

Scribcor Lease Admin. Cover Page for Lease Files

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Property / CC (Cost Center) ID : 25304

(CIRCLE ONE)

Expense (Blue Folders) OR Income (Green Folders)

Alabama Folders: Expense (White Labels) or Income (Pink Labels)

Green / Pink Tenant Name: The CBE Group Inc

Property Address: 2532 Crossroads Blvd

City: Waterloo STATE: IA

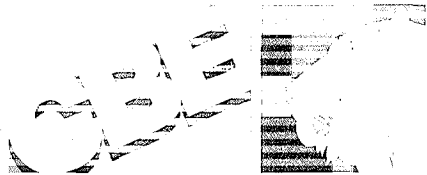
Abstract: Y /  N (CIRCLE ONE)

Lease Documents:  Y / N (CIRCLE ONE)

Lease Approval / Summary: Y /  N (CIRCLE ONE)

Auditor Initial: Cmm

Date Audited: 4/19/05



...We're Driven.

## The CBE Group

**Corporate Office**  
131 Tower Park Drive  
Suite 100  
Waterloo, IA  
50701-9374

**Phone:** 319.234.6686  
800.925.6686

**Fax:** 319.235.1996

January 7, 2005

Ms. Jennifer S. Bratton  
Corporate Real Estate Portfolio Administration  
Union Planters Bank  
7130 Goodlett Farms Parkway  
Cordova, TN 38016

RE: First Amendment to Lease Agreement between Union Planters Bank, N.A.  
and The CBE Group, Inc. dated March 1, 2003

Dear Ms. Bratton:

As you requested in your letter to Thomas R. Penaluna dated December 24, 2004, I have executed and enclosed the First Amendment to the aforementioned lease agreement. The Amendment extends the lease term to February 28, 2006, and increases the monthly rent from \$100.00 to \$107.50 from March 1, 2005 through February 28, 2006.

If possible, please correct the spelling of Mr. Penaluna's name on your records pertaining to the Notices Section 29.11(b) of the lease.

If you have any questions or require any additional information, please feel free to contact me at [bskahler@cbegroup.com](mailto:bskahler@cbegroup.com) or at 319-226-5162.

Sincerely,

Robert S. Kahler  
Senior Vice President & CFO

Enclosure

Cost Center # 5304  
Lease ID #319325

### FIRST AMENDMENT TO LEASE

**THIS FIRST AMENDMENT TO LEASE** made and entered into as of 2<sup>th</sup> day of January 2006 by and between **UNION PLANTERS BANK, N.A.** (hereinafter "LANDLORD") and **THE CBE GROUP, INC.** (hereinafter "TENANT").

#### WITNESSETH:

**WHEREAS**, Landlord and Tenant entered into a Lease dated the 1st day of March, 2003 (the "Lease") for approximately 50 square feet on the 1<sup>st</sup> floor of the building located at 2532 Crossroads Boulevard, Waterloo, Iowa (the "Leased Premises"). The Leased Premises is further described in the Lease; and

**WHEREAS**, Landlord and Tenant now desire to amend the Lease in the manner setforth herein.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Lease as follows:

1. The term shall be extended twelve (12) months. The expiration date shall now be February 28, 2006.
2. The base annual rental during the above referenced term shall be \$1,290.00 due and payable in twelve (12) equal installments of \$107.50 on the first day of each calendar month. Tenant hereby agrees to pay such rent to Landlord monthly in advance without demand and without any reduction, abatement, counterclaim or setoff, at such address as may be designated by Landlord from time to time. Currently, the rental payment address is CB Richard Ellis AAF, Union Planters Bank, PO Box 36016, Newark, NJ 07101-3616. If Tenant shall fail to pay any rent or any other charge payable under this Lease within five (5) days from the date that it is due and payable, Tenant shall pay Landlord a late fee of 10 percent of such sum due.
3. After the expiration of the above referenced term, Tenant shall have the option of extending the term an additional twelve (12) months at the same terms and conditions by providing written notice to Landlord no later than November 30, 2005. Should Landlord receive said notice by such date, the expiration of the term shall then be extended to February 28, 2007.
4. Tenant shall forward all required Notices to Landlord at the following address:

Midwest 5304cc

**LEASE AGREEMENT**

This Lease Agreement (this "Lease Agreement") is made and entered this 1<sup>st</sup> day of March, 2003, between **Union Planters Bank, N.A.**, a national banking association (the "Landlord") and **The CBE Group, Inc.**, a corporation (the "Tenant").

WITNESSETH:

**1. LEASED PREMISES.**

Subject to and upon the terms, provisions and conditions hereinafter set forth, Landlord does hereby lease, demise and let to Tenant and Tenant does hereby lease from Landlord those certain premises (the "Leased Premises") in the building (the "Building") located at 2532 Crossroads Blvd., in the City of Waterloo, Iowa, 50702 such Leased Premises being more particularly described as follows:

Fifty (50) square feet on the first (1<sup>st</sup>) floor of the Building

The real property on which the Building is located is herein called the "Property".

**2. LEASE TERM.**

**2.1 Initial Term.** This Lease Agreement shall continue in force during a period beginning on the 1st day of March, 2003 (the "Commencement Date") and ending on the 28th day of February, 2004, unless this Lease Agreement is sooner terminated or extended to a later date under any other term or provision of this Lease Agreement. The actual term of this Lease Agreement, as it may be terminated or extended as provided for herein, is referred to herein as the "Lease Term".

**2.2 Renewal Terms.** After the expiration of the initial term of this Lease Agreement, the term shall automatically renew for terms of one (1) year, and shall be upon the same terms, provisions, covenants, and conditions as are contained in this Lease, including the rental rate. ~~If Tenant does not renew this Lease for any Renewal Term, then Tenant shall have no further renewal rights.~~ *PSK*

**2.3 Right to Terminate.** Either party shall have the right to terminate this Lease Agreement by giving the other party written notice of termination at least 60 days before the date of termination.

**3. USE.**

Permitted Use. The Leased Premises are to be used and occupied by Tenant solely for the purpose of off-site storage of computer back-up tapes. Tenant shall have access to the Leased Premises 24 hours per day, seven days per week through such entrances and on such conditions as Landlord may reasonably determine. Tenant agrees not to occupy or use, or permit any portion of the Leased Premises to be occupied or used, for any business or purpose that is unlawful, disreputable or deemed to be extra-hazardous, or permit anything to be done that would in any way increase the rate of fire insurance coverage on the Building and/or its contents. Tenant agrees specifically that no food, soft drink or other vending machine will be installed within the Leased Premises, except for Tenant's own use. Tenant agrees to conduct its business and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other tenant or Landlord in the operation of the Building.

**4. BASE RENTAL.**

Tenant hereby agrees to pay a base annual rental (herein called the "Base Rental") in the amount of \$1,200.00. The Base Rental shall be due and payable in twelve (12) equal installments of \$100.00 on the first day of each calendar month during the initial Lease Term and any extensions or renewals thereof, and Tenant hereby agrees to pay such rent to Landlord monthly in advance without demand and without any reduction, abatement, counterclaim or setoff, at such address as may be designated by Landlord. If the Lease Term as heretofore established commences on other than the first day of a month or terminates on other than the last day of a month, then the Base Rental provided for herein for such month or months shall be prorated and the installment or installments so prorated shall be paid in advance. All past due installments of rent shall bear interest at the lesser of (i) the maximum rate permitted by applicable law, or (ii) three (3) percentage points above the Prime Rate (hereinafter defined), from the date due until paid. The term "Prime Rate" for purposes of this Lease Agreement, shall mean the rate announced as such by Union Planters Bank, N.A., or its successors at its principal office, on the date or dates on which reference to the Prime Rate is being made, and shall not be subject to adjustment, but shall in no event exceed the maximum rate provided by applicable law. In the Event the "Prime Rate" index for interest rate determination becomes unavailable at any time, then the interest rate index then being used by Union Planters Bank, N.A. shall be applicable hereunder in lieu of the "Prime Rate".

**5. SERVICES TO BE FURNISHED BY LANDLORD.**

Landlord agrees to use reasonable efforts to furnish Tenant services consistent with other office buildings of similar age, size and construction in the same geographic area. The failure by Landlord to any extent to furnish, or the interruption or termination of, the Defined Services, in whole or in part, resulting from causes beyond the reasonable control of Landlord, shall not render Landlord liable in any respect nor be construed as an eviction (constructive or otherwise) of Tenant, nor work an abatement of rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement of this Lease Agreement. Without limiting any of the foregoing, Landlord specifically shall not be liable for any loss of computer data or other damages resulting from a failure of electrical power. Landlord shall not be required to make any improvements or repairs or replacements, except such repairs as may be necessary to maintain the Building, and such additional maintenance as may be necessary because of damages by persons other than Tenant, its agents, employees, invitees or visitors. Landlord shall not be liable for any damage or inconvenience which may arise through repair or alterations of any part of the Building or Leased Premises; provided, that Landlord, to the extent practical, shall endeavor to make any repairs or alterations in such a manner so as to minimize any inconvenience to Tenant.

**6. CARE OF THE LEASED PREMISES BY TENANT.**

Tenant's taking possession of the Leased Premises shall be conclusive evidence as against the Tenant that the Leased Premises were in good order and satisfactory condition when the Tenant took possession. No promises of the Landlord to alter, remodel, repair or improve the Leased Premises or the Building and no representations respecting the condition of the Leased Premises or the Building have been made by Landlord to Tenant. At all times during the Lease Term, including any extensions thereof, Tenant agrees to give Landlord prompt notice of any apparent defective condition in or about the Leased Premises. Tenant shall not commit or allow any waste to be committed on any portion of the Leased Premises, and at the termination of this Lease Agreement, Tenant shall deliver the Leased Premises to Landlord in as good condition as at the Commencement Date, ordinary wear and use excepted.

**7. MAINTENANCE, REPAIRS AND ALTERATIONS BY TENANT.**

Tenant shall, at Tenant's own cost and expense, maintain the Leased Premises in good condition, and shall repair any damage done to the Building, or any part thereof, including replacement of damaged portions or items, caused by Tenant or Tenant's agents, guests, employees, invitees, licensees, customers

or visitors, and Tenant covenants and agrees to make all such repairs as may be required to restore the Building to as good a condition as it was in prior to such damage. All such work or repairs by Tenant shall be effected in compliance with all applicable laws; provided, however, if Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make repairs or replacements, and Tenant shall pay to Landlord the cost thereof, plus an additional charge of fifteen percent (15%) for overhead and profit, within ten (10) days of Landlord's demand therefor, as additional rent. Tenant agrees with Landlord not to make or allow to be made any alterations to the Leased Premises, install any vending machines on the Leased Premises (other than for Tenant's own use), or place signs on the Leased Premises that are visible from outside the Leased Premises, without first obtaining the prior written consent of Landlord in each such instance, which consent may be given on such conditions as Landlord may elect. Tenant shall be solely responsible for any and all costs related to compliance with fire and safety code, whether within or without the Leased Premises, required as a consequence of Tenant's alterations or repairs. Any and all alterations to the Leased Premises shall become the property of Landlord upon termination of this Lease Agreement (except for movable equipment or furniture owned by Tenant).

**8. LAWS, REGULATIONS AND RULES.**

Tenant shall comply with all applicable laws, ordinances, rules and regulations of any governmental entity, agency or authority having jurisdiction over the Leased Premises or Tenant's use of the Leased Premises. Tenant shall comply with the Building Rules adopted by Landlord, as they may be amended by Landlord from time to time (the "Building Rules"), and will cause all of its agents, employees, invitees and visitors to do so.

**9. ENTRY BY LANDLORD.**

Tenant shall permit Landlord or its agents or representatives to enter into and upon any part of the Leased Premises upon prior notice and at all reasonable hours (and in emergencies at all times) to inspect the condition, occupancy or use, to show the Leased Premises to prospective purchasers, mortgagees, tenant or insurers, or to clean or make repairs, alterations or additions. Tenant shall not be entitled to any abatement or reduction of rent by reason of this right of entry.

**10. ASSIGNMENT AND SUBLETTING.**

Tenant shall not assign, sublease, transfer, pledge, or encumber this Lease Agreement or any interest therein without Landlord's prior written consent, which consent may be withheld or denied in Landlord's sole discretion. Any attempted assignment, sublease or other transfer or encumbrance by Tenant in violation of the terms and covenants of this paragraph shall be void.

**11. MECHANICS' LIEN.**

Tenant will not permit any mechanic's or materialman's lien or liens or any other liens of whatsoever nature to be placed upon the Leased Premises or the Building. If any such lien is claimed against the Leased Premises, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord for such purposes shall be paid by Tenant to Landlord as additional rent within ten (10) days of Landlord's demand therefor.

**12. INSURANCE.**

Tenant shall maintain at its expense, in an amount equal to the full replacement cost, fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises and in such additional amounts as are required to meet Tenant's obligations pursuant to Section 13 hereof. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to its activities in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company authorized to do business in the State where the Building is located, and approved by Landlord, such insurance to afford

minimum protection of not less than \$1,000,000.00 combined single limit coverage for bodily injury, property damage or combination thereof. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building. All policies of insurance to be provided or obtained by Tenant under this Lease Agreement shall (i) name Landlord as an additional insured, and (ii) provide for notice to Landlord at least thirty (30) days before any cancellation or termination of said insurance. Tenant shall, upon request of Landlord, furnish Landlord with certificates of insurance evidencing Tenant's compliance with the provisions of this Section 12 and Section 15.

### **13. CASUALTY DAMAGE.**

If the Leased Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In case the Building shall be so damaged that the substantial alteration or reconstruction of the Building shall, in Landlord's sole opinion, be required (whether or not the Leased Premises shall have been damaged by such casualty) or in the event any mortgagee of Landlord's should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt or in the event of material uninsured loss to the Building, Landlord may, at its option, terminate this Lease Agreement as provided in Section 2.3. If Landlord does not thus elect to terminate this Lease Agreement, Landlord shall commence and proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to spend for such work an amount in excess of the insurance proceeds actually received by Landlord as a result of the casualty. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof, except that, subject to the provisions of the next sentence, Landlord shall allow Tenant a fair diminution of rent during the time and to the extent the Leased Premises are unfit for occupancy. If the Leased Premises or any other portion of the Building be damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the rent hereunder shall not be diminished during the repair of such damage, and Tenant shall be liable to Landlord for the cost of the repair and restoration of the Building and the Leased Premises caused thereby to the extent such cost and expense is not covered by insurance proceeds under policies provided by either Landlord or Tenant hereunder.

### **14. CONDEMNATION.**

If the whole or substantially the whole of the Building or the Leased Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Lease Agreement shall terminate as of the date when physical possession of the Building or the Leased Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Building or the Leased Premises is thus taken or sold, Landlord (whether or not the Leased Premises are affected thereby) may terminate this Lease Agreement by giving written notice thereof to Tenant, in which event this Lease Agreement shall terminate as of the date when physical possession of such portion of the Building or Leased Premises is taken by the condemning authority. If this Lease Agreement is not so terminated upon any such partial taking or sale, the rent payable hereunder shall be diminished by an equitable amount based on the portion of the Leased Premises taken, if any, and Landlord shall, to the extent Landlord deems feasible, restore the Building and the Leased Premises to substantially their former condition, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such damages. All amounts awarded upon a taking of any part or all of the Building or the Leased Premises shall belong to Landlord, and Tenant shall not be entitled to and expressly waives all claim to any such compensation, including any award or ascertainment for the value of Tenant's leasehold estate, which value is hereby assigned to the Landlord.

### **15. WAIVER OF SUBROGATION RIGHTS.**

Each insurance policy to be obtained by Tenant shall contain waiver of subrogation provisions pursuant to which the insurer waives all expressed or implied rights of subrogation against Tenant or Landlord, as the case may be, and their respective officers, directors, employees and agents.

## **16. INDEMNITY.**

16.1. Indemnification by Tenant. Tenant agrees to indemnify, defend and save Landlord harmless from all claims (including reasonable costs and expenses of defending against such claims) resulting from damages to property, or from injury to or death of persons: (a) occurring in the Leased Premises during the Lease Term and any renewal terms; or (b) occurring in or about any other portion of the Building during the Lease Term and any renewal terms, to the extent resulting wholly or in part from the negligent or willful act or omission of Tenant or its officers, agents, employees, contractors, subcontractors, customers or invitees. Provided, however, that the foregoing indemnity shall not apply to the extent such claims result from the grossly negligent or willful act or omission of Landlord or Landlord's officers, agents, employees, contractors, subcontractors, customers or invitees.

16.2. No Liability. Neither Landlord nor Tenant shall be responsible or liable to the other, their respective officers, employees, agents, contractors, subcontractors, customers, invitees, for bodily injury, death or property damage to the extent occasioned by the acts or omissions of any other tenant in the Building or such tenant's officers, employees, agents, contractors, subcontractors, customers or invitees within the Building.

## **17. DAMAGES FROM CERTAIN CAUSES.**

Landlord shall not be liable to Tenant for any loss or damage to or death of any person, occasioned by theft, fire, act of God or the public enemy, injunction, riot, strike, insurrection, war, requisition or order of governmental body or authority or any other cause beyond the control of Landlord.

## **18. EVENTS OF DEFAULT/REMEDIES.**

18.1. Events of Default by Tenant. The happening of any one or more of the following listed events (Events of Default) shall constitute a breach of this Lease Agreement by Tenant:

(a) The failure of Tenant to pay any rent or any other sums of money when due hereunder;

(b) Except for the payment of rent and other sums of money hereunder, the failure of Tenant, within thirty (30) days after receipt of written notice from Landlord, to comply with any provision of this Lease Agreement or any other agreement between Landlord and Tenant, including the Building Rules, all of which terms, provisions and covenants shall be deemed material;

(c) The taking of the leasehold on execution or other process of law in any action against Tenant;

(d) The failure of Tenant to accept the Leased Premises, to promptly move into, to take possession of, and to operate its business on the Leased Premises when the Leased Premises are substantially complete, or if Tenant ceases to do business in or abandons any substantial portion of the Leased Premises;

(e) If the Tenant shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of the Tenant or of all or a substantial part of its assets, (ii) admit in writing its inability to pay its debts as they come due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law other than the Federal Bankruptcy Code, (v) file an answer admitting the material allegations of a petition filed against the Tenant in any reorganization or insolvency proceeding, other than a proceeding commenced pursuant to the Federal Bankruptcy Code, or if any order, judgment or decree shall be entered by any court of competent jurisdiction, except for a bankruptcy court or a federal



court sitting as a bankruptcy court, adjudicating the Tenant insolvent, or approving a petition seeking reorganization of the Tenant, or appointing a receiver, trustee or liquidator of the Tenant or of all or a substantial part of its assets.

18.2. Landlord's Remedies for Tenant Default. Upon the occurrence of any Event or Events of Default, Landlord shall have the option, at Landlord's election, to pursue any one or more of the following remedies:

- (a) Landlord may cancel and terminate this Lease Agreement and dispossess Tenant;
- (b) Landlord may without terminating or canceling this Lease Agreement declare all amounts and rents due under this Lease Agreement for the remainder of the existing term (or any applicable extension or renewal thereof) to be immediately due and payable; and thereupon all rents and other charges due hereunder to the end of the initial term or any renewal term, if applicable, shall be accelerated;
- (c) Landlord may elect to enter and repossess the Leased Premises and relet the Leased Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of rent received from such reletting and the amount due and payable under the terms of this Lease Agreement;
- (d) Landlord may enter upon the Leased Premises and do whatever Tenant is obligated to do under the terms of this Lease Agreement (and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease Agreement, and Landlord shall not be liable for any damages resulting to the Tenant from such action).

18.3. Landlord's Remedies are Cumulative. All the remedies of Landlord in the event of Tenant default shall be cumulative and, in addition, Landlord may pursue any other remedies permitted by law or in equity. Forbearance by Landlord to enforce one or more of the remedies upon an Event of Default shall not constitute a waiver of such default.

## **19. PEACEFUL ENJOYMENT.**

Tenant shall and may peacefully enjoy the Leased Premises against all persons claiming by, through or under Landlord, subject to the other terms hereof, provided that Tenant pays the rent and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements in this Lease Agreement. The foregoing covenant and any and all other covenants of the Landlord shall be binding upon Landlord and its successors only with respect to breaches occurring during its or their respective periods of ownership of the Leased Premises.

## **20. RELOCATION.**

Landlord shall be entitled to cause Tenant to relocate from the Leased Premises to a comparable space (a "Relocation Space") within the Building at any time after reasonable written notice of Landlord's election (not less than ninety (90) days) is given to Tenant. Any such relocation shall be entirely at the expense of Landlord or the third party tenant replacing Tenant in the Leased Premises. Such a relocation shall not terminate or otherwise affect or modify this Lease Agreement except that from and after the date of relocation, "Leased Premises" shall refer to the Relocation Space into which Tenant has been moved, rather than the original Leased Premises as herein defined.

## **21. HOLDING OVER.**

If Tenant holds over without Landlord's written consent after expiration or other termination of Tenant's right of possession Tenant shall throughout the entire holdover period pay rent equal to twice the Base Rental that would have been applicable had the Lease Term continued through the period of such

holding over by Tenant. No possession by Tenant after the expiration of the Lease Term shall be construed to extend the Lease Term unless Landlord has consented to such possession in writing.

**22. SUBORDINATION TO MORTGAGE.**

22.1. Subject to Mortgages. This Lease Agreement is and shall be subject and subordinate to any mortgage, or other lien created by Landlord, whether now existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof.

22.2. Estoppel Certificates. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request, a statement in recordable form certifying that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease Agreement have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord or its mortgagee(s) shall reasonably require.

22.3. Attornment. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Building of which the Leased Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by Landlord covering the Leased Premises, attorn to the purchaser and recognize the purchaser as Landlord under this Lease Agreement.

**23. LANDLORD'S LIEN.**

Tenant hereby grants to Landlord a lien on all property of Tenant now or hereafter placed in or upon the Leased Premises, and such property shall be and remain subject to such lien of Landlord for payment of all Rent and other sums agreed to be paid by Tenant herein. It is provided, however, the Landlord shall not have a lien which would be superior to a lien from a lending institution, supplier or leasing company, to the extent that such lending institution, supplier or leasing company has a purchase money security interest in the equipment, furniture or other tangible personal property. Notwithstanding the above, Landlord shall neither sell nor withhold from Tenant, Tenant's business records.

**24. ATTORNEY'S FEES.**

Tenant will pay, in addition to the rents and other sums agreed to be paid hereunder, all collection and court costs incurred by Landlord, and Landlord's reasonable attorney's fees incurred for the collection of unpaid rents or the enforcement, defense or interpretation of Landlord's rights under this Lease Agreement, whether such fees and costs be incurred out of court, at trial, on appeal or in bankruptcy proceedings.

**25. NO IMPLIED WAIVER.**

The failure of Landlord to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease Agreement shall not be construed as a waiver or a relinquishment thereof for the future. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of rent due under this Lease Agreement shall be deemed to be other than payment on account of the earliest rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent 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 rent or pursue any other remedy provided in this Lease Agreement.

**26. PERSONAL LIABILITY.**

The liability of Landlord to Tenant for any default by Landlord under this Lease Agreement shall be limited to the interest of Landlord in the Building, and Tenant agrees to look solely to Landlord's

interest in the Building for the recovery of any judgment from the Landlord, it being intended that Landlord shall not be personally liable for any judgment or deficiency.

**27. FORCE MAJEURE.**

Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, financing, or any other cause whatsoever beyond the control of Landlord.

**28. RELATIONSHIP OF PARTIES.**

Nothing contained in this Lease Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provisions contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

**29. MISCELLANEOUS.**

29.1. Severability. If any term or provision of this Lease Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease Agreement shall be valid and enforced to the fullest extent permitted by law.

29.2. Recordation. Tenant agrees not to record this Lease Agreement or any memorandum hereof without the prior written consent of Landlord. Landlord may record this Lease Agreement or a memorandum thereof, at its sole election.

29.3. Governing Law. This Lease Agreement and the rights and obligations of the parties hereto are governed by the laws of the State of Iowa.

29.4. Time of Performance. Except as may be otherwise expressly provided herein, time is of the essence of this Lease Agreement with respect to all required acts of Tenant.

29.5. Transfers by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building and the Leased Premises referred to herein, and in such event and upon such transfer Landlord shall be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

29.6. Commissions. Landlord and Tenant hereby indemnify and agree to hold each other harmless against any loss, claim, expense or liability with respect to any commissions or brokerage fees claimed on account of the execution and/or renewal of this Lease Agreement due to any action of the indemnifying party.

29.7. Effect of Delivery of this Lease Agreement. Landlord has delivered a copy of this Lease Agreement to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or an option to lease. This Lease Agreement shall not be effective until a copy executed by both Landlord and Tenant is delivered to and accepted by Landlord.

29.8. Section Headings. The section or subsection headings are used for convenience of reference only and do not define, limit or extend the scope or intent of the sections of this Lease Agreement.

29.9. No Other Representations. Neither party has made any representations or promises, except as contained herein, or in some further writings, signed by the party making such representation or promise.

29.10. Successors and Assigns. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of the Landlord and its successors and assigns, and of the Tenant, and its heirs, legal representatives, successors, assigns and sublessees in the event this Lease Agreement has been assigned or sublet with the express consent of the Landlord.

29.11. Notices.

(a) The Tenant shall pay the rent and shall forward all notices to Landlord at the following address (or at such other place as Landlord may hereafter designate in writing):

CB Richard Ellis AAF  
Union Planters Bank  
P.O. Box 6074  
Hicksville, NY 11802-6074

with a copy to:

Kay K. Bains, Esq.  
Walston, Wells, Anderson & Bains, LLP  
P.O. Box 830642  
Birmingham, Alabama 35283-0642

(b) The Landlord shall forward all notices to Tenant at the following address (or at such other place as Tenant may hereafter designate in writing):

Mr. Thomas R. Petaluna  
President & CEO  
The CBE Group, Inc.  
131 Tower Park Drive, Suite 100  
PO Box 900  
Waterloo, Iowa 50704-0900

(c) Any notice provided for in this Lease Agreement must, unless otherwise expressly provided herein, be in writing, and may, unless otherwise expressly provided, be given or be served by depositing the same in the United States mail, postage prepaid and certified and addressed to the party to be notified with return receipt requested, or by delivering the same in person to an officer of such party.


(d) Notice deposited in the mail in the manner hereinabove shall be effective upon receipt, unless such mail is unclaimed, in which event notice shall be effective five (5) days after the date of mailing.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement in multiple original counterparts effective as of the day and year first above written.

LANDLORD:

**UNION PLANTERS BANK, N.A.**

By: 

Name: Robert Lohman

Its: U.P.

TENANT:

**THE CBE GROUP, INC.**

By: 

Robert Kahler, Senior Vice President  
and Chief Financial Officer