

COMMERCIAL LEASE AGREEMENT

This Lease Agreement (“Lease” or “Agreement”) made and entered into this 1 day of AUGUST, 2024 (“Effective Date”), by and between **BoSox 7, L.L.C.**, a Nebraska limited liability company, hereinafter referred to as “Landlord”, and **Central Community College of Grand Island, Nebraska**, hereinafter referred to as “Tenant”. (Landlord and Tenant are referred to individually as “Party” and collectively as “Parties”)

RECITALS

WHEREAS, Landlord desires to lease the commercial real estate on the premises described herein to Tenant and Tenant desires to lease the commercial real estate on the premises described herein from Landlord.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I TERMS OF LEASE

1.1 Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following real property:

The Real Estate, Building and All Improvements Located at 424 West Avenue, Holdrege, Nebraska 68949, which said Building includes a total of 11,308 square feet.

(collectively hereinafter referred to as “Leased Premises”)

1.2 Terms of Lease. Unless terminated in accordance with the terms of this Agreement, this Lease and all of its terms shall automatically renew pursuant to the following terms:

- a. Commencing on Effective Date through June 30, 2025 (“Initial Term”);
- b. Commencing on July 1, 2025 through June 30, 2030 (“First Term”);
- c. Commencing on July 1, 2030 through June 30, 2035 (“Second Term”);
- d. Commencing on July 1, 2035 through June 30, 2040 (“Third Term”);

1.3 Rental Payments. Tenant shall pay to Landlord the monthly rental payment set forth below (“Rental Payments”) for the lease of said Real Estate that shall be paid on the first day of the month. If the lease payments contained herein are not paid by the fifth (5th) day after which they were due, Tenant shall pay a late fee of \$50.00 per day for each day the payment is late.

- a. During the Initial Term, Tenant shall pay Landlord **\$0.00** per month as rent.
- b. During the First Term, Tenant shall pay Landlord **\$14,135.00** per month as rent, which is based upon \$15.00 per 11,308 square feet.

- c. During the Second Term, Tenant shall pay Landlord **\$15,548.50** per month as rent, which is based upon \$16.50 per 11,308 square feet.
- d. During the Third Term, Tenant shall pay Landlord **\$17,103.35.00** per month as rent, which is based upon \$18.15 per 11,308 square feet.

1.4 No Damage Deposit. Tenant shall not pay any separate damage deposit.

1.5 Real Estate Taxes. During the Initial Term, Landlord shall pay all real estate taxes. After the Initial Term, Tenant shall be responsible for and pay for all real estate taxes, both general taxes and special assessments, which accrue on the real estate comprising the Leased Premises during the term of this Lease. Such taxes shall be paid as additional rent.

1.6 Personal Property Taxes. For all terms of this Lease, Tenant shall be responsible for and pay for all personal property taxes, which may accrue on all furniture, fixtures, signs, equipment and any other personal property installed or located on or within the Leased Premises during all terms of this Lease. Such taxes shall be paid as additional rent.

1.7 Utilities. For all terms of this Lease, Tenant shall be responsible for and pay for all charges for heat, electricity, water, sewage, gas, garbage, telecommunications services (phone, internet, etc.), landscaping maintenance, janitorial services, snow and ice removal and/or any special fees, metering charges or utility charges or services of any nature used on the Leased Premises, including taxes thereon.

1.8 Commercial Property/Building Insurance. During the Initial Term, Landlord shall obtain and carry, at its own costs, sufficient insurance hazard and extended coverage to insure the value of the Leases Premises in (a) standard policy(ies) in an amount equal to the full lost and replacement insurable value of the Leased Premises ("Property Insurance"). After the Initial Term, Tenant shall obtain and carry, at its own costs, sufficient insurance hazard and extended coverage to insure the value of the Leases Premises in (a) standard policy(ies) in an amount equal to the full lost and replacement insurable value of the Leased Premises with an annual insurance deductible of no more than \$10,000. Tenant shall name Landlord as an additional insured and loss payee on said policy(ies), Landlord shall be listed as Certificate Holder to said policy(ies), and Landlord shall be provided a Certificate of Insurance on or before the anniversary of the Effective Date for each year of this Lease and at any other time as may be reasonably requested by Landlord. Such payment by Tenant for Property Insurance shall be paid as additional rent. Tenant may obtain stated Property Insurance through its own insurance trusts or other sources as it may determine and as may be mutually agreed to by the Parties.

1.9 Commercial General Liability Insurance. Tenant shall maintain a commercial general liability insurance policy in a reasonable amount as approved by Landlord for any and all of Tenant's operations on the Leased Premises including Tenant's employees and agents.

1.10 Repairs and Maintenance. Tenant shall keep and maintain the Leased Premises in a clean and sanitary condition at all times, and upon termination of the tenancy shall surrender the Leased Premises to Landlord in the same condition or better as when received, ordinary wear and damage by the elements to be expected. Landlord shall be responsible for and shall pay as its separate costs all costs to repair or maintain the roof, exterior walls, exterior doors, and exterior windows and shall, as needed, pay for one (1) upgrade to each of the seven (7) separate air conditioning units. Tenant shall be responsible for and shall pay as its separate costs all other costs to repair or maintain the Leased Premises which shall include but is not limited to interior walls, interior doors, interior windows, lighting and electrical systems, heating and HVAC systems, plumbing systems and fixtures, flooring, additional upgrades to any air conditioning units after Landlord's first upgrade.

1.11 Improvements, Alternations and Structural Changes. Tenant shall have the right to make improvements, alterations and other structural changes in or upon the Leased Premises, subject to the approval from Landlord. Landlord shall have discretion to approve or deny any requests from Tenant to make improvements to said Leased Premises, but the Parties agree that such approval shall not be unreasonable withheld.

1.12 Sublease by Tenant. Tenant shall have the right to sublease any portion of the Leased Premises it may desire without the consent of Landlord. The Parties agree that Tenant shall handle all communications and all financial payments and other arrangements with any subtenant. Tenant hereby agrees to release and indemnify Landlord for any separate sublease agreement(s) and any other claims that may be asserted by any subtenant of Tenant as set forth herein. Tenant shall be entitled to all rents collected from any sublease agreement(s).

1.13 Short Term Leases by Landlord. Landlord shall have the right to enter into other short-term leases to lease any portion of the Leased Premises with another third party that shall terminate on or before April 30, 2025 without the consent of Tenant. Landlord agrees to provide notice of any other short-term lease agreements to Tenant.

1.14 Termination of Lease. Tenant may terminate this Lease for any reason by providing written notice to Landlord on or before April 30, 2025 ("Early Termination Period"). If Tenant elects to terminate the Lease during this Early Termination Period, Tenant shall pay Landlord a surrender fee of \$10,000.00. So long as Tenant has otherwise complied with all terms of this Lease and made the rental payments contained herein, Tenant may also terminate this Lease early for any reason by providing written notice to Landlord on or before July 1, 2028 ("Second Early Termination Period"). If Tenant elects to terminate the Lease during this Second Early Termination Period, Tenant shall pay Landlord a surrender fee of \$50,000.00. After July 1, 2028, Tenant may only terminate this Lease for the limited reason of material decreases in Tenant's budget as provided for by the Nebraska Legislature ("Budget Cut Termination"). To terminate the Lease for a Budget Cut Termination, Tenant shall provide Landlord with six (6) months advance written notice of this termination together with sufficient written documentation of the stated material decreases in Tenant's budget by the Nebraska Legislature. Tenant shall continue to pay

rent up to the date of termination. Unless otherwise agreed to by the Parties, this Lease shall automatically expire at the end of the Third Term without either Party being required to furnish the other Party with any written notice of termination of this Lease. The Parties expressly agree that all equipment purchased and installed by Tenant shall remain property of Tenant and may be removed from the Leased Premises by Tenant at the termination of the Lease. The Parties expressly agree that any and all other improvements made to the Leased Premises during the Lease shall remain with the Leased Premises and shall be considered Landlord's separate property upon termination of this Lease.

1.15 Right of Occupancy. The Parties acknowledge that Tenant anticipates investing significant time, money and other resources into developing the Leased Premises and therefore has a substantiated right to occupy the Leased Premises as contained herein. As such, in the event Landlord desires to terminate this Lease prior to its expiration for any reason other than an occurrence of any event of default as set forth herein, Landlord shall provide twelve months' notice to Tenant prior to its termination and further agrees to pay Tenant 90% of the costs of its capital expenses that were incurred by Tenant to develop the Leased Premises, with said costs to decline 10% each year starting on July 1, 2026.

1.16 Future Purchase Transaction. The Parties agree that Tenant may desire to purchase said Leased Premises on and after July 1, 2035, and if so that the Parties will engage in good faith discussions to negotiate terms for Tenant's desire to purchase the Leased Premises at its fair market value. The Parties acknowledge and agree that there is no separate option to purchase term contained within this Lease, that no separate purchase price terms have been agreed to by the Parties and that the Parties have merely memorialized their separate intentions.

1.17 Notices. All payments, notices, and communications called for hereunder shall be mailed or delivered to Landlord or Tenant at the address listed below or at such other place as Landlord or Tenant shall designate in writing.

Landlord:

BoSox 7, L.L.C.
Attn: Luke Deaver
413 East Avenue
Holdrege, NE 68949

Tenant:

Central Community College
3134 W Highway 34
Grand Island, NE 68802

with copies by e-mail as follows:

Luke Deaver at: luke@holdregelaw.com
Chris McQuillan at: cmcquillan@fsbloomis.com
Loren Schroder at: ldschröder@phelpsmemorial.com

with copies by e-mail as follows:

Matthew Gotschall at mgotschall@cccneb.edu
Joel King at joelking@cccneb.edu

ARTICLE II
ADDITIONAL TERMS

2.1 Authorized Uses. Tenant shall utilize said Leased Premises for its general business and educational operations which include general office use, classroom instruction and other activities normally engaged in by Tenant and related activities associated therewith.

2.2 Signage. Tenant shall have the option to erect, place or install a sign or signs on or to Leased Premises at its costs subject to the approval from Landlord, which shall not be unreasonably withheld.

2.3 Prohibited for Uses. Tenants hereby agrees that neither Tenant nor any of Tenant's employees, guests or invitees shall undertake any of the following activities in or on the Leased Premises:

- a. Violate any city, state or federal ordinance, regulation or law in or about said Leased Premises;
- b. Smoke or use any tobacco products inside said Leased Premises;
- c. The storing of any pets, junk, debris or other refuse on the Leased Premises; and
- d. Conduct any activities that are loud or obnoxious or create unreasonable noise and odors or disturb or threaten the rights, comfort, health, safety or convenience of others or neighbors.

2.4 Default. Upon the occurrence of any event of default ("Event of Default") by Tenant, Landlord may, in addition to any other remedy or right given by law, terminate this lease by service of written notice of such termination upon Tenant and thereupon enter upon said Leased Premises, or any part thereof upon the date specified in such notice and retake possession of said Leased Premises. Each of the following shall constitute an Event of Default under this Agreement:

- (a) Tenant fails to make any rental payment under this Agreement for a period of thirty (30) or more days after the rental payment was due. Acceptance by Landlord of any rental payment after its due date shall not constitute a waiver of the default nor a waiver as to the time of making of future rental payments;
- (b) Tenant fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement;
- (c) Tenant abandons the Leased Premises; or
- (d) Dissolution or termination of Tenant as existence as a going business or organized legal entity, the death of Tenant, the insolvency of Tenant, the appointment of a receiver for any part of Tenant's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Tenant.

2.5 Condemnation. In the event the whole or any part of the Leased Premises shall be taken by right of eminent domain or by conveyance in lieu thereof or in connection therewith, any compensation or damage shall be paid to Tenant and Landlord separately as their respective interests and rights are established. In addition, if all or substantially all of the Leased Premises shall be deemed to have been taken or if a taking under any such proceeding shall involve such an area of the Leased Premises, Building and common parking areas, including a portion of the improvements thereon, that Tenant cannot reasonably operate the remainder of the Leased Premises or the business being conducted on the Leased Premises by Tenant at the time of such taking, this agreement may be terminated at the option of Tenant.

2.6 Indemnification. Tenant shall indemnify and hold harmless Landlord for any liability as a result of the use of the Leased Premises by Tenant, its agents and employees and subtenants. Landlord shall not be liable to Tenant for any damage occasioned to the property of Tenant for use of the Leased Premises unless the same shall be directly attributable to the negligence of Landlord or Landlord's agents. All personal property situated on the Leased Premises shall be used at the sole risk of Tenant and Tenant's subtenants and Landlord shall not be or become liable for any damage to personal property, to Leased Premises or to Tenant or to any other persons or property whatsoever.

2.7 No Agency. No agency, partnership, joint venture or any other special relationship between the Parties is created by this Agreement.

2.8 Authorized Signers. Each signer to this Agreement on behalf of any entity Party warrants that he or she has the requisite authority to enter into this Agreement, and that to the extent required by law, all necessary papers and documents to establish that authority have been executed, filed, and served.

2.9 Advice of Counsel. The Parties acknowledge that they, and each of them, have been either represented by counsel of their choice in the preparation of this Agreement, or have had full opportunity to consult with an attorney of their selection pertaining to the terms and conditions of this particular Agreement and to advise them as to the legal effect of this Agreement so that they would understand the terms, provisions and other aspects that may affect their rights. In the event that any Party has not consulted an attorney pertaining to the terms and conditions of this Agreement, that Party acknowledges full understanding of the terms and conditions and expressly waives any objection at a later time based on the fact of not being advised by an attorney of that Party's own selection of the legal effect of this Agreement.

2.10 Mutually Drafted Document. The Parties acknowledge and agree that each Party has participated in the drafting of this Agreement, and that this document has been reviewed by the respective legal counsel for the Parties, or that each Party has had the full opportunity to consult with an attorney of their selection, and that the normal rules of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not apply to the interpretation of this

Agreement. No inference in favor of, or against, any Party shall be drawn by the fact that one Party has drafted any portion of this Agreement.

2.11 Right of Entry. Landlord shall have the right to go upon Leased Premises at reasonable times and hours and inspect the same, after reasonable notice, unless there is an emergency, for the purpose of ascertaining compliance with the terms of this Lease by Tenant and for undertaking any repair which is the obligation of Landlord.

2.12 Redelivery of Possession. Upon the expiration or termination of this Lease in any manner herein provided, Tenant shall surrender possession and occupancy of said Leased Premises to Landlord without any other or further notice or action required from Landlord. Tenant shall be entitled to remove his trade fixtures prior to expiration or termination of this lease.

2.13 Separate Property. Each Party hereby asserts that neither Party shall obtain any right, title and interest in and to the property of the other Party located on said Leased Premises.

2.14 Binding Effect. This Lease shall be binding upon the Parties, their heirs, personal representatives, successors and assigns.

2.15 Modification of Lease. Any modification of this Lease or additional Leases assumed by either Party connected with this Lease shall be binding only if evidenced in a writing signed by each Party or authorized representative of each Party.

2.16 Time of the Essence. Whenever any periods of time are provided for in this Lease, it is agreed that time is an essential element of the same.

2.17 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nebraska without regard to the conflict of laws provisions therein. Any legal action involving this Agreement in any way shall be instituted in a court of competent jurisdiction located in State of Nebraska.

2.18 Entire Agreement. This Agreement contains the entire Agreement and understanding of the Parties and no representations or promises have been made except those set forth herein.

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SIGNATURE PAGE TO FOLLOW***

