

LEASE

between

4TH STREET CENTRE, LLC
(Landlord)

and

SIOUX CITY COMMUNITY SCHOOL DISTRICT
(Tenant)

SUITE 400

June 29, 2021

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**LEASE
(OFFICE SPACE)**

1. BASIC LEASE PROVISIONS AND IDENTIFICATION OF EXHIBITS

1.01 BASIC LEASE PROVISIONS

A.	BUILDING AND ADDRESS:	Ho-Chunk Centre , 600 Fourth Street Sioux City, Iowa 51101
B.	LANDLORD AND ADDRESS:	4th Street Centre, LLC Ho-Chunk Centre Office of the Building 600 Fourth Street Sioux City, Iowa 51101
C.	TENANT AND CURRENT ADDRESS:	The Sioux City Community School District 600 Fourth Street; Suite 400 Sioux City, Iowa 51101
D.	DATE OF LEASE:	June 29, 2021
E.	LEASE TERM:	One (1) year
F.	COMMENCEMENT DATE OF TERM:	August 1, 2021
G.	EXPIRATION DATE OF TERM:	July 31, 2022
H.	MONTHLY BASE RENT:	\$11,971.66
I.	RENTABLE AREA OF THE PREMISES:	14,366 Sq. Ft.
J.	SECURITY DEPOSIT:	\$.00
K.	FLOOR(S):	Fourth (4 th)
L.	TENANT'S PROPORTIONATE SHARE:	N/A
M.	TENANT'S USE OF PREMISES:	Classrooms for Educational Training

1.02 ENUMERATION OF EXHIBITS

The exhibits set forth below and attached to this Lease are incorporated in this Lease by this reference:

EXHIBIT A. Plan of Premises

EXHIBIT B. Workletter Agreement (the "Workletter") *Intentionally Deleted*

2. PREMISES, TERM AND FAILURE TO GIVE POSSESSION

2.01 LEASE OF PREMISES; LICENSE OF BUILDING COMMON AREAS

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises (the "Premises") shown on Exhibit A (attached hereto and incorporated herein by this reference) located in the Ho-Chunk Centre office building (the "Building") at 600 Fourth Street, Sioux City, Iowa, for the term and upon the conditions provided in this Lease.

In addition to the interest in the Premises demised to Tenant under this Lease, Landlord hereby grants Tenant a nonexclusive license for so long as this Lease is in full force and effect to use the "Building Common Areas," as hereinafter defined, in common with Landlord and other tenants of the Building entitled to use the Building Common Areas, and their respective employees and invitees and other persons authorized by Landlord, subject to the terms and conditions of this Lease. As used herein, the term "Building Common Areas" means all areas and facilities, if any, in the Building that are provided and designated from time to time by Landlord for the general nonexclusive use and convenience of Tenant, Landlord and all other tenants of the Building and their respective employees, invitees, licensees, or other visitors, and may include without limitation the hallways, entryways, stairs, loading areas, and restroom facilities of the Building, and the walkways and skywalk systems appurtenant thereto. Landlord may from time to time change the size, use, shape, configuration or nature of any portion of the Building Common Areas, so long as such change does not deprive Tenant of the substantial benefit and enjoyment of the Premises.

2.02 TERM

The term of this Lease (the "Term") shall commence on the date (the "Commencement Date") which is the earlier to occur of:

- (i) the date specified in 1.01F or
- (ii) the date Tenant first takes possession of all or part of the Premises.

The Term shall expire on the date (the "Expiration Date") specified in 1.01G, unless sooner terminated or otherwise provided elsewhere in this Lease. **SEE RIDER I.**

2.03 FAILURE TO GIVE POSSESSION

If Landlord shall be unable to give possession of the Premises on the Commencement Date by reason of any of the following: (i) Landlord has not completed its preparation of the Premises, (ii) Landlord is unable to give possession of the Premises by reason of the holding or retention of possession by any tenants or occupants, or (iii) for any other reason, Landlord shall not be subject to any liability for the failure to give possession on said date. Under such circumstances, the Monthly Base Rent ~~and the Rent Adjustments~~ to be paid herein by Tenant shall not commence until the Premises are available for occupancy by Tenant, and no such failure to give possession on the Commencement Date shall affect the validity of this Lease or the obligations of Tenant hereunder, nor shall the same be construed to extend the term of this Lease. If the Premises is ready for occupancy prior to the Commencement Date and Tenant takes possession of the Premises prior to said date, Tenant shall pay Monthly Base Rent ~~and Rent Adjustments~~ for the period of possession prior to the Commencement Date on a proportionate per diem basis. The Premises shall not be deemed to be unready for Tenant's occupancy or incomplete if only minor insubstantial details of construction, decoration or mechanical adjustments remain to be done in the Premises or any part thereof, or if the delay in the availability of the Premises for occupancy shall be due to special work, changes, alterations or additions required or made by Tenant in the layout or finish of the Premises or any part

thereof or shall be caused in whole or in part by Tenant through the delay of Tenant in submitting plans, supplying information, approving plans, specifications or estimates, giving authorizations or otherwise or shall be caused in whole or in part by delay and/or default on the part of Tenant and/or its consultants, contractors or subtenants. In the event of any dispute as to whether the Premises is ready for Tenant's occupancy, the decision of the architect selected by Landlord shall be final and binding on the parties.

3. RENT

Tenant agrees to pay to from time to time at the offices of the Building manager (the "Manager") on behalf of Landlord and at the Landlord's address shown in Section 1.01.B above or at such other place designated by Landlord, without any prior demand therefor and without any deduction whatsoever, base rent at the initial monthly rate specified in 1.01H ("Monthly Base Rent") during the Term of the Lease. ~~In addition to Monthly Base Rent, Tenant shall pay Rent Adjustments pursuant to Sections 24.02 and 24.04 and Rent Adjustment Deposits pursuant to Section 24.03.~~ Unless otherwise provided to the contrary in this Lease, Monthly Base Rent shall be paid monthly in advance on the first day of each month of the Term, except that the first installment of Monthly Base Rent shall be paid by Tenant to Landlord upon execution of this Lease by Tenant. All other charges, costs and sums required to be paid by Tenant to Landlord under this Lease shall be deemed additional rent, and together with Monthly Base Rent, ~~Rent Adjustments, and Rent Adjustment Deposits~~ shall hereinafter be collectively called "Rent". Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease.

4. ~~SECURITY DEPOSIT~~

~~As security for the performance of its obligations under this Lease and the Workletter and for the cost of any repair or correction of damage in excess of normal wear and tear to the Premises, Tenant upon its execution of this Lease has deposited with Landlord, without interest, with Landlord a security deposit (the "Security Deposit") in the amount specified in 1.01J. The Security Deposit may be applied by Landlord to cure any default of Tenant under this Lease, and upon notice by Landlord of such application, Tenant shall replenish the Security Deposit in full by promptly paying to Landlord the amount so applied. The Security Deposit or any balance thereof shall be returned within sixty (60) days after the Tenant has vacated and left the Premises in an acceptable condition (following an inspection by or on behalf of Landlord), surrendered any and all keys and elevator security cards, and paid all Rent and other charges hereunder. If the Landlord determines that any loss or damage chargeable to the Tenant has occurred, the Landlord, at Landlord's option, may retain and apply some or all of the Security Deposit against any actual loss or damage to the Premises, and the balance of the Security Deposit, if any, shall be returned to Tenant. If the actual loss or damage to the Premises exceeds the Security Deposit, Tenant shall be responsible for immediately reimbursing Landlord for all such sums. The Security Deposit shall not be deemed advance payment of Rent or measure of damages for any default by Tenant under this Lease, nor shall it be a bar or defense of any action which Landlord may at any time commence against Tenant.~~

5. SERVICES

5.01 LANDLORD'S GENERAL SERVICES

Landlord, as long as Tenant is not in default under any of the covenants of this Lease, shall provide the following services: (a) heat and air-conditioning in the Premises, ~~Monday through Friday from 8:00 a.m. to 6:00 p.m., and Saturdays from 8:00 a.m. to 1:00 p.m., excluding national and traditional holidays,~~ to the extent necessary for the comfortable occupancy of the Premises (subject to all applicable voluntary and mandatory regulations and laws) under normal business operations.

Wherever heat generating machines or equipment are used by Tenant in the Premises, which heat generating machines or equipment affect the temperature otherwise maintained by the air-cooling and ventilating system(s), Landlord reserves the right to install supplementary air-conditioning units in the Premises and the expense of such units and the installation thereof shall be paid by Tenant. The expense resulting from the operation and maintenance of the supplementary air-conditioning system shall be paid by Tenant to Landlord as additional Rent at rates fixed by Landlord; (b) hot and cold water for use in the lavatories that Landlord installs for use in common with other tenants of the Building. If Tenant desires water in the Premises, cold water only shall be supplied by Sioux City mains drawn through a line, meter and fixtures installed by Tenant, at Tenant's expense, but only with Landlord's consent. ~~Tenant shall pay Landlord as additional Monthly Base Rent, at rates fixed by Landlord, charges for all water furnished to the Premises;~~ (c) customary cleaning and janitorial services in the Premises substantially similar to those provided in other first-class office buildings in the city of Sioux City, Monday through Friday, excluding national and traditional holidays; (d) washing of exterior windows in the Building (inside and outside) not less than two (2) times during each calendar year, weather permitting; (e) automatic passenger elevator service subject to scheduling by Landlord. The term "national and traditional holidays" as used in this Section 5.01 shall also include other holidays recognized by the Landlord and the janitor and other unions servicing the Building in accordance with their contracts.

5.02 ELECTRICAL SERVICES

Subject to the further provisions of this Article, Landlord shall, throughout the term of this Lease, cause to be furnished to Tenant through the electrical transmission facilities initially installed by Landlord in the Building, electrical current to be used by Tenant for the conduct of its business in the Premises.

After the initial installation work by Landlord, any additional risers, feeders, or other equipment or service proper or necessary to supply Tenant's electrical requirements, upon written request of Tenant, will be installed by Landlord, at the sole cost and expense of Tenant, if in Landlord's reasonable judgment, the same are necessary and will not cause permanent damage or injury to the Building or the Premises or cause or create a dangerous or hazardous condition or interfere with or disturb other tenants or occupants. After the initial installation of the Building Standard Work by Landlord, any additional wiring necessary or desirable to distribute electrical and/or telephone service within the Premises shall be installed by Tenant, at Tenant's cost. All wires installed pursuant to the terms of this Section 5.02 shall meet all standards required by all laws and/or requirements of public authorities in effect at the time of installation.

Landlord shall not be liable or responsible to Tenant for any loss or damage or expense which Tenant may sustain or incur if either the quantity or character of electrical service is changed or is no longer available or suitable for Tenant's requirements for reasons other than Landlord's fault. Tenant shall be responsible for any repair, maintenance and replacement of any electrical meters, panelboards and/or wires, wiring, feeders and risers servicing the Premises, at Tenant's sole cost and expense, or if Tenant shall engage Landlord to make such repairs, maintenance and replacements, Tenant shall pay Landlord's reasonable charges therefor on demand.

If Tenant wishes to install any special equipment or machinery (including but not limited to special air-conditioning systems, data processing systems or any other special equipment or machinery), which, in Landlord's sole discretion will require energy consumption greater than that of standard office equipment, Landlord may, at Tenant's expense, install such metering devices as permitted by MidAmerican Energy Company or such other governing agency or select a consultant to determine the power load and average monthly electric current consumption of such equipment. The findings of the consultant as to the average monthly energy consumption shall be conclusive and

binding upon the parties and the Tenant shall pay the same as additional Rent on the first day of each month, in advance, from the date of installation. The Tenant covenants and agrees that the rate used in determining the amount to be added to the monthly Rent will be at the same service classification under which the Landlord purchases power from MidAmerican Energy. If the Landlord's power rates and/or charges are increased or decreased, then the aforesaid additional Rent shall be increased or decreased in the same percentage. The Tenant shall make no alterations or additions to the electrical equipment without first obtaining written consent from the Landlord in each instance. The Landlord, its agents or consultant are given the right to make surveys, from time to time in the Premises, of the electrical equipment and fixtures and use of current.

In no event shall Tenant use or install any fixtures, equipment or machines the use of which in conjunction with other fixtures, equipment and machines in the Premises would result in an overload of the electrical circuits servicing the Premises.

Tenant covenants and agrees that at all times its use of electric current shall never exceed its share of the capacity as supplied by the existing feeders to the Building or the risers or wiring installation. Landlord shall furnish, install and replace, as required, all lighting tubes, lamps, bulbs and ballasts required in the Premises, at Tenant's sole cost and expense. All lighting tubes, lamps, bulbs and ballasts so installed shall become Landlord's property upon the expiration or sooner termination of this Lease.

At Landlord's option, exercisable upon not less than thirty (30) days' prior written notice to Tenant, Landlord may at any time discontinue the furnishing of electrical current to all or any portion of the Premises (provided that Tenant is then able to obtain electrical current directly from the utility company serving the Building), and, in such case, Tenant shall contract directly with said public utility for the supply of electrical current to the Premises, and Landlord shall permit existing wires, risers, and feeders, to be used for such purposes.

5.03 ADDITIONAL AND AFTER-HOURS SERVICES

Landlord shall in no event be obligated to furnish any services or utilities other than as specified in 5.01 and 5.02 above. If Landlord elects to furnish services or utilities requested by Tenant in addition to those specified in 5.01 and 5.02 above (including but not limited to the operation of special air-conditioning systems which may be required for data processing equipment or for other special equipment or machinery installed by Tenant or other utility services at times other than those specified in said section), Tenant shall pay to Landlord the Landlord's then prevailing cost for such services and utilities (such cost specifically shall include amortization of Landlord's equipment, together with Landlord's management and overhead charges), within ten (10) days after receipt of Landlord's invoices therefor. If Tenant shall fail to make any such payment, Landlord may, without notice to Tenant and in addition to Landlord's other remedies under this Lease, discontinue any or all of the additional services.

5.04 DELAYS IN FURNISHING SERVICES

Landlord does not warrant that any of the above services will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God, or the enemy, governmental action, repairs, mechanical breakdown, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability of Landlord to obtain fuel or supplies or any other cause or causes beyond the reasonable control of Landlord. No failure or delay in furnishing any service caused in whole or in part by any one or more of the causes specified hereunder shall result in any liability of Landlord to Tenant, or be deemed to be an eviction or disturbance of Tenant's use and possession of the Premises

nor grounds for Tenant to claim an abatement of the Rent or waiver or release of any other obligation of Tenant under this Lease.

6. POSSESSION, USE AND ENJOYMENT OF PREMISES

6.01 POSSESSION AND USE OF PREMISES

Tenant shall be entitled to possession of the Premises upon substantial completion of the work contemplated in the Workletter to be performed by Landlord. Tenant shall occupy and use the Premises only for general office purposes in order to conduct the business specified in Section 1.01M (the "Permitted Use"). Tenant shall not occupy or use the Premises (or permit the use or occupancy of the Premises) for any purpose or in any manner which: (a) is unlawful or in violation of any applicable governmental or quasi-governmental requirement, statute, ordinance or rule (including the Board of Fire Underwriters); (b) may be dangerous to persons or property; (c) is contrary to, or prohibited by the terms and conditions of this Lease, including rules and regulations for the Building, and (d) for any use other than the Permitted Use without Landlord's prior written consent. During the Term of this Lease, Tenant shall, at Tenant's sole cost and expense, be responsible for making any modifications to the Premises that may be required pursuant to any laws applicable to the Premises, except for structural modifications to the Building unless the same are required solely to accommodate Tenant's specific Permitted Use and are not generally required by all other tenants of the Building.

Tenant shall not violate, or permit the violation of, any conditions suspending or restricting insurance. Unless otherwise provided in writing hereto, the Landlord shall not be liable for any loss occurring while the hazard is increased by any means within the control of the Tenant; furthermore, Tenant shall not do, or permit anything to be done, or keep or permit anything to be kept in the Premises which would subject Landlord to any liability or responsibility for personal injury or death or property damage, or which would increase the fire or other casualty insurance rate on the Building or the property therein over the rate which would otherwise then be in effect or which would result in insurance companies of good standing refusing to insure the Building or any property herein in amounts reasonably satisfactory to Landlord.

6.02 ACCESS TO PREMISES

The Tenant shall permit the Landlord to erect, use and maintain pipes, ducts, wiring and conduits in and through the Premises. The Landlord or Landlord's agents shall have the right to enter upon the Premises, to inspect the same, to perform janitorial and cleaning services and to make such repairs, alterations, improvements, or additions to the Premises or the Building as the Landlord may deem necessary or desirable, and the Landlord shall be allowed to take all material into and upon said Premises that may be required therefor without the same constituting an eviction of the Tenant in whole or in part and the Rent shall not abate (except as provided in Article 17) while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of the Tenant, or otherwise. If the Tenant shall not be personally present to open and permit an entry into said Premises, at any time, when for any reason an entry therein shall be necessary or permissible, the Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering the Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agents shall accord reasonable care to Tenant's property), and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon the Landlord any obligations, responsibility or liability whatsoever, for the care, supervision or repair of the Premises or any part thereof, other than as herein provided. The Landlord shall also have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to the Tenant therefor, to change the arrangements and/or location of entrances or passageways, doors and doorways, and corridors,

elevators, stairs, toilets or public parts of the Building, and to close entrances, doors, corridors, elevators or other facilities. The Landlord shall not be liable to the Tenant for any expense, injury, loss or damage resulting from work done in or upon, or the use of, any other rental space in the Building, or on any adjacent or nearby building, land, street, or alley.

7. CONDITION OF PREMISES

Tenant shall notify Landlord in writing within thirty (30) days after Tenant takes possession of the Premises of any defects in the Premises claimed by Tenant. Except for defects stated in such notice, Tenant shall be conclusively deemed to have accepted the Premises in the condition existing on the date Tenant first takes possession, and to have waived all claims relating to the condition of the Premises. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises or the Building and no representation regarding the condition of the Premises or the Building has been made by or on behalf of Landlord to Tenant, except as stated in this Lease or in the Workletter.

8. ASSIGNMENT AND SUBLETTING

A. Without the prior written consent of Landlord, Tenant may not sublease, assign, mortgage, pledge, hypothecate or otherwise transfer or permit the transfer of this Lease or the interest of Tenant in this Lease, in whole or in part, by operation of law or otherwise. If Tenant desires to enter into any sublease or assignment of the Lease, Tenant shall deliver written notice thereof to Landlord, together with financial and other information sufficient for Landlord to make an informed judgment with respect to such proposed subtenant or assignee and a copy of the proposed sublease or assignment agreement at least sixty (60) days prior to the commencement date of the term of the proposed sublease or assignment. In making its determination of whether to consent to any proposed sublease or assignment, Landlord may take into consideration the business, reputation and credit worthiness of the proposed subtenant or assignee; the intended use of the Premises by the proposed subtenant or assignee; the estimated pedestrian and vehicular traffic to and within the Building which would be generated by the proposed subtenant or assignee; and any other factors which Landlord shall deem relevant. The withholding or granting of any such consent to proposed sublease or assignment shall be at the sole discretion of Landlord. Any approved sublease or assignment shall be expressly subject to the terms and conditions of this Lease, and Tenant shall pay Landlord on the first day of each month during the term of the sublease, the excess of all rent and other consideration due from the subtenant or assignee for such month over that portion of the Monthly Base Rent and Rent Adjustments due under this Lease for said month which is allocable to the space sublet or assigned.

B. In the event Tenant desires to enter into a sublease of a portion of the Premises, in lieu of approving the proposed sublease, Landlord may elect instead to exclude the space proposed to be sublet by Tenant from the Premises covered by this Lease, effective as of the proposed commencement date of the sublease of said space by Tenant, and to enter into a direct lease of that space with the proposed subtenant. Landlord may exercise said option by giving Tenant written notice thereof within twenty (20) days after receipt by Landlord of Tenant's notice of the proposed sublease. In the event Landlord exercises said option, Tenant shall surrender possession of the proposed sublease space to Landlord on the effective date of exclusion of said space from the Premises covered by this Lease, and neither party hereto shall have any further rights or liabilities with respect to said space under this Lease. Effective as of the date of exclusion of any portion of the Premises covered by this Lease pursuant to this paragraph (i) the Monthly Base Rent specified in 1.01H shall be reduced in the same proportion as the number of square feet of rentable area contained in the portion of the Premises so excluded bears to the number of spare feet of rentable area contained in the Premises prior to such exclusion, and (ii) the rentable area of the Premises specified in 1.01I and Tenant's Proportionate Share specified in 1.01L shall be decreased in the same proportion that the Premises has been decreased, for all purposes under this Lease.

C. In the event of any approved sublease or assignment, Tenant shall not be released or discharged from any liability, whether past, present or future, under this Lease, including any renewal term of this Lease. For purposes of this Article 8, an assignment shall be deemed to include a change in the majority ownership or control of Tenant, if Tenant is a partnership or a corporation whose shares of stock are not traded publicly. If Landlord grants consent to such sublease or assignment, Tenant shall pay all of the attorney fees of Landlord incurred with respect to such assignment or sublease. In addition, if Tenant has any options to extend the term of this Lease, such options shall not be available to any subtenant or assignee, directly or indirectly.

D. Prior to approval of any sublease or assignment, Landlord shall have the right to require the Assignee to execute a written consent in a form provided by Landlord to perform all of the terms and conditions of this Lease.

9. MAINTENANCE

9.01 LANDLORD'S MAINTENANCE

Landlord shall maintain and make necessary repairs to, foundations, roofs, exterior walls, marquees, and the structural elements of the Building, and, except as otherwise provided herein, the electrical, plumbing, heating, ventilation and air-conditioning systems of the Building and the elevators, public corridors, washrooms and lobby of the Building, except that: (a) Landlord shall not be responsible for the maintenance or repair of any such systems which are located within the Premises and are supplemental or special to the Building's standard systems, whether installed pursuant to the Workletter or otherwise, or floor or wall coverings in the Premises; and (b) the cost of performing any of said maintenance or repairs caused by the negligence of Tenant, its employees, agents, servants, licensees, subtenants, contractors or invitees, shall be paid by Tenant, except to the extent of insurance proceeds, if any, actually collected by Landlord with regard to the damage necessitating such repairs. As used in this Section 9.01, the "exterior walls" do not include interior glass, windows, doors, window sashes or frames, doorframes or office fronts of the Premises.

9.02 TENANT'S MAINTENANCE

Tenant, at its expense, shall keep and maintain the Premises in good order, condition and repair in accordance with all applicable governmental and quasi-governmental requirements, ordinances and rules (including the Board of Fire Underwriters). Tenant shall promptly notify Landlord of needed repairs and Landlord shall, at Tenant's expense, repair all damages to the Premises and replace or repair all damaged or broken glass in the interior of the Premises, fixtures or appurtenances. If Tenant fails to perform its obligations set forth in this Section 9.02, Landlord may, in its sole discretion, perform the same, and Tenant shall pay upon demand, the cost therefor to the Landlord.

10. ALTERATIONS AND IMPROVEMENTS

10.01 TENANT'S ALTERATIONS

Tenant shall not, without the prior written consent of Landlord, make, or cause to be made, any alterations, improvements, additions, installations or decorations in or to the Premises. If Landlord so consents, before commencement of any such work or delivery of any materials into the Premises or the Building, Tenant shall furnish to Landlord for approval: architectural plans and specifications, names and addresses of all contractors and sub-contractors, copies of all contracts, affidavits from engineers acceptable to Landlord stating that the alterations will not in any way adversely affect the structural elements of the Building, or any mechanical, heating, ventilating, air-conditioning, and the

electrical systems in the Building, necessary permits and licenses, certificates of insurance and instruments of indemnification against any and all claims, costs, expenses, damages and liabilities which may arise in connection with such work, and such other documents requested by Landlord, all in such form and amount as may be satisfactory to Landlord. In addition, prior to commencement of any such work or delivery of any materials into the Premises, Tenant shall provide Landlord with appropriate evidence of Tenant's ability to pay for such work and materials in full, and if requested by Landlord, shall deposit with Landlord at such time such security for the payment of said work and materials as Landlord may require. Whether or not Tenant furnishes the foregoing, Tenant agrees to indemnify and hold Landlord, any mortgagee of the Building, the Manager and their respective partners, members, directors, officers, agents and employees, successors and assigns (hereinafter for convenience sometimes collectively referred to as the "Indemnitees") forever harmless against all claims and liabilities of every kind, nature and description which may arise out of or in any way be connected with such work. All such work shall be done only by contractors or mechanics approved by Landlord and at such time and in such manner as Landlord may from time to time designate. Tenant shall pay the cost of all such work and the cost of decorating the Premises occasioned thereby. Upon completion of such work, Tenant shall furnish Landlord with contractor's affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used in connection therewith. All such work shall be in accordance with all applicable legal, governmental and quasi-governmental requirements, ordinances and rules (including the Board of Fire Underwriters), and all requirements of applicable insurance companies. All such work shall be done in a good and workmanlike manner and with the use of commercially appropriate grades of materials. Tenant shall permit Landlord, if Landlord so desires, to supervise construction operations in connection with such work. In no event shall such supervision or right to supervise by Landlord nor shall any approvals given by Landlord under this Lease constitute any warranty by Landlord to Tenant of the adequacy of the design, workmanship or quality of such work or materials for Tenant's intended use or impose any liability upon Landlord in connection with the performance of such work. All alterations, improvements, temporary or permanent, additions and installations to or on the Premises, whether placed there by Landlord or Tenant, shall, unless Landlord requests their removal, become part of the Premises at the time of their installation and shall remain in the Premises at the expiration or termination of this Lease, or termination of Tenant's right of possession of the Premises, without compensation or credit to Tenant. Tenant shall, however, be considered the owner of such improvements for the Term of this Lease.

10.02 LIENS

Tenant shall not permit any lien or claim for lien of any mechanic, laborer, or supplier or any other lien to be filed against the Building, the real property upon which the Building is located (the "Land"), the Premises, or any part thereof arising out of work performed, or alleged to have been performed by, or at the direction of, or on behalf of Tenant. If any such lien is filed, Tenant immediately either shall have such lien or claim for lien released of record or shall deliver to Landlord either: (i) a bond in form, content, amount, and issued by surety, satisfactory to Landlord, indemnifying Landlord, the Indemnitees and others designed by Landlord against all costs and liabilities resulting from such lien or claim for lien and the foreclosure or attempted foreclosure thereof, or (ii) endorsements to the title policies of Landlord and Landlord's mortgagee, respectively. If Tenant fails to have such lien or claim for lien so released or to deliver such bond or title endorsement to Landlord, Landlord, without investigating the validity of such lien, may pay or discharge the same and Tenant shall reimburse Landlord upon demand for the amount so paid by Landlord, including Landlord's expenses and attorneys' fees.

11. HAZARDOUS MATERIALS

To the fullest extent permitted by law, Tenant agrees to promptly indemnify, protect, defend and hold harmless Indemnitees from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs) which arise or result from the presence of Hazardous Materials (as defined below) on, in, under or about the Premises or any other portion of the Land and which presence was caused or permitted by Tenant, their agents, employees, subtenants, assignees, licensees, contractors or invitees (collectively, "Tenant's Parties"). As used in this Lease, the term "Hazardous Materials" shall mean and include any hazardous, toxic or regulated materials, substances or wastes as now or hereafter designated under any law, statute, ordinance, rule, regulation, order or ruling of any agency of the State of Iowa, the United States Government or any local governmental authority, including, without limitation, asbestos, petroleum, petroleum hydrocarbons and petroleum based products, urea formaldehyde foam insulation, polychlorinated biphenyls ("PCBs"), and Freon and other chlorofluorocarbons.

Tenant shall not conduct any activities involving Hazardous Materials on the Land or in the Premises, including, but not limited to, a. installing any underground storage tanks; b. taking any action that would subject the Land to the permit requirements under Resource, Conservation and Recovery Act for storage, treatment or disposal of Hazardous Materials, c. disposing of Hazardous Materials, d. discharging Hazardous Materials into drains or sewers, or e. causing or allowing the release of any Hazardous Materials on, to or from the Premises, the Building or the Land;

In the event that Tenant shall fail to comply with any of their obligations under this Article 11 as and when required hereunder or by Landlord and after giving Tenant prior written notice and a reasonable opportunity to cure the same, Landlord shall have the right (but not the obligation) to take such action as is required, in Landlord's sole discretion, to be taken by Tenant hereunder and in such event, Tenant shall be liable and responsible to Landlord for all costs, expenses, liabilities, claims and other obligations paid, suffered, or incurred by Landlord in connection with such matters. Tenant shall reimburse Landlord immediately upon demand for all such amounts for which Tenant is liable. The provisions of this Article 11 shall survive the expiration or earlier termination of this Lease.

12. WAIVER OF CLAIMS AND INDEMNITY

12.01 WAIVER OF CLAIMS

To the extent permitted by law, the Tenant releases the Indemnitees from, and waives all claims for, damage to person or property sustained by the Tenant, or Tenant Parties or any occupant of the Building or Premises resulting from the Building or Premises or any part of either or any equipment or appurtenance becoming out of repair, or resulting from any accident in or about the Building, or resulting directly or indirectly from any act or neglect of any tenant or occupant of the Building or of any other person, including Landlord's agents and employees. This Section 12.01 shall apply especially, but not exclusively, to the flooding of basements or other subsurface areas, and to damage caused by refrigerators, sprinkling devices, air-conditioning apparatus, water, snow, frost, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes or plumbing fixtures, and shall apply equally whether any such damage results from the act or neglect of the Landlord or of other tenants, occupants or servants in the Building or of any other person, and whether such damage be caused or result from any thing or circumstances above mentioned or referred to, or any other thing or circumstances whether of a like nature or of a wholly different nature. If any such damage, whether to the Premises or to the Building or any part thereof, or

whether to the Landlord or to other tenants in the Building, results from any act or neglect of the Tenant Parties, the Tenant shall be liable therefor and the Landlord may, at the Landlord's option, repair such damage and the Tenant shall, upon demand by Landlord, reimburse the Landlord immediately for the total cost of such repairs. The Tenant shall not be liable for any damage caused by its acts or neglect if the Landlord or other injured party has recovered the full amount of the damage from insurance and the insurance company has waived its right of subrogation against the Tenant.

12.02 INDEMNITY; ATTORNEYS' FEES AND COSTS

Tenant agrees to pay upon demand for, and to indemnify and hold the Indemnitees harmless against, any and all claims, demands, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from Tenant's occupation of the Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease or the Workletter, or from any act or negligence of the Tenant Parties, in or about the Building. In case of any action or proceeding brought against the Indemnitees by reason of any such claim, upon notice from Landlord, Tenant covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

13. EVENTS OF DEFAULT

The occurrence of any of the following shall constitute an event of default hereunder:

(a) Any portion of the Rent payable under this Lease or any other sum of money due hereunder is not paid when due.

(b) The Premises is deserted, vacated or not used as regularly or consistently as would normally be expected for similar premises used for the Permitted Use as set forth in this Lease, even though Tenant continues to pay the stipulated Rent, and such condition is not corrected within fifteen (15) days after Tenant's receipt of written notice thereof from Landlord to Tenant; provided, however, that Landlord shall not be required to provide Tenant with the notice and fifteen (15) day cure period set forth in this subparagraph more than once during the Term of this Lease, and the second, and each subsequent occurrence of such condition, shall immediately constitute an event of default hereunder.

(c) Tenant or any guarantor of this Lease files any petition for debt relief under any section or chapter of the national or federal bankruptcy code or any other applicable federal or state bankruptcy, insolvency or other similar act.

(d) Any petition is filed against Tenant under any section or chapter of the national or federal bankruptcy code or any other applicable federal or state bankruptcy, insolvency or other similar act, and such petition is not dismissed within sixty (60) days after the date of such filing.

(e) Tenant or any guarantor of this Lease shall become insolvent or transfer property to defraud creditors or there shall be a material adverse change in the net worth or credit rating of Tenant or any guarantor.

(f) Tenant or any guarantor of this Lease makes material misrepresentations to Landlord prior to or contemporaneously with the execution of this Lease.

(g) Tenant or any guarantor of this Lease shall make an assignment for the benefit of creditors.

(h) A receiver is appointed for any of the assets of Tenant or any guarantor of the Lease, and such receiver is not removed within sixty (60) days after Tenant's receipt of notice from Landlord to effect such removal.

(i) A lien is filed against the Premises, Building or Land, or Landlord's estate therein, by reason of any work, labor, services or materials performed or furnished, or alleged to have been performed or furnished, to Tenant or anyone holding the Premises by, through or under Tenant, and Tenant fails to cause the same to be vacated and canceled of record, or bonded off in a manner reasonably acceptable to the Landlord, within twenty (20) days after the filing date thereof.

(j) Tenant fails to observe, perform and keep each and every one of the covenants, agreements, provisions, stipulations and conditions contained in this Lease to be observed, performed and kept by Tenant, including without limitation the Building rules and regulations as promulgated from time to time, Tenant persists in such failure for fifteen (15) days after receipt of written notice by Landlord requiring that Tenant correct such failure; provided, that in the event any such failure is not reasonably susceptible of cure within such fifteen (15) day period, Tenant shall have a reasonable time to cure such failure, provided Tenant commences cure as soon as is reasonably possible, and prosecutes such cure diligently to completion.

14. LANDLORD REMEDIES

Upon the occurrence of an event of default by Tenant, Landlord shall have the option to do and perform any one or more of the following, to the fullest extent permitted by applicable law:

(a) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. If Tenant shall fail to do so, Landlord may, without notice and prejudice to any other remedy available, enter and take possession of the Premises and remove Tenant, or anyone occupying the Premises, and their effects without being liable to prosecution or any claim for damages. In the event of termination of this Lease, Tenant shall be responsible to Landlord for (i) all payments due under this Lease prior to the date of termination and (ii) all costs incurred by Landlord in connection with such termination.

(b) Landlord may correct such default, and Tenant shall reimburse Landlord, upon demand, for the cost incurred by Landlord in curing such default, plus interest at the highest rate permitted by applicable law from the date of demand until payment is received by Landlord.

(c) Landlord may terminate Tenant's right of possession of the Premises without terminating this Lease and, if Landlord so elects, accelerate the payment of all rentals and other payments that may become due hereunder during the balance of the Term of the Lease. Landlord may enter upon and take possession of the Premises as agent of Tenant without terminating this Lease (termination of this Lease shall only occur by written notice of such termination from Landlord to Tenant) and without being liable to prosecution or any claim for damages. Landlord may elect to relet the Premises, but shall have no obligation to do so. In the event that Landlord elects to relet the Premises, Landlord may make any reasonable alterations or refurbish the Premises, or both, or change the character or use of the Premises. Landlord may relet all or any portion of the Premises, alone or in conjunction with other portions of the Building, for a term longer or shorter than the Term of this Lease, at a rental rate below or above that provided in this Lease, and upon such other terms (including the granting of concessions) as Landlord solely determines to be acceptable. If Landlord elects to reenter and relet all or any portion of the Premises, Landlord shall apply the rent so collected as follows:

(i) first, to any amount due under the Lease other than Monthly Base Rent and Rent Adjustments;

(ii) second, to the payment of costs and expenses of such reletting;

(iii) third, to the payment of Monthly Base Rent and Rent Adjustments then due and owing by Tenant;

(iv) fourth, the residue shall be held and applied to (a) Monthly Base Rent, Rent Adjustment and all other amounts remaining due under the Lease through the remaining Term of this Lease.

No such reentry or taking possession of the Premises shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Landlord, however, shall have no duty to relet the Premises, and Landlord's failure to do so shall not release Tenant's liability for Rent or damages. Tenant shall remain fully liable to Landlord for the deficiency between any rent collected as a result of reletting and the Rent and other sums that are owed from Tenant to Landlord under this Lease. Landlord shall have the right to lease any other available space in the Building before reletting or attempting to relet the Premises.

(d) In addition to all other sums that are owed by Tenant to Landlord under this Lease, upon such event of default, Tenant shall become liable for any costs incurred by Landlord under this Lease for the completion of any improvements to the Premises, and any real estate commissions paid by Landlord under this Lease (collectively, the "Landlord's Costs"), to the extent set forth in this paragraph. The entire amount of the Landlord's Costs shall be amortized evenly over the Lease Term, and so long as Tenant does not default in their obligations under this Lease, and fail to cure such default within the applicable period of cure, if any, provided under this Lease, then Tenant shall have no liability to Landlord for the repayment of any portion of the Landlord's Costs. However, in the event that Tenant shall default in their obligations under this Lease, and Tenant shall fail to cure such default within the applicable period of cure, if any, provided under this Lease, then in addition to all of Landlord's other remedies available under this Lease, Tenant shall also be liable to Landlord for the portion of the Landlord's Costs that remains amortized but unpaid between the date of such default and the expiration of the Term of this Lease.

~~(e) Draw on the Security Deposit delivered by Tenant hereunder and apply such amounts against amounts due from Tenant hereunder.~~

(f) It is expressly agreed that in the event of default by Tenant hereunder, Landlord shall have a lien upon all goods, chattels, or personal property of any description belonging to Tenant which are placed in, or become part of the Premises, as security for Rent due and to become due for the remainder of the Lease term, which lien shall not be in lieu of or any way affect any statutory Landlord's lien given by law, which shall be cumulative thereof; and Tenant hereby grants the Landlord security interest in all such personal property placed in the Premises for such purposes. This shall not prevent the sale by Tenant of any merchandise in the ordinary course of business free of such lien to Landlord. In the event Landlord exercises the option to terminate Lease, and to re-enter and re-let the Premises as otherwise provided in this Article 14, the Landlord may take possession of all of Tenant's property on the Premises and sell the same at public or private sale after giving Tenant written notice to the time and place of any public sale or of the time and place after which any private sale is to be made, for such prices and terms as the Landlord deems best. The proceeds of such sales shall be applied first to necessary and proper expenses of removing, storing and selling such property and then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Tenant.

(g) The above-stated remedies of Landlord are to be in addition to, and not in lieu of, any other rights and remedies provided Landlord either at law or in equity. No delay in enforcing the provisions of the Lease shall be deemed to constitute a waiver of such default by Landlord, and the

pursuit by Landlord of one or more remedies shall not be deemed to constitute an election against other remedies.

15. SURRENDER OF PREMISES

Upon expiration or termination of this Lease or termination of Tenant's right of possession of the Premises, or any part thereof, Tenant shall surrender and vacate the Premises immediately and deliver possession thereof to Landlord in a clean, good and tenantable condition, ordinary wear and tear excepted. Upon any termination which occurs other than by reason of Tenant's default, Tenant shall be entitled to remove from the Premises all movable personal property of Tenant, provided Tenant immediately shall repair all damage resulting from such removal and shall restore the Premises to the condition of the Premises on the Commencement Date, commercially reasonable wear and tear excepted. In the event possession of the Premises is not immediately delivered to Landlord or if Tenant shall fail to remove all of Tenant's movable personal property, as aforesaid, Landlord may remove any of such property therefrom without liability to Tenant. All movable personal property which may be removed from the Premises by Landlord shall be conclusively presumed to have been abandoned by Tenant and title thereto shall pass to Landlord without any cost or credit therefor and Landlord may at its option and at Tenant's expense, store and/or dispose of such property.

16. HOLDING OVER

Tenant shall pay Landlord double the Monthly Base Rent, plus Landlord's estimate of the Rent Adjustments then applicable for each month or portion thereof that Tenant retains possession of the Premises, or any portion thereof, after the expiration or termination of this Lease, and also shall pay all damages sustained by Landlord, consequential as well as direct, by reason of such retention of possession. The provisions of this Article shall not constitute a waiver by Landlord of any re-entry rights of Landlord hereinbefore or by law provided. If Tenant retains possession of the Premises, or any part thereof, for thirty (30) days after the expiration or termination of this Lease, then, at the sole option of Landlord expressed by written notice to Tenant, but not otherwise, such holding over shall constitute a renewal of this Lease for a period of one (1) year on the same terms and conditions as provided in this Lease, including without limitation, the Rent Adjustment.

17. DAMAGE BY FIRE OR OTHER CASUALTY

17.01 SUBSTANTIAL UNTENANTABILITY

If the Building or the Premises are made substantially un-tenantable by fire or other casualty, Landlord may elect either to: (a) terminate this Lease as of the date of the fire or other casualty by giving Tenant written notice thereof within ninety (90) days after said date; or (b) proceed to repair or restore the Building or the Premises, other than leasehold improvements and personal property paid for or installed by Tenant, and this Lease shall remain in full force and effect.

If Landlord elects to proceed pursuant to subsection (b) above, Landlord shall notify Tenant thereof within ninety (90) days after the date of such fire or other casualty, which notice shall contain Landlord's reasonable estimate of the time required to substantially complete such repair or restoration. In the event such estimate indicates that the time so required will exceed 180 days from the date of the casualty, then Tenant shall have the right to terminate this Lease as of the date of such casualty by giving written notice thereof to Landlord not later than twenty (20) days after the date of Landlord's notice. If Landlord's estimate indicates that the repair or restoration can be substantially completed within 180 days, or if Tenant fails to exercise its right to terminate this Lease, as aforesaid, this Lease shall remain in force and effect.

17.02 INSUBSTANTIAL UNTENANTABILITY

If the Premises or the Building are damaged by fire or other casualty but neither is rendered substantially un-tenantable, then Landlord shall proceed to repair and restore the Building or the Premises, other than the leasehold improvements and personal property paid for or installed by Tenant, unless such damage occurs during the last twelve (12) months of the Term, in which event Landlord shall have the right to terminate this Lease as of the date of such fire or other casualty by giving written notice thereof to Tenant within thirty (30) days after the date of such fire or other casualty.

17.03 RENT ABATEMENT

Except for the negligence or willful act of Tenant or its agents, employees, contractors or invitees, if all or any part of the Premises are rendered substantially un-tenantable by fire or other casualty and this Lease is not terminated, Monthly Base Rent and Rent Adjustments shall abate for that part of the Premises which is un-tenantable on a per diem basis from the date of the fire or other casualty until Landlord has substantially completed the repair and restoration work in the Premises which it is required to perform, provided, that as a result of such fire or other casualty, Tenant does not occupy the portion of the Premises which is un-tenantable during such period.

18. EMINENT DOMAIN

18.01 TAKING OF WHOLE OR SUBSTANTIAL PART

In the event the whole or any substantial part of the Land, Building or the Premises is taken or condemned by any competent authority for any public use or purpose (including a deed given in lieu of condemnation), this Lease shall terminate as of the date title vests in such authority, and Monthly Base Rent and Rent Adjustments shall be apportioned as of said date.

18.02 TAKING OF PART

In the event a part of the Building or the Premises is taken or condemned by any competent authority for any public use or purpose (including a deed given in lieu of condemnation) and this Lease is not terminated pursuant to 17.01, the Lease shall be amended to reduce the Monthly Base Rent in the same ratio as the number of square feet of rentable area in the Premises so taken or condemned bears to the number of square feet of rental area then leased by Tenant and to adjust Tenant's Proportionate Share to reflect its percentage of rentable area in the Building compared to the total rentable area remaining after such taking or condemnation. Landlord, upon receipt and to the extent of the award in condemnation or proceeds of sale, shall make necessary repairs and restorations (exclusive of Tenant's leasehold improvements and personal property paid for or installed by Tenant) to restore the Premises remaining to as near its former condition as circumstances will permit, and to the Building to the extent necessary to constitute the portion of the Building not so taken or condemned as a complete architectural unit. In the event of a partial taking or condemnation of the Premises and/or the Building as herein described, the rentable area of the Premises then leased by Tenant and/or the rentable area of the Building as specified in this Lease, respectively, shall be reduced for all purposes under this Lease by the number of square feet of rentable area of the Premises, and/or the Building, respectively, so taken or condemned. Notwithstanding the foregoing, if as a result of any taking including a governmental order that the grade of any street or alley adjacent to the Building is to be changed and such taking or change of grade makes it necessary or desirable to substantially remodel or restore the Building, Landlord shall have the right to terminate this Lease upon ninety (90) days prior written notice.

18.03 COMPENSATION

Landlord shall be entitled to receive the entire price or award from any such sale, taking or condemnation without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award; provided, however, Tenant shall have the right separately to pursue against the condemning authority an award in respect of the loss, if any, to leasehold improvements paid for by Tenant without any credit or allowance from Landlord or deduction from Landlord's award.

19. TENANT'S INSURANCE

Tenant agrees that all personal property brought into the Premises shall be at the risk of the Tenant only and that the Landlord shall not be liable for the loss thereof or any damages thereto occasioned from any act of Landlord or other occupants or users of the Building or any other person.

19.01 Types of Insurance. Tenant, at Tenant's expense, agrees to maintain in force during the Term: (1) Comprehensive General Liability Insurance on an occurrence basis with minimum limits of liability in an amount of \$1,000,000 for bodily injury, personal injury or death to any one person and \$2,000,000 for bodily injury, personal injury or death to more than one person and \$1,000,000 with respect to damage to property, including water and sprinkler damage; and (2) Fire Insurance, with extended coverage, vandalism and malicious mischief endorsements, in an amount adequate to cover the full replacement value of all leasehold improvements and all fixtures, contents and wall and floor coverings in the Premises.

Tenant shall also purchase and maintain such insurance as will protect them from claims set forth below which may arise out of or result from their operations under this Lease, whether such operations be by themselves, by any subtenant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) claims under workers compensation, disability benefit, and other similar employee acts;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of their employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (a) by any person as a result of any offense directly or indirectly related to the employment of such person by Tenant, or (b) by any other person;
- (5) claims for damages because of injury to or destruction of tangible property, including loss of use thereof; and
- (6) claims for damages because of bodily injury or property damage arising out of the ownership, maintenance, use, loading or unloading of any motor vehicle.

The insurance required by this Article, except for statutory Workers Compensation, shall include Landlord and the Manager as additional insured with respect to operations performed under this Lease.

Tenant shall maintain in full force and effect during the Term of this Lease (including any period prior to the beginning of the term during which Tenant has taken possession and including also

any period of extension of the Term in which Tenant obtains possession), special causes of loss coverage insurance, commonly known as all risk coverage, covering all of Tenant's property in, on or about the Premises. The property insurance shall provide that it is specific and non-contributory and shall contain a replacement cost endorsement.

The insurance companies providing coverage required of Tenant under this Article 19 shall be reasonably acceptable to the Landlord, shall be licensed to do business in the State of Iowa, and shall either (i) have an S&P rating of at least BBB together with \$25 million in policyholders' surplus, (ii) have an A.M. Best's rating of A- or better together with at least \$50 million in policyholders' surplus, or (iii) be another insurance carrier as previously approved in writing by Landlord. In the event Tenant shall fail to procure such insurance, Landlord may at its option after giving Tenant no less than ten (10) days prior written notice of its election to do so, procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as additional Rent upon receipt by Tenant of invoices therefor.

19.02 Insurance Limits. Minimum limits of liability for the policies required of Tenant under Paragraph 19 shall be:

(i) Workers Compensation and Employers Liability

Coverage A - Statutory
Coverage B - \$1,000,000

(ii) Commercial General Liability (occurrence form)

Per Occurrence - \$1,000,000
General Aggregate - \$2,000,000
Products Aggregate - \$2,000,000

Coverage must be endorsed to include a "Per Project" or "Per Location" Aggregate.

(iii) Umbrella Liability

\$3,000,000.

19.03 Certificates. Tenant shall deliver to Landlord, certificates of insurance of all policies and renewals therefor to be maintained by Tenant hereunder, not less than fifteen (15) days prior to the Commencement Date and not less than fifteen (15) days prior to the expiration date of each policy. Tenant shall, prior to commencement of the Lease Term and at Landlord's request from time to time thereafter, provide Landlord with current certificates of insurance evidencing Tenant's compliance with this Article 19. Tenant shall obtain the agreement of Tenant's insurers: (i) to notify Landlord that a policy is due to expire at least thirty (30) days prior to such expiration, and the certificates of insurance shall provide that Tenant's insurance coverage may not be changed, reduced or canceled without at least thirty (30) days prior written notice to Landlord; (ii) an express waiver of any right of subrogation by the insurance company against the Indemnitees; and (iii) that the policy shall not be invalidated should the insured waive, in writing prior to loss, any or all rights of recovery against any other party for losses covered by such policies.

19.04 Waiver of Subrogation. Tenant shall include in all policies of all risks, fire, extended coverage, business interruption and other property insurance obtained by Tenant covering the Premises and contents therein, a waiver by the insurer of all right of subrogation against Indemnitees in connection with any loss or damage thereby insured against. To the full extent permitted by law, Tenant waives

all right of recovery against Indemnitees for, and agrees to release Indemnitees from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect covering Tenant at the time of such loss or damage or would be covered by the insurance required to be maintained under this Lease by Tenant, or is covered by the insurance of any other tenant of the Building. If the release of Landlord, as set forth in the immediately preceding sentence, should contravene any law with respect to exculpatory agreements, the liability of Landlord shall be deemed not released but shall be secondary to the liability of Tenant's insurer.

20. RULES AND REGULATIONS

A. Tenant agrees for itself and for its subtenants, employees, agents and invitees to comply with the following rules and regulations for the Building as modified and supplemented from time to time: **(1)** Any sign, lettering, picture, notice or advertisement installed within the Premises which is visible from the public corridors within the Building shall be installed in such manner and be of such character and style as Landlord shall approve in writing. No sign, lettering, picture, notice or advertisement shall be placed on an outside window or in a position to be visible from outside the Building; **(2)** Tenant shall not use the name of the Building for any purpose other than Tenant's business address, and Tenant shall not use the name of the Building for Tenant's business address after Tenant vacates the Premises; **(3)** Tenant shall not do, or permit to be done, any act or thing upon the Premises which will be in conflict with fire insurance policies covering the Building of which the Premises form a part. Tenant, at its sole expense shall comply with all rules, regulations or requirements of the Inspection Services Department of Sioux City, (or applicable Iowa Agency), or any other similar body and shall not do, or permit anything to be done upon said Premises, or bring or keep anything thereon in violation of rules, regulations or requirements of the Fire Department Inspection Services Department of Sioux City, Fire Insurance Rating Organization or other authority having jurisdiction and then only in such quantity and manner of storage as not to increase the rate of fire insurance applicable to the Building. In any event, any article which is explosive or inherently dangerous is not allowed in the Building; **(4)** Tenant shall not use any picture or likeness of the Building in any circulars, notices, advertisements or correspondence; **(5)** Tenant shall not represent itself as being associated with any company or corporation by which the Building may be known or named; **(6)** No animals, except seeing eye dogs, pets, bicycles or other vehicles shall be brought or permitted to be in the Building or the Premises; **(7)** Room to room canvasses to solicit business from other tenants of the Building are not permitted; **(8)** Tenant shall not waste electricity, water or air-conditioning and shall cooperate fully with Landlord to assure the most effective and efficient operation of the Building's heating and air-conditioning systems. All controls shall be adjusted only by authorized Building personnel; Tenant shall lower and adjust the venetian blinds on the windows in the Premises, if such lowering and adjustment reduces the sun load; **(9)** No locks or similar devices shall be attached to any door except by Landlord and Landlord shall have the right to retain a key to all such locks; **(10)** Tenant assumes full responsibility of protecting the Premises from theft, robbery and pilferage. All corridor doors shall remain closed at all times. If Tenant desires telegraphic, telephones, burglar alarms or other electronic mechanical devices, the Landlord will, upon request, direct where and how connections and all wiring for such services shall be introduced and run. Without such directions, no boring, cutting or installing of wires or cables is permitted; **(11)** Only machinery or mechanical devices of a nature directly related to Tenant's ordinary use of the Premises shall be installed, placed or used in the Premises, and the installation and use of all such machinery and mechanical devices is subject to the other rules contained in this Section A and the other portions of this Lease; **(12)** Except with the prior approval of Landlord, all cleaning, repairing, janitorial, decorating, painting or other services and work in and about the Premise shall be done only by authorized Building personnel; **(13)** Safes, furniture, equipment, machines, and other large or bulky articles shall be brought to the Building and into and out of the Premises at such times and in such manner as the Landlord shall direct (including the designation of elevator) and at Tenant's sole risk and cost. Prior to Tenant's removal of any such articles from the Building, Tenant shall obtain written

authorization at the office of the Building and shall present such authorization to a designated employee of Landlord; (14) Tenant shall ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electric wiring of the Building and the Premises and the needs of other tenants, and shall not use more than such safe capacity. Landlord's consent to the installation of electrical equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity; (15) To the extent permitted by law, Tenant shall not permit picketing or other union activity or distribution of written materials involving its employees in the Building, except in those locations and subject to time and other limitations as to which Landlord may give prior written consent; (16) Tenant shall not cook, or otherwise prepare or sell any food or beverage in or from the Premises or use the Premises for housing accommodations or lodging or sleeping purposes; (17) Tenant shall not permit the use of any apparatus for sound production or transmission in such manner that the sound so transmitted or produced shall be audible, or vibrations therefrom, shall be detectable beyond the Premises; nor permit objectionable odors or vapors to emanate from the Premises; (18) Tenant shall not place a load upon any floor of the Premises exceeding the floor capacity for which such floor was designed or allowed by law to carry; and (19) No floor covering shall be affixed to any floor in the Premises by mean of glue or other adhesive without Landlord's prior written consent.

B. Landlord shall not be responsible for any violation of the foregoing rules and regulations by other tenants or users of the Building and shall have no obligation to enforce the same against other tenants or users.

C. In addition to all other liabilities, rights and remedies for breach of any covenant of this Article 20, the Tenant shall pay to the Landlord all damages caused by such breach and shall also pay to the Landlord as additional Rent an amount equal to any increase in insurance premium or premiums caused by such breach. Any violation of this Article 20 may be restrained by injunction. The Tenant shall be liable to the Landlord for all damages resulting from violation of any of the provisions of this Article 20. Nothing in this Lease shall be construed to impose upon the Landlord any duty or obligation to enforce provisions of this Article 20 or any rules and regulations hereafter adopted, or the terms, covenants, or conditions of any other lease as against any other tenant, and the Landlord shall not be liable to the Tenant for violation of the same by any other Building user or tenant, or their servants, employees, agents, visitors or licensees.

21. LANDLORD'S RIGHTS

Landlord shall have the following rights exercisable without notice (except as expressly provided to the contrary in this Lease), without liability to Tenant for damage or injury to persons, property or business and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff or abatement of Rent; (1) To change the Building's name or street address upon thirty (30) days' prior written notice to Tenant; (2) To install, affix and maintain all signs on the exterior and/or interior of the Building; (3) To designate and/or approve prior to installation, all types of signs, window shades, blinds, drapes, awnings or other similar items, and all internal lighting that may be visible from the exterior of the Premises; (4) To display the Premises to prospective tenants at reasonable hours during the last twelve (12) months of the Term; (5) To grant to any party the exclusive right to conduct any business or render any service in or to the Building, provided such exclusive right shall not operate to prohibit Tenant from using the Premises for the Permitted Use hereunder; (6) To designate the placement of vending or dispensing machines of any kind in or about the Premises; (7) To designate all sources furnishing sign painting and lettering, ice, drinking water, towels, coffee cart service and toilet supplies used on the Premises; (8) To have access for Landlord and other tenants of the Building to any mail chutes and boxes located in or on the Premises according to the rules of the United States Post Office; (9) To close the Building after normal business hours, except that Tenant and its employees and invitees shall be entitled to

admission at all times, under such regulations as Landlord prescribes for security purposes; (10) to restrict access to portions of the Building for any reason, including without limitation, special events.

22. ESTOPPEL CERTIFICATE

Within ten (10) days after request therefor by Landlord or any mortgagee, or prospective mortgagee, Tenant agrees to deliver to Landlord or prospective owner or mortgagee, or prospective mortgagee an Estoppel Certificate in recordable form, binding upon Tenant, wherein Tenant shall certify and agree that: (a) The Lease is in full force and effect, and indicate what the commencement date of the Lease is; (b) Tenant has no offsets or defenses to its performance of the terms and conditions of this Lease, including the payment of Rent, if such be the case, or if there are any such defenses or offsets, specifying the same; (c) Tenant is in the possession of the Premises; (d) Tenant will not pay Rent more than one (1) month in advance to the Landlord; (e) Tenant will not look to any mortgagee for any security deposits paid to Landlord hereunder unless such deposits have been received in cash by such mortgagee; (f) If an assignment of rents or leases has been served upon the Tenant by a mortgagee or prospective mortgagee, acknowledging receipt thereof and agreeing to be bound by the provisions thereof; (g) Tenant will give to the first mortgagee copies of all notices required or permitted to be given by Tenant to Landlord; and (h) Any other reasonable requirements of Landlord or mortgagee.

23. RELOCATION OF TENANT

At any time after the date of this Lease, Landlord may substitute for the Premises, other premises in the Building (the "New Premises"), in which event the New Premises shall be deemed to be the Premises for all purposes under this Lease, provided; the New Premises shall be substantially similar to the Premises in area, location and configuration; if Tenant is then occupying the Premises, Landlord shall pay the actual and reasonable expenses of physically moving Tenant, its property and equipment to the New Premises; Landlord shall give Tenant not less than thirty (30) days' prior written notice of such substitution; and Landlord, at its expense, shall improve the New Premises with improvements substantially similar to those in the Premises at the time of such substitution, if the Premises are then improved, or if not then improved, Landlord at its expense, shall improve the New Premises in accordance with the Workletter.

~~24. RENT ADJUSTMENT AND PAYMENTS~~

~~24.01 DEFINITIONS~~

~~For the purpose of this Article 24, the following words and phrases shall have the following meanings:~~

~~A. "Base Year", as used herein, shall be the calendar year in which the term of this Lease commences.~~

~~B. "Rent Adjustment" or "Rent Adjustments" means any amount owed by Tenant resulting from increases in Operating Expenses or Taxes, as hereinafter defined. The Rent Adjustments shall be determined under Section 24.02 and shall be paid in addition to Monthly Base Rent as provided in Section 24.04.~~

~~C. "Adjustment Year" means the calendar year, or any portion thereof, after the Commencement Date of this Lease for which a Rent Adjustment computation is being made.~~

D.—~~“Rent Adjustment Deposit” shall be equal to the Rent Adjustment attributable to each month within the latest Adjustment Year for which the Rent Adjustment has been determined.~~

E.—~~“Operating Expenses” shall mean all costs, expenses and disbursements of every kind and nature which Landlord shall pay, or become obligated to pay, in connection with the management, operation, maintenance, replacement and repair of the Real Property (as hereinafter defined) and of the personal property, fixtures, machinery, equipment, systems and apparatus located in, or used in connection with, the Real Property, including without limitation, insurance and utility expenses except as hereinafter provided and current amortization of capital improvements reasonably necessary for the operation and maintenance of the Building. Operating Expenses shall not include the following: costs of improvement of the Premises and the premises of other tenants of the Building; charges for depreciation of the Building, interest and principal payments on mortgages, ground rental payments, real estate brokerage and leasing commissions; expenses incurred in enforcing obligations of other tenants of the Building; salaries and other compensation of executive officers of the Manager senior to the individual building manager; any expenditures for which Landlord has been reimbursed (other than pursuant to rent adjustment and escalation provisions provided in leases); and capital improvements to the Building (except as provided above). If any Real Property expense, though paid in one year, relates to more than one calendar year, at the option of the Landlord, such expense may be proportionately allocated among such calendar years.~~

F.—~~“Taxes” shall mean all federal, state and local governmental taxes, assessments and charges (including transit or transit district taxes or assessments), of every kind or nature, whether general, special, ordinary or extraordinary, which Landlord shall pay or become obligated to pay because of, or in connection with, the ownership, leasing, management, control or operation of the Real Property, or of the personal property, fixture, machinery, equipment, systems and apparatus located therein or used in connection therewith (including any rental or similar taxes levied in lieu of or in addition to general real and/or personal property taxes). For purposes hereof, Taxes for any year shall be Taxes which are due for payment or paid in that year, rather than Taxes which are assessed or become a lien during such year. There shall be included in Taxes for any year the amount of all fees, costs and expenses (including reasonable attorneys’ fees) paid by Landlord during such year in seeking or obtaining any refund or reduction of Taxes. Taxes in any year shall be reduced by the net amount of any tax refund received by Landlord during such year. If a special assessment payable in installments is levied against the Real property, Taxes for any year shall include only the installment of such assessment and any interest payable or paid during such year. Taxes shall not include any federal or state inheritance, general income, gift or estate taxes, except that if a change occurs in the method of taxation resulting in whole or in part in the substitution of any such taxes, or any other assessment, for any Taxes as above defined, such substituted taxes or assessments shall be included in the Taxes.~~

G.—~~“Rentable Area of the Premises” as set forth in 1.0I is determined as follows: (1) if this Lease is for an entire office floor, it is the area of the entire floor measured from the interior face of the window wall (except public stairs, elevator shafts, flues, stacks, pipe shafts, vertical ducts), or (2) if this Lease is for less than an entire office floor, it is the area measured from the interior face of the window wall to the center line of corridor or other permanent separating partitions plus a proportionate share of Building public areas (including corridors, toilets, elevator lobby) located on the floor housing the Premises. In either case, no deduction is made for columns or Building projections.~~

H.—~~“Rentable Area of the Building” is 180,975 square feet which is the sum of rentable areas on all office floors.~~

~~I. —“Real Property” means the Building, the Land which means and includes the parcels which are owned and/or leased by or for Landlord and which are used in connection with the ownership, management or operation of the Building and the personal property used in conjunction with both.~~

~~24.02 — RENT ADJUSTMENTS~~

~~Tenant shall pay to Landlord, as provided in Sections 24.03 and 24.04 below, Rent Adjustments during the Lease Term as follows:~~

~~A. — Tenant shall pay its prorata share of any increase in Landlord’s Operating Expense over the base year.~~

~~B. — Tenant shall pay its prorata share of any increase in Landlord’s Property Taxes over the base year.~~

~~24.03 — PAYMENT OF RENT ADJUSTMENT DEPOSIT~~

~~In order to provide for current payments on account of an increase in the Taxes and Operating Expenses over the Base Year, the Tenant agrees, at Landlord’s request, to pay, as additional rent, the Rent Adjustment Deposit due for the ensuing twelve (12) months, as estimated by Landlord from time to time, in twelve (12) monthly installments, each in an amount equal to 1/12th of Tenant’s Proportionate Share so estimated by Landlord commencing on the first day of the calendar year following the calendar year in which the Lease commences. If, as finally determined, Tenant’s Proportionate Share shall be greater than or be less than the aggregate of all installments so paid on account to the Landlord for such twelve (12) month period, then Tenant shall pay to Landlord the amount of such underpayment, or the Landlord shall credit Tenant’s Proportionate Share so estimated by Landlord commencing on the first day of the calendar year following the calendar year in which the Lease commences. If, as finally determined, Tenant’s Proportionate Share shall be greater than or be less than the aggregate of all installments so paid on account to the Landlord for such twelve (12) month period, then Tenant shall pay to Landlord the amount of such underpayment, or the Landlord shall credit Tenant for the amount of such overpayment, as the case may be. It is the intention hereunder to estimate the amount of Taxes and Operating Expenses for each year and then to adjust such estimate in the following year based on actual Taxes and Operating Expenses incurred and/or paid by Landlord. The obligation of the Tenant with respect to the payment of Rent shall survive the termination of this Lease. Any payment, refund, or credit made pursuant to this Paragraph 22.03 shall be made without prejudice to any right of the Tenant to dispute, or of the Landlord to correct, any item(s) as billed, pursuant to the provisions hereof.~~

~~24.04 — STATEMENT OF LANDLORD~~

~~As soon as feasible after the expiration of each calendar year of this Lease, Landlord will furnish Tenant a statement showing the following:~~

~~(i) — Operating Expenses and Taxes for the Adjustment Year;~~

~~(ii) — The amount of Rent Adjustments due Landlord for the Adjustment Year, less credit for Rent Adjustment Deposits paid, if any; and~~

~~(iii) — The Rent Adjustment Deposit due for the succeeding Adjustment Year, including the amount or revised amount due for months prior to the rendition of the statement.~~

~~Tenant shall pay to Landlord the amounts due in accordance with the statement. Monthly Base Rent shall be paid as provided in Article 3, the Rent Adjustment shall be paid within ten (10) days after receipt of such statement, and Rent Adjustment Deposits shall be paid as provided in Section 24.03. No interest or penalties shall accrue on any amounts which Landlord is obligated to credit to Tenant by reason of Section 24.03 or this Section 24.04. Notwithstanding the foregoing, in no event shall the Monthly Base Rent and the Rent Adjustments be less than the Monthly Base Rent.~~

24.05 — PARTIAL OCCUPANCY

~~For purposes of determining adjustments to installments of Monthly Base Rent for each year if the Building is not fully rented during all or a portion of any year subsequent to the Base Year, the Landlord may elect to make an appropriate adjustment of the Operating Expenses to such year employing sound accounting and management principles, to determine the amount of the Operating Expenses that would have been paid or incurred by the Landlord had the Building been fully occupied, and the amount so determined shall be deemed to have been the amount of Operating Expenses for such year. If any Operating Expense, though paid in one year, relates to more than one calendar year, at the option of Landlord, such expense may be proportionally allocated among such related calendar years. In the event the Real Property is not assessed as fully improved for any year, then taxes shall be adjusted to the taxes which would have been payable in such year if the assessment of the Real Property had been made on a fully improved basis.~~

24.06 — BOOKS AND RECORDS

~~Landlord shall maintain books and records showing Operating Expenses and Taxes in accordance with sound accounting and management practices. The Tenant or its representative shall have the right to examine the Landlord's books and records with respect to the items in the foregoing statement of Operating Expenses and Taxes during normal business hours at any time within ten (10) days following the furnishing by the Landlord to the Tenant of such statement. Unless the Tenant shall take written exception to any items within thirty (30) days after the furnishing of the foregoing statement, such statement shall be considered as final and accepted by the Tenant. Any amount due to the Landlord as shown on any such statement, whether or not written exception is taken thereto, shall be paid by the Tenant within thirty (30) days after the Landlord shall have submitted the statement, without prejudice to any such written exception.~~

24.07 TENANT OBLIGATION TO PAY CERTAIN TAXES

Notwithstanding anything herein to the contrary, Tenant shall pay all federal, state and local governmental taxes, assessments and charges of every kind or nature whatsoever levied for personal property, fixtures, machinery, equipment systems, apparatus and furnishings located on, or used in connection with the Tenant's specific Premises, and which are owned by the Tenant. Further, Tenant shall pay to Landlord, simultaneously with payment of Rent and only to the extent applicable by law, the amount of any applicable sales, use or excise tax on any such Rent paid by Tenant to Landlord, whether the same be levied, imposed or assessed by the State of Iowa or any other federal, state, county or municipal governmental entity or agency. Any such sales, use or excise taxes, if applicable, shall be paid by Tenant to Landlord at the same time that each of the amounts with respect to which such taxes are payable are paid by Tenant to Landlord.

25. — REAL ESTATE BROKERS

~~Tenant represents that Tenant has not dealt with any real estate broker, sales person or finder in connection with this Lease, and no such person initiated or participated in the negotiation of this~~

~~Lease, or showed the Premises to Tenant. Landlord shall be responsible for the payment of all commissions to the broker, if any, specified in this Article 25, based upon the leasing commission policy of Landlord applicable to the Building and in effect as of the date of this Lease.~~

26. SUBORDINATION AND ATTORNMENT

26.01 SUBORDINATION

Landlord may execute and deliver a mortgage or trust deed in the nature of a mortgage, both sometimes hereinafter referred to as "Mortgage", against the Building, the Land, or any interest herein, including a ground lease thereof (ground lease) and sell and lease back the underlying Land. This Lease and the rights of Tenant hereunder shall be and are hereby made expressly subject and subordinate at all times to any ground lease of the Land and/or the Building now or hereafter existing and all amendments, renewals and modifications thereto and extensions thereof, and to the lien of the Mortgage now or hereafter existing against the land and/or the Building, and to all advances made or hereafter to be made upon the security thereof. Tenant agrees to execute and deliver such further instruments subordinating this Lease to any such ground lease or to the lien of any such Mortgage as may be requested in writing by Landlord from time to time. Tenant acknowledges that its title is and always shall be subordinate to the title of the owner(s) of the Land and the Building, and nothing herein contained shall employer Tenant to do any act which can, shall or may encumber the title of the owner of the Land or the Building. Notwithstanding anything to the contrary contained herein, Mortgagee by notice in writing to the Tenant may subordinate its Mortgage to this Lease.

26.02 ATTORNMENT

In the event of the cancellation or termination of any such ground lease described in Section 24.01 above, in accordance with its terms or by the surrender thereof, whether voluntary, involuntary or by operation of law, or by summary proceedings, or the foreclosure of any such Mortgage by voluntary agreement or otherwise, or the commencement of any judicial action seeking such foreclosure, Tenant, at the request of the then Landlord, shall attorn to and recognize such ground lessor, mortgagee or purchaser in foreclosure as Tenant's Landlord under this Lease. Tenant agrees to execute and deliver at any time upon request of such ground lessor, mortgagee, purchaser, or their successors any instrument to further evidence such attornment. This Lease may be terminated by the mortgagee or ground lessor if Tenant is named as a party and served with process in any applicable proceeding and a warrant or judgment for possession of the premises is issued in such proceeding or a foreclosure sale is held. However, if Tenant is not named as a party in such proceeding, then Tenant hereby waives its right, if any, to elect to terminate this Lease or to surrender possession of the Premises in the event of any such ground lease termination or mortgage foreclosure.

26.03 ATTORNEY-IN-FACT

As and for additional security for the performance of its duties hereunder and to induce Landlord to enter into this Lease, the Tenant shall execute promptly such instruments or certificates to carry out the intent of this Lease, as shall be requested by the Landlord, or any mortgagee. The Tenant hereby irrevocably appoints the Landlord, as attorney-in-fact for the Tenant with full power and authority to execute and deliver in the name of the Tenant any such instruments or certificates. If within fifteen (15) days after the date of a written request by Landlord, or any mortgagee to execute such instruments, the Tenant shall not have executed the same, the Landlord may, at its option, cancel this Lease without incurring any liability on account thereof, and the Term herein granted is expressly limited accordingly.

26.04 MORTGAGE PROTECTION

Tenant agrees to give any mortgagees and/or trust deed holders, by registered or certified mail, a copy of any notice of default served upon the Landlord by Tenant, provided that prior to such notice Tenant has received notice (by way of service on Tenant of a copy of an assignment of rents and leases, or otherwise) of the address of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days after receipt of notice thereof within which to cure such default or if such default cannot be cured within that time, then such additional notice time as may be necessary, if, within such thirty (30) days, any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to a commencement of foreclosure proceedings, if necessary to effect such cure). Such period of time shall be extended by any period within which such mortgagee and/or trust deed holder is prevented from commencing or pursuing such foreclosure proceedings by reason of Landlord's bankruptcy. Until the time allowed as aforesaid for mortgagee and/or trust deed holder to cure such defaults has expired without cure, Tenant shall have no right to, and shall not, terminate this Lease on account of default. This Lease may not be modified or amended so as to reduce the rent or shorten the term, or so as to adversely affect in any other respect to any material extent, the rights of the Landlord, nor shall this Lease be cancelled or surrendered, without the prior written consent, in each instance, of the ground lessor or the mortgagee.

27. NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given and delivered, whether or not received, when deposited in the United States Mail, postage prepaid and properly addressed, certified mail, return receipt requested, at the following addresses: (a) To Landlord: 4th Street Centre, LLC, Office of the Building, Ho-Chunk Centre, 600 Fourth Street, Sioux City, Iowa 51101, or such other address as Landlord shall designate by written notice to Tenant; and (b) To Tenant: At the address specified in 1.01C prior to the Commencement Date, and at the Premises after the Commencement Date, or such other address as Tenant shall designate by written notice to Landlord.

28. MISCELLANEOUS

28.01 LATE CHARGES

All Rent as defined in Section 3 (unless otherwise provided herein, and other than the Monthly Base Rent, Rent Adjustments and Rent Adjustment Deposits, which shall be due as hereinbefore provided) owed by the Tenant to the Landlord hereunder, shall be paid within ten (10) days from the date the Landlord renders statements of account therefor. All such amounts (including without limitation Monthly Base Rent and Rent Adjustment Deposits) shall bear interest from the date due until the date paid at the maximum legal rate of interest allowed by law.

In addition thereto, Landlord shall be entitled to a service charge equal to five percent (5%) of any delinquent payment due after thirty (30) days from Tenant to Landlord.

28.02 ENTIRE AGREEMENT

This Lease, the Exhibits attached hereto and the Workletter contain the entire agreement between Landlord and Tenant concerning the Premises and there are no other agreements, either oral or written.

28.03 LEASE NOT OPTION

The execution of this Lease by Tenant and delivery of same to Landlord or the Manager does not constitute a reservation of or an option for the Premises or an agreement to enter into a Lease. This Lease shall become effective only if and when Landlord executes and delivers same to Tenant; provided, however, the execution and delivery by Tenant of this Lease to Landlord or the Manager shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions herein contained, which offer may not be withdrawn or revoked for thirty (30) days after such execution and delivery.

28.04 ACCORD AND SATISFACTION

No payment by Tenant or receipt by Landlord of a lesser amount than any installment or payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or payment of Rent or pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Premises shall reinstate, continue or extend the Term.

28.05 LANDLORD'S OBLIGATIONS ON SALE OF BUILDING

This Lease and/or Landlord's rights hereunder are is assignable by Landlord, and in the event of any sale or other transfer of the Building, Landlord and the seller or transferor (and the beneficiaries of any selling or transferring land trust) shall be entirely freed and relieved of all agreements and obligations of Landlord hereunder accruing or to be performed after the date of such sale or transfer.

28.06 BINDING EFFECT

This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and permitted assigns.

28.07 MODIFICATION OF LEASE

Should any mortgage, leasehold or otherwise, require a modification or modifications of this Lease, which modification or modifications will not bring about any increased cost or expense to Tenant or in any other way substantially change the rights and obligations of Tenant hereunder, then and in such event, Tenant agrees that this Lease may be so modified.

28.08 CAPTIONS

The Article and Section captions in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of such Articles and Sections.

28.09 APPLICABLE LAW; SEVERABILITY

This Lease shall be construed in accordance with the law of the State of Iowa. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to

any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each item, covenant, or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28.10 TIME

Time is of the essence of this lease and the performance of all obligations hereunder.

28.11 LANDLORD'S RIGHT TO PERFORM TENANT'S DUTIES

If Tenant fails timely to perform any of its duties under this Lease or the Workletter, Landlord shall have the right (but not the obligation), after the expiration of any grace period elsewhere under this Lease or the Workletter expressly granted to Tenant for the performance of such duty, to perform such duty on behalf and at the expense of Tenant without further prior notice to Tenant, and all sums expended or expenses incurred by Landlord in performing such duty shall be deemed to be additional Rent under this Lease and shall be due and payable upon demand by Landlord.

28.12 CORPORATE TENANT

If Tenant is or will be a corporation, the persons executing this Lease on behalf of the Tenant hereby covenant, represent and warrant that Tenant is a duly incorporated or duly qualified (if formed) corporation and is authorized to do business in the State of Iowa; and the person executing this Lease on behalf of Tenant is an officer or are officers of such Tenant, and that he or they as such officers are duly authorized to sign and execute this Lease (a copy of a resolution of the same to be supplied to Landlord upon request).

28.13 COUNTERPARTS; EFFECTIVENESS

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Lease by facsimile, electronic mail or other electronic means shall be effective as delivery of a manually executed counterpart of this Lease. The words "execution," "signed," "signature," and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law.

28.14 DEFINITION OF INDEMNITEES

The term "Indemnitees" as used in this Lease shall include the Landlord, any mortgagee of the Building, the Manager, and their respective directors, officers, agents and employees.

28.15 NO WAIVER

The failure of the Landlord or Tenant to insist upon full performance of any provision of this Lease, or the failure of Landlord or Tenant to exercise any right, option or remedy hereby reserved shall not be construed as a waiver for the future of any such provision, right, option or remedy or as a waiver of the subsequent breach thereof. The consent or approval by Landlord of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary the requirement for Landlord's consent or approval of any subsequent similar act by Tenant. The receipt by Landlord of Rent or other charges with knowledge of a breach of any provision of this Lease shall

not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver shall be, in writing, signed by the parties to be charged. No payment by the Tenant or receipt by Landlord of a lesser amount than the rents and/or other charges hereby reserved shall be deemed to be other than on account of the earliest rents and/or charges then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment by Tenant be deemed an accord and satisfaction and Landlord may accept such payment or check without prejudice to Landlord's right to recover the balance of such rents and/or charges due or Landlord may pursue any other remedy in this Lease or by law provided, and no waiver by Landlord in favor of any other Tenant or occupant shall constitute a waiver in favor of the Tenant herein.

28.16 QUIET ENJOYMENT

So long as the Tenant shall observe and perform the covenants and agreements binding on it hereunder, the Tenant shall at all times during the term herein granted peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through the Landlord.

28.17 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act (other than Tenant's payment of rent after the Commencement Date) required hereunder by reason of strikes, riots, acts of God, pandemic, shortages of labor or materials, war, terrorism, failure of power, or any other cause or causes of a like nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. In the event of a pandemic, the Landlord shall have the ability to close the Premises or limit or restrict access to the Premises by the Tenant and the Tenant's employees, visitors and invitees, and/or to limit or restrict the services to be provided by the Landlord under the Lease, for such time as the Landlord, in its sole discretion, reasonably determines to be appropriate given the circumstances surrounding the pandemic, and the Landlord shall have no liability to the Tenant for such closure, restriction or limitation of access to the Premises or services to be provided hereunder, including but not limited to any consequential damages.

28.18 RIDERS

All Riders attached hereto and executed both by Landlord and Tenant shall be deemed to be a part hereof and hereby incorporated herein.

Exhibits A and Riders I consisting of two (2) pages are attached hereto and become a part of this Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, this Lease has been executed as of the date set forth in 1.01D hereof.

LANDLORD:

4TH STREET CENTRE, LLC

**By: HCI Real Estate Company,
Managing Member**

TENANT:

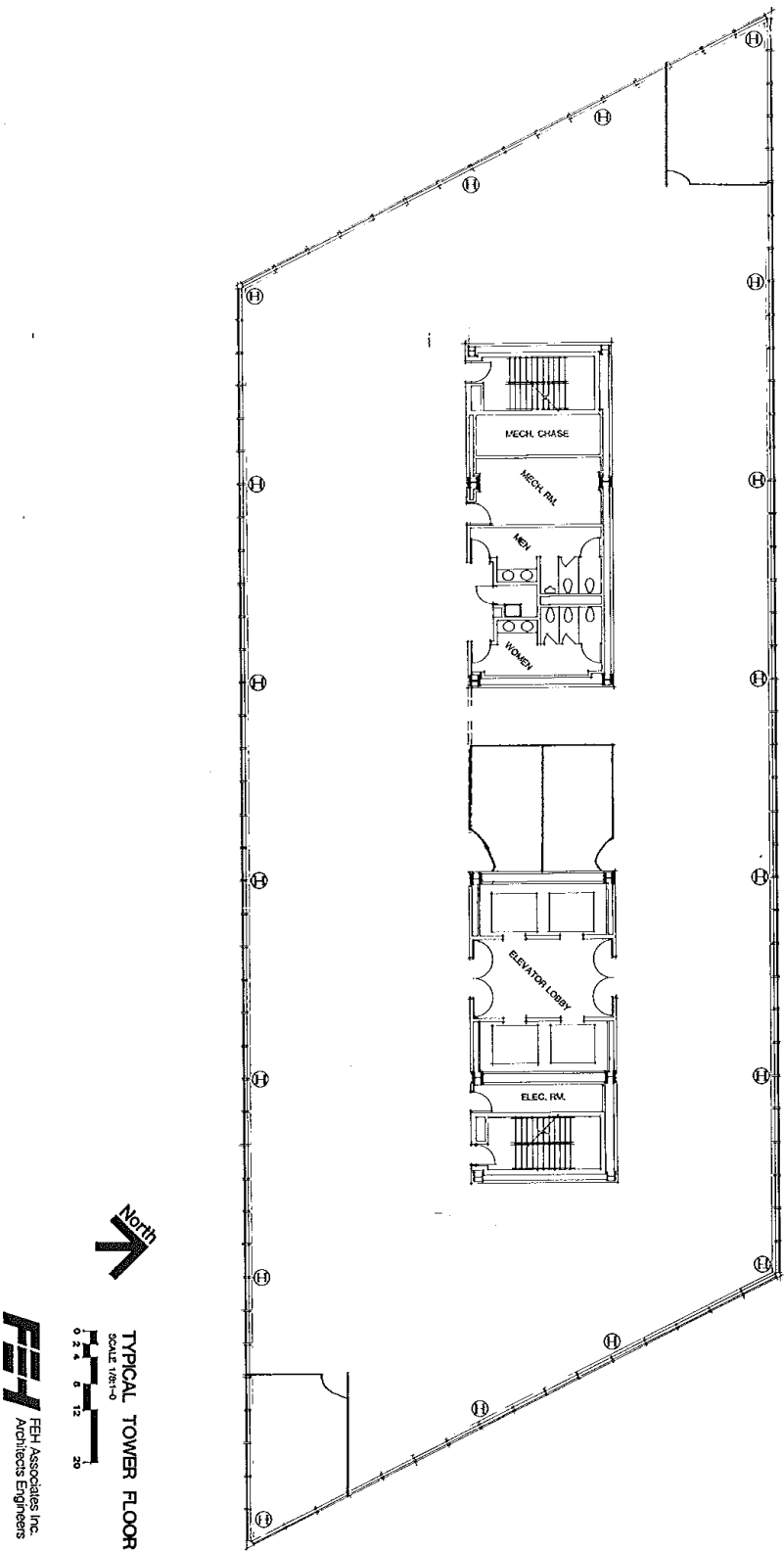
**THE SIOUX CITY COMMUNITY SCHOOL
DISTRICT IN THE COUNTIES OF WOODBURY
AND PLYMOUTH, STATE OF IOWA**

By: _____

Dennis Johnson, Managing Member of
4th Street Centre, is a licensed real
estate agent in the states of Iowa,
Nebraska, and South Dakota

By: _____

LEASE EXHIBIT "A"
Suite 400 of Fourth (4th) Floor



RIDER I LEASE OPTION
TO INDENTURE OF LEASE DATED JUNE 29, 2021
BETWEEN
4TH STREET CENTRE, LLC
AND
THE SIOUX CITY COMMUNITY SCHOOL DISTRICT

Provided Tenant is not in default beyond any notice or cure period, Tenant shall have the option to decrease or extend the Lease on a month-to-month basis during the term of the lease upon the same terms and conditions contained herein.

Tenant may terminate the tenancy or modify the terms of this Agreement by giving thirty (30) days written notice to Landlord. Landlord may terminate the tenancy by giving thirty (30) days written notice to Tenant.