Lease will expire, be withdrawn, become void or voidable, for any reason, including a breach of any condition thereof by Lessee or the failure or impairment of the capital of any insurer, Lessee shall immediately obtain new or additional insurance reasonably satisfactory to Lessor. All insurance required to be maintained by Lessee under this Lease shall be primary to, and non-contributing with respect to, any insurance maintained by Lessor (with the exception of workers compensation), if any. Lessee shall pay as they become due all premiums (and deductibles) for the insurance required by Section 6.02(a).

(e) The minimum policy limits for all policies required to be maintained by Lessee hereunder will not in any way affect or limit Lessee's indemnification, defense, release and hold harmless obligations set forth in this Lease and will not limit the liability of Lessee for its acts or omissions as provided in this Lease. Any policies, including any policy now or after the date of this Lease, carried by Lessor or Mortgagee, will serve as excess coverage.

Notwithstanding anything contained in this Lease to the contrary, each party hereto hereby waives any and all rights of recovery, claim, action or cause of action, against the other party and its agents, officers, and employees, for any loss or damage that may occur to the Premises, including the Improvements, regardless of cause or origin, including the negligence of the other party and its agents, officers, and employees, without prejudice to any waiver or indemnity provisions applicable to Lessee and any limitation of liability provisions applicable to Lessor hereunder, to the extent of such party's receipt of insurance proceeds on account of such loss or damage, of which provisions Lessor and Lessee shall notify all insurers. Lessor and Lessee agree that any policies presently existing or obtained on or after the date hereof (including renewals of present policies) shall include a waiver of subrogation in favor of the Lessor or Lessee, as the case may be.

ARTICLE VII

Section 7.01 Conditional Limitations; Default Provisions.

(a) Any of the following occurrences or acts shall constitute an Event of Default under this Lease:

(i) If Lessee shall (1) fail to pay any Basic Rent, Additional Rent or other sum when due (provided that Lessor shall not exercise any of its remedies hereunder for such failure to pay unless such monetary Event of Default continues to exist after Lessor has provided Lessee with ten (10) days written notice of Lessee's failure to timely pay such sums and provided that Lessor is obligated to provide such written notices for all monetary Events of Default no more than two times for any consecutive twelve (12) month period before exercising its remedies) or (2) fail to observe or perform any other provision hereof and such non-monetary failure shall continue for thirty (30) days after written notice to Lessee of such failure (provided that, in the case of any such failure which cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period, if Lessee shall commence promptly to cure the same and thereafter prosecute the curing thereof with diligence, the time within which such failure may be cured shall be extended for such period as is necessary to complete the curing thereof with diligence);

(ii) If Lessee shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state law or shall be adjudicated a bankrupt or become insolvent or shall make an assignment for the benefit of creditors, or if a petition proposing the adjudication of Lessee as a bankrupt or its reorganization pursuant to any federal or state bankruptcy law or any similar federal or state law shall be filed in any court and Lessee shall consent to or acquiesce in the filing thereof or such petition shall not be discharged or denied within ninety (90) days after the filing thereof; and

(iii) If a receiver, trustee or conservator of Lessee or of all or substantially all of the assets of Lessee or of the Premises or Lessee's or estate therein shall be appointed in any proceeding brought by Lessee, or if any such receiver, trustee or conservator shall be appointed in any proceeding brought against Lessee and shall not be discharged within ninety (90) days after such appointment, or if Lessee shall consent to or acquiesce in such appointment.

(b) If an Event of Default shall have happened and be continuing after notice and expiration of any applicable cure period, then in any such case, Lessor may, without further notice to Lessee, recover possession of and reenter the Premises without affecting Lessee's liability for past Basic Rent and other sums due or future Basic Rent and other sums to accrue hereunder. In the event of any such default, Lessor shall be entitled to recover from Lessee, in addition to Basic Rent and Additional Rent, all other damages sustained by Lessor on account of the breach of this Lease, including, but not limited to, the costs, expenses and attorney and expert fees incurred by Lessor in enforcing the terms and provisions hereof and in reentering and recovering possession of the Premises and for the cost of repairs, alterations, tenant improvements, and brokerage and attorney fees connected with the reletting of the Premises. Further, at the election of Lessor, Lessor shall have the right to declare this Lease terminated and cancelled, without any further rights or obligations on the part of Lessor or Lessee (other than Lessee's obligation for Basic Rent, Additional Rent and other sums due and owing through the date of termination), so that Lessor may relet the Premises without any right on the part of Lessee to any credit or payment resulting from any reletting of the Premises. In addition, upon the occurrence of an Event of Default beyond any applicable notice and cure period, in all events Lessor shall be entitled to accelerate Lessee's obligation to pay subsequent Basic Rent and Additional Rent (which would otherwise be due under the Lease through the stated expiration

date of the then-current Term) to the fullest extent permitted under applicable law, provided Lessor shall be required to use commercially reasonable efforts to mitigate its damages and all amounts collected by Lessor in connection with any reletting of the Premises (whether before or after judgment) shall reduce the amount of such accelerated rent due from Lessee. In case of a default under this Lease, Lessor may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination or remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise, subject to Lessor's obligation to mitigate its damages.

(c) Lessor may, but shall not be obligated to, cure any default by Lessee (specifically including, but not by way of limitation, Lessee's failure to obtain insurance, make repairs, or satisfy lien claims) and whenever Lessor so elects, all costs and expenses paid by Lessor in curing such default, including without limitation attorney fees, shall be payable to Lessor as Additional Rent due on demand.

(d) No receipt of money by Lessor from Lessee after the expiration or termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term of this Lease or affect any such notice, demand or suit.

(e) A waiver by Lessor of a breach or default by Lessee under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of Lessor to assert any breach or to declare a default by Lessee shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.

(f) If Lessor shall fail to reimburse Lessee as aforesaid or otherwise fail to perform any covenant or condition of this Lease upon Lessor's part to be performed and, as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Lessor in the Premises and Lessor shall not be personally liable for any deficiency.

Section 7.02 Interest. If Lessee shall fail to pay when due any Basic Rent, Additional Rent or other sum required to be paid by Lessee hereunder, Lessor shall be entitled to collect from Lessee as Additional Rent and Lessee shall pay to Lessor, in addition to such Basic Rent, Additional Rent or other sum, annual interest on the delinquency equal to the Late Rate from the date due until paid. The Late Rate shall be the lesser of (i) five percent (5%) per annum in excess of the prime rate of interest announced, from time to time, by The Wall Street Journal or (ii) the maximum rate permitted by applicable law.

ARTICLE VIII

Section 8.01 Notices and Other Instruments. All notices, offers, consents and other instruments given pursuant to this Lease shall be in writing and shall be validly given when hand

delivered or sent by a courier or express service guaranteeing overnight delivery or by telecopy, with original being promptly sent as otherwise provided above, addressed as follows:

If to Lessor: 121 Court, LLC
c/o Mark R. Wright
9501 South 175th Circle
Omaha, NE 68136
Telephone: _____
Facsimile: _____

With copy to: McGill, Gotsdiner, Workman & Lepp, P.C., L.L.O
11404 West Dodge Road, Suite 500
Omaha, NE 68154
Attention: Gary Gotsdiner
Telephone: 402-492-9200
Facsimile: 402-492-9222

If to Lessee: Quad Packaging, Inc.
N61 W23044 Harry's Way
Sussex, WI 53089
Attention: Nathan Ganfield
Telephone: 414-566-4404
Facsimile: 414-566-9014

With copy to: Godfrey & Kahn, S.C.
780 N. Water Street
Milwaukee, WI 53202
Attention: Michael Dwyer
Telephone: 414-273-3500
Facsimile: 414-273-5198

Lessor and Lessee each may from time to time specify, by giving fifteen (15) days notice to each other party, (i) any other address in the United States as its address for purposes of this Lease and (ii) any other person or entity in the United States that is to receive copies of notices, offers, consents and other instruments hereunder. Notice under the terms of this Lease shall be deemed delivered, whether or not actually received, upon the earlier of (i) the date of actual receipt by such party, or (ii) the day after said notice is either deposited with such overnight delivery service, transmitted by telecopier, or personally delivered, as applicable, pursuant to the above provisions.

Section 8.02 Estoppel Certificates; Financial Information.

(a) Lessee will, upon ten (10) business days written notice at the request of Lessor, execute, acknowledge and deliver to Lessor a certificate of Lessee, stating that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in

full force and effect as modified, and setting forth such modifications) and stating the dates to which Basic Rent, Additional Rent and other sums payable hereunder have been paid and either stating that to the knowledge of Lessee no default exists hereunder or specifying each such default of which Lessee has knowledge and whether or not Lessee is still occupying and operating the Premises and such other information as Lessor (as Lessor's lender or purchaser) shall reasonably request. Any such certificate may be relied upon by any actual or prospective mortgagee or purchaser of the Premises. Lessor will, upon ten (10) business days written notice at the request of Lessee, execute, acknowledge and deliver to Lessee a certificate of Lessor, stating that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and setting forth such modifications) and the dates to which Basic Rent, Additional Rent and other sums payable hereunder have been paid, and either stating that to the knowledge of Lessor no default exists hereunder or specifying each such default of which Lessor has knowledge. Any such certificate may be relied upon by Lessee [or any actual or prospective assignee or sublessee of the Premises.]

(b) In the event Lessee or any affiliate controlling Lessee, whether now or in the future, is not a publicly traded company, Lessee shall deliver to Lessor within one hundred twenty (120) days of the close of each fiscal year and immediately upon the occurrence of any Event of Default, audited financial statements of Lessee (which, at a minimum, shall include a balance sheet of Lessee and its consolidated subsidiaries, if any, as of the end of such year, a statement of profits and losses of Lessee and its consolidated subsidiaries, if any, for such year and a statement of cash flows of Lessee and its consolidated subsidiaries, if any, for such year) prepared by Lessee and certified as true by an officer of Lessee.

(c) Lessor and its agents and designees may enter upon and examine the Premises and show the Premises to prospective mortgagees and/or purchasers at reasonable times during normal business hours and on reasonable advance written notice.

ARTICLE IX

Section 9.01 No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this Lease or the leasehold estate hereby created or any interest herein or in such leasehold estate, as well as the fee estate in the Premises or any interest in such fee estate.

Section 9.02 Surrender. Upon the expiration or termination of this Lease, Lessee shall surrender the Premises to Lessor in as good repair and condition as received except for any damage resulting from Condemnation or Casualty, normal wear and tear and as otherwise set forth in this Lease. In all events, Lessee shall have fully performed its obligations under Article II (Maintenance and Repair). The provisions of this Section shall survive the expiration or other termination of this Lease.

Section 9.03 Time. Time is of the essence with respect to this Lease, and the respective time periods set forth herein.

Section 9.04 Separability; Binding Effect; Governing Law. Each provision hereof shall be separate and independent, and the breach of any provision by Lessor shall not discharge or relieve Lessee from any of its obligations hereunder. Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. All provisions contained in this Lease shall be binding upon, inure to the benefit of and be enforceable by the permitted successors and permitted assigns of Lessor to the same extent as if each such permitted successor and permitted assign were named as a party hereto. All provisions contained in this Lease shall be binding upon the permitted successors and permitted assigns of Lessee and shall inure to the benefit of and be enforceable by the permitted successors and assigns of Lessee in each case to the same extent as if each permitted successor and permitted assign were named as a party hereto. This Lease shall be governed by and interpreted in accordance with the laws of the state of Nebraska.

Section 9.05 Table of Contents and Headings; Internal References. The table of contents and the headings of the various paragraphs and exhibits of this Lease have been inserted for reference only and shall not to any extent have the effect of modifying the express terms and provisions of this Lease. Unless stated to the contrary, any references to any Section, subsection, Exhibit and the like contained herein are to the respective Section, subsection, Exhibit and the like of this Lease.

Section 9.06 Counterparts. This Lease may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been executed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be executed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument) and shall have been delivered by each of the parties to the other.

Section 9.07 Lessor's and Lessee's Liability. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease, that there shall be absolutely no personal liability on the part of any partner, director, member, officer or shareholder of Lessor or Lessee, its successors or assigns with respect to any of the terms, covenants and conditions of this Lease. Any liability on the part of Lessor shall be limited solely to Lessor's interest in the Premises, such exculpation of liability to be absolute and without any exception whatsoever.

Section 9.08 Amendments and Modifications. Except as expressly provided herein, this Lease may not be modified or terminated except by a writing signed by Lessor and Lessee.

Section 9.09 Additional Rent. All amounts other than Basic Rent which Lessee is required to pay or discharge pursuant to this Lease shall constitute Additional Rent.

Section 9.10 Consent of Lessor. Except as specifically set forth in this Lease, all consents and approvals to be granted by Lessor shall not be unreasonably withheld, conditioned or delayed.

Section 9.11 Quiet Enjoyment. Lessor agrees that, subject to the rights of Lessor under this Lease, Lessee shall hold and enjoy the Premises during the term of this Lease, free from any hindrance or interference from Lessor or any party claiming by, through or under Lessor.

Section 9.12 Holding Over. If Lessee remains in possession of the Premises, or any part thereof, after the expiration or other termination of the Term, Lessee shall be deemed to be occupying the Premises as a month-to-month tenant, subject to all of the provisions and obligations of this Lease, provided that Lessee shall pay to Lessor an amount equal to 1.25 times the Basic Rent in effect immediately preceding the holdover period (collectively, "Holdover Rent"), together with any Additional Rent. Such month-to-month tenancy may be terminated at the end of any calendar month by either Lessor or Lessee giving the other at least twenty-eight (28) days prior written notice.

Section 9.13 Financing and Subordination, Non-Disturbance and Attornment. Notwithstanding anything to the contrary in this Lease, this Lease and Lessee's interest hereunder shall be subject, subordinate and inferior to any mortgage or other security instrument hereafter placed upon the Premises by Lessor, and to any and all advances made or to be made thereunder, to the interest thereon, and all renewals, replacements and extensions thereof, provided that any such mortgage (or a separate non-disturbance agreement entered into between Lessee and the Mortgagee in whose favor such mortgage was granted) shall provide for the recognition of this Lease and all Lessee's rights hereunder unless and until an Event of Default. If Lessor desires to obtain or refinance any loan, Lessee shall execute any and all documents, reasonably approved by Lessee, that such Mortgagee reasonably requires in connection with such financing, so long as the same do not materially adversely affect any right, benefit or privilege of Lessee under this Lease, disturb Lessee's right to use and occupy the Premises or increase Lessee's obligations under this Lease.

Section 9.14 Short Form Memorandum of Lease. Upon Lessor's or Lessee's request, the parties shall record a "short form" Memorandum of Lease identifying the Term granted to Lessee by this Lease, and any other terms to which the parties may agree. Any recording costs associated with the memorandum or short form of this Lease shall be borne by the party requesting such memorandum. Upon the expiration or earlier termination of this Lease, Lessee shall promptly execute and deliver to Lessor an instrument, in recordable form, wherein Lessee acknowledges the expiration or earlier termination of this Lease. Upon transfer or conveyance of the Premises by Lessor, Lessee agrees to execute an amendment to the memorandum indicating the change of Lessor.

Section 9.15 Brokers. Lessor and Lessee mutually represent and warrant to each other that it dealt with no real estate brokers in the transactions contemplated by this Lease, and that no brokerage fees, commissions, or other remuneration of any kind are due in connection herewith. Lessor shall forever indemnify and hold harmless Lessee against and in respect of any and all

claims, losses, liabilities and expenses, including, without limitation, reasonable attorney's fees and court costs, which Lessee may incur on account of any claim by any broker or agent or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Lessor in respect to the transactions herein contemplated. Lessee shall forever indemnify and hold harmless Lessor against and in respect of any and all claims, losses, liabilities and expenses, including, without limitation, reasonable attorney's fees and court costs, which Lessor may incur on account of any claim by any broker or agent or other person on the basis of any arrangements or agreements made or alleged to have been made by or on behalf of Lessee in respect to the transactions herein contemplated. The provisions of this Section shall survive expiration or termination of this Lease.

Section 9.16 Waiver of Jury Trial. Lessor and Lessee each hereby expressly, irrevocably, fully and forever release, waive and relinquish any and all right to trial by jury.

Section 9.17 No Partnership. Nothing herein contained shall be deemed or construed either by the parties hereto, or by a third party, to create a relationship between the parties of principal and agent, partnership, or joint venture. None of computation of rent, or any other provision contained herein, or any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

Section 9.18 No Construction Against Drafter. Each of the parties hereto acknowledges that it is sophisticated and experienced in transactions of the nature contemplated hereby and that it has been represented by counsel of its choosing in connection herewith; accordingly, each party hereto waives to the fullest extent permitted by law the application of any law or rule of construction requiring that this Lease be construed or interpreted against the drafting party or in favor of the non-drafting party.

Section 9.19 Characterization of Lease. The following expressions of intent, representations, warranties, covenants, agreements, stipulations and waivers are a material inducement to Lessor and Lessee to enter into this Lease:

(a) Lessor and Lessee intend that (a) this Lease is a "true lease" for federal and state income tax purposes and is not a financing lease, capital lease, mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of this Lease are those of a true lease; and (b) the business relationship created by this Lease and any related documents is solely that of a long-term commercial lease between Lessor and Lessee, the Lease has been entered into by both parties in reliance upon the economic and legal bargains contained herein, and none of the agreements contained herein is intended, nor shall the same be deemed or construed, to create a partnership (de facto or de jure) between Lessor and Lessee, to make them joint venturers, to make Lessee an agent, legal representative, partner, subsidiary or employee of Lessor, or to make Lessor in any way responsible for the debts, obligations or losses of Lessee.

(b) Lessee and Lessor each waive any claim or defense based upon the characterization of this Lease as anything other than as a "true lease." Lessee and Lessor each stipulate and agree (i) except as may be required by local, state or federal laws or a governmental

authority (it being understood that Lessee and Lessor each agree that under current U.S. federal income tax law, this Lease is a "true lease"), not to assert or take, or omit to take, any action if such omission would be inconsistent with the agreements and understandings set forth in this section, and (ii) that, in the event that its separate existence from another person is disregarded for U.S. federal income tax purposes, it shall not permit such person to assert or take, or omit to take, any action if such omission would be inconsistent with the agreements and understandings set forth in this section (determined as though such person had been a party hereto).

Section 9.20 Option to Extend. Lessee shall have the option to extend the Term of this Lease for four (4) additional periods of five (5) years each, the extension period commencing upon the expiration of the then-current Term. The option shall be exercised only by Lessee giving written notice thereof which is received by Lessor not less than six (6) months and not more than fifteen (15) months prior to the expiration of then-current Term, time being of the essence; provided, however, Lessee shall be entitled to exercise the option to extend granted herein, and the Term of this Lease shall, in fact, be extended by reason of such exercise, only if this Lease is in full force and effect and Lessee is not in default hereunder continuing after notice and expiration of any applicable cure period. In the event that the Term of this Lease is in fact extended pursuant to the foregoing, then any such extension shall be upon all of the same terms, covenants, provisions and conditions as contained in this Lease except the Basic Rent shall be the Market Rent (as hereinafter defined) for the extended term.

As used herein, "Market Rent" means the monthly fair market rent for the Premises as agreed to by the parties or failing such agreement within forty-five (45) days following Lessor's receipt of Lessee's notice exercising its option to extend, determined by appraisal in accordance with the following: Lessee shall, on or before the sixtieth (60th) day following Lessor's receipt of the notice exercising the option to extend, select an Appraiser (as hereinafter defined) to determine the monthly fair market rent for the Premises during the extension period and advise Lessor in writing of the name of such Appraiser. As used herein, "Appraiser" means an experienced and qualified appraiser who is a Member of the American Institute of Real Estate Appraisers (or if such institute is not in existence at the time in question, a member of a similar or successor organization) or a licensed real estate broker with substantial experience with respect to comparable industrial properties in the Omaha metropolitan area, who has not been regularly employed or retained during the prior five (5) years as a consultant by the party selecting such person (the "Independence Requirement"). Lessor shall within fifteen (15) days thereafter select an Appraiser to make a similar determination and advise Lessee in writing of the name of such Appraiser. Each party shall be responsible for paying the fees and expenses of the Appraiser selected by it. The two (2) Appraisers so appointed shall be instructed to each prepare a written appraisal which will show the monthly fair market rent of the Premises during the extension period, giving appropriate consideration to the length of the lease term, the size and location of the premises being leased, tenant improvement allowances, annual increases in rent and other generally applicable terms and conditions of tenancy. Lessor and Lessee shall each be entitled to present evidence and argument to the initial two Appraisers upon request promptly after the appointment of such Appraisers and for such purpose, the parties may be represented by counsel. Such Appraisers shall notify both parties, simultaneously and in writing, of their determination as described herein within thirty (30) days after the appointment of Lessor's Appraiser. Provided that the appraisals vary by less than such five percent (5%) of the fair

market rent amount in the higher appraisal, then the arithmetic average of the two (2) Appraisals shall be the Market Rent for the Premises, and such determination shall be conclusive and binding upon the parties. If the difference between such two (2) appraisals is more than five percent (5%) amount, then within fifteen (15) days after the date that the parties are notified of such appraisals, the two (2) Appraisers previously retained shall jointly appoint a third qualified and experienced Appraiser and shall advise the parties in writing of the name of said Appraiser who shall be subject to the approval of Lessor and Lessee. If such two (2) Appraisers are unable to agree upon the appointment of a third Appraiser within such fifteen (15) day period, they will give written notice of such failure to agree to the parties and thereafter if the parties fail to agree upon the selection of a third Appraiser within fifteen (15) additional days after they are so advised, then either party may make application to the then acting chief judge of the District Court for County in which the Premises are located to designate or appoint such third Appraiser. Each of the parties hereto shall pay one-half (1/2) of the fees of any such third Appraiser. In all events, the third Appraiser shall meet the Independence Requirement. Such third Appraiser shall then be instructed as the initial two (2) Appraisers were previously instructed to prepare an appraisal showing the monthly fair market rent for the Premises during the extension of the term. Such third Appraiser shall notify both parties, simultaneously and in writing of its determination as described herein within thirty (30) days after its appointment. If the total rent during the extension period as determined by the third Appraiser is between the total market rent during the extension period as determined by the other two appraisals, then such determination shall be binding and conclusive upon the parties. If the third Appraiser's determination as aforesaid is higher than the higher of the two appraisals or lower than the lower of the other two appraisals, then the middle of the three appraisals shall be binding and conclusive upon the parties. If the Market Rent for the extension period is not determined as of the commencement date thereof, then the Basic Rent payable by Lessee immediately prior to such extension shall remain in effect until such determination is, in fact, made, and appropriate adjustments shall be promptly made by the parties when the Market Rent has been determined.

Section 9.21 Right of First Offer. Provided that Lessee is not then in default of any term or condition of this Lease beyond the expiration of any applicable notice and cure period, during the Term of this Lease and any extension period, Lessor shall not, without first complying with all the terms and conditions of this Section 9.21, agree to sell (any of the foregoing being hereinafter referred to as a "transfer") all or any portion of the Premises. Prior to agreeing to transfer all or any portion of the Premises (the "Subject Premises"), Lessor shall first provide Lessee with written notice (the "Offer Notice") of such proposed transaction, which notice shall indicate that Lessor has elected to sell the Subject Premises. Lessee shall have the right, within twenty-one (21) days after receipt of the Offer Notice (the "Offer Period"), to provide a binding unconditional cash offer for the purchase of the Subject Premises. If (a) Lessee fails to exercise its right of first offer pursuant to this Section 9.21 within the Offer Period, (b) if Lessee presents an offer which is not accepted by Lessor, or (c) an offer is accepted by Lessor but the Lessor and Lessee fail to enter into an acceptable purchase agreement within forty five (45) days after the date of the offer, then Lessor shall have the right to transfer the Subject Premises to any party for a purchase price equal to at least eighty-five percent (85%) of the purchase price proposed by Lessee during the Offer Period, together with other terms and conditions that are substantially similar to those proposed by Lessee during the Offer Period. In the event (i) the Subject

Premises are not sold for at least eighty-five percent (85%) of the purchase price proposed by Lessee during the Offer Period, together with other terms and conditions that are substantially similar to those proposed by Lessee during the Offer Period, (ii) the Subject Premises are not sold within twelve (12) months after the expiration of the Offer Period, or (iii) marketing of the Subject Premises ceases for a period of at least ninety (90) consecutive days, Lessor shall thereafter provide the Offer Notice prior to agreeing to sell the Subject Premises, and all terms and conditions of this Section 9.21 set forth above shall apply to any transfer of the Subject Premises.

Section 9.22 Termination of Existing Leases. Lessee hereby represents and warrants to Lessor that all prior leases affecting the Premises have been terminated as of the date hereof, and that no party other than Lessee has any right to occupy the Premises except as may be expressly set forth in the Permitted Exceptions. Lessor shall indemnify and hold Lessee harmless for and in respect of any claims, liabilities or responsibilities of any name or nature (including reasonable attorneys' fees) which may be imposed on Lessee arising out a breach of the foregoing representation and warranty.

[Signatures of Lessor and Lessee Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first above written.

LESSOR:

121 COURT, LLC, a Nebraska limited liability company

By: Mark R Wright
Name: Mark R Wright
Title: President

LESSEE:

QUAD PACKAGING, INC., a Wisconsin corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the date first above written.

LESSOR:

121 COURT, LLC, a Nebraska limited liability company

By: _____
Name: _____
Title: _____

LESSEE:

QUAD PACKAGING, INC., a Wisconsin corporation

By: _____
Name: Thomas Garland
Title: President

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Lot 3, in OMAHA WORKS INDUSTRIAL PARK REPLAT 4, an Addition to the City of Omaha, as surveyed, platted and recorded, in Douglas County, Nebraska.

Together with easement rights appurtenant thereto as established by the Plat and Dedication recorded September 29, 2006, as Instrument No. 2006112368 and by Declaration of Access Easement recorded October 3, 2006, as Instrument No. 2006113611 and by Declaration of Access Easements, dated September 1, 2007, recorded September 6, 2007 as Instrument No. 2007102309 and by Declaration of Temporary Access Easement, dated September 5, 2007, recorded September 6, 2007 as Instrument No. 2007102310, all of Records of Douglas County, Nebraska.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Easements as set forth on the Plat and contained in the Dedication of Omaha Works Industrial Park, filed September 29, 2006, as Instrument No. 2006112368, Official Records.

Affidavit of Correction filed April 29, 2008 as Instrument No. 2008041574, Official Records, Douglas County, Nebraska.

2. Easements as set forth on the Plat of Omaha Works Industrial Park Replat 4, filed August 28, 2007, as Instrument No. 2007098658, Official Records.

3. Terms and provisions of the Easement granted to Western Electric Company, Incorporated, filed August 17, 1971 in Book 502 at Page 247, Official Records, Douglas County, Nebraska.

4. Terms and provisions of the Transmission Line Easement granted to Omaha Public Power District, filed August 17, 1971, in Book 502 at Page 253, Official Records, Douglas County, Nebraska.

5. Terms and provisions of the Declaration of Covenants, Conditions, Reservations and Restrictions, filed October 3, 2006, as Instrument No. 2006113608, Official Records, Douglas County, Nebraska.

6. Terms and provisions of the Declaration of Utilities Easement, filed October 3, 2006, as Instrument No. 2006113609, Official Records, Douglas County, Nebraska.

7. Terms and provisions of the Declaration of Access Easement, filed October 3, 2006, as Instrument No. 2006113611, Official Records, Douglas County, Nebraska.

8. Terms and provisions of the Permanent Easement granted to Metropolitan Utilities District of Omaha, filed July 25, 2007, as Instrument No. 2007084421, Official Records, Douglas County, Nebraska.

9. Terms and provisions of the Declaration of Utility Easement filed September 6, 2007 as Instrument No. 2007102308, Official Records, Douglas County, Nebraska.

10. Terms and provisions of the Declaration of Access Easements filed September 6, 2007 as Instrument No. 2007102309, Official Records, Douglas County, Nebraska.

11. Terms and provisions of the Declaration of Temporary Access Easement filed September 6, 2007 as Instrument No. 2007102310, Official Records, Douglas County, Nebraska.

12. Terms and provisions of the Declaration of Utilities Easement filed November 14, 2007 as Instrument No. 2007127648, Official Records, Douglas County, Nebraska.

13. Terms and provisions of the Drainage, Storm Sewer and Sanitary Sewer Easement Agreement filed February 27, 2008 as Instrument No. 2008018810, Official Records, Douglas County, Nebraska.

14. Terms and provisions of the Permanent Easement granted to Metropolitan Utilities District of Omaha, filed November 14, 2008 as Instrument No. 2008110286, Official Records, Douglas County, Nebraska.

EXHIBIT C

BASIC RENT SCHEDULE

The Basic Rent shall increase annually by two percent (2%) as shown below:

Lease Year	Dates	Annual Rent	Monthly Rent
Interim Term	August 25, 2015 – August 31, 2015	N/A	$27,825.71*
1	September 1, 2015 – August 31, 2016	$1,478,737.56	$123,228.13
2	September 1, 2016 – August 31, 2017	$1,508,312.28	$125,692.69
3	September 1, 2017 – August 31, 2018	$1,538,478.48	$128,206.54
4	September 1, 2018 – August 31, 2019	$1,569,248.04	$130,770.67
5	September 1, 2019 – August 31, 2020	$1,600,633.08	$133,386.09
6	September 1, 2020 – August 31, 2021	$1,632,645.72	$136,053.81
7	September 1, 2021 – August 31, 2022	$1,665,298.56	$138,774.88
8	September 1, 2022 – August 31, 2023	$1,698,604.56	$141,550.38
9	September 1, 2023 – August 31, 2024	$1,732,576.68	$144,381.39
10	September 1, 2024 – August 31, 2025	$1,767,228.24	$147,269.02
11	September 1, 2025 – August 31, 2026	$1,802,572.80	$150,214.40
12	September 1, 2026 – August 31, 2027	$1,838,624.16	$153,218.68
13	September 1, 2027 – August 31, 2028	$1,875,396.72	$156,283.06
14	September 1, 2028 – August 31, 2029	$1,912,904.64	$159,408.72
15	September 1, 2029 – August 31, 2030	$1,951,162.68	$162,596.89

* Calculation of Basic Rent for Interim Term: 7/31 x $1,478,737.56 = $27,825.71.