

ASSIGNMENT, RELEASE, AND INDEMNIFICATION AGREEMENT

This Agreement ("Agreement") is made and entered into by and between the Lexington Community Facilities Agency ("Agency"), Bahr Vermeer Haecker Architects, Ltd. ("BVH"), Dawson County School District No. 24-0001, commonly known as Lexington Public Schools ("School District"), the City of Lexington, Nebraska ("City"), and the Lexington Public School Building Corporation ("Corporation").

RECITALS:

WHEREAS, the School District and the City created a separate joint entity called the Agency through the approval of the Interlocal Cooperation Act Agreement Creating the Lexington Community Facilities Agency ("Agency Agreement") on April 25, 1995;

WHEREAS, the Agency and BVH executed AIA Document B102-2007 ("B102") on June 6, 2012 for middle school/community recreation facility addition and renovations and high school addition and renovations to the Lexington Middle School and Lexington High School;

WHEREAS, the Lexington Middle School addition and renovation has been completed;

WHEREAS, the parties desire to transfer all of the Agency's rights and obligations under the B102 to the Corporation;

WHEREAS, section 7.3 of the B102 requires the written consent of the Agency and BVH to assign the B102 to another party;

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The Parties acknowledge each of the foregoing recitations and adopt the same as material parts of this Agreement.

2. Assignment. The Agency assigns all its rights, interests, and obligations as it relates to Lexington High School addition and renovation portion of the project under the B102 to the Corporation, the Corporation accepts the

assignment, and the remaining parties acknowledge and consent to the assignment.

3. Release of Claims by BVH. BVH releases and forever discharges the Agency and its principals and officers, agents, and employees from any and all claims, demands, rights, and causes of action of whatever kind that may arise from the Lexington High School addition and renovation portion of the project under the B102.

4. Indemnification of Agency by Corporation. The Corporation agrees to indemnify and hold harmless the Agency and its principals and officers, agents, and employees from any and all claims, demands, rights, and causes of action of whatever kind that may arise from the Lexington High School addition and renovation portion of the project under the B102.

5. Authority to Execute Agreement. The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective entity and that this Agreement is binding upon their entity in accordance with its terms.

6. Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable for any reason, such determination shall not affect the remainder of this Agreement.

7. Applicable Law. This Agreement shall be governed by the laws of the State of Nebraska.

8. Amendments. Any amendments to this Agreement must be written and approved by all parties.

9. Entirety. This Agreement constitutes the entire Agreement between the parties, and any other agreements between the parties, unless reduced to writing and executed by the parties, shall be null and void.

10. Binder. This Agreement shall be binding upon the successors and legal representatives of the parties hereto.

LEXINGTON COMMUNITY FACILITIES AGENCY

By: _____
Title: _____
Date: _____

BAHR VERMEER HAECKER ARCHITECTS, LTD.

By: _____
Title: _____
Date: _____

**DAWSON COUNTY SCHOOL DISTRICT NO. 24-0001,
COMMONLY KNOWN AS LEXINGTON PUBLIC SCHOOLS**

By: _____
Title: _____
Date: _____

CITY OF LEXINGTON, NEBRASKA

By: _____
Title: _____
Date: _____

LEXINGTON PUBLIC SCHOOL BUILDING CORPORATION

By: _____
Title: _____
Date: _____

I:\535\06\001\210 Assignment - B102.doc

ASSIGNMENT, RELEASE, AND INDEMNIFICATION AGREEMENT

This Agreement ("Agreement") is made and entered into by and between the Lexington Community Facilities Agency ("Agency"), Paulsen Inc. ("Paulsen"), Dawson County School District No. 24-0001, commonly known as Lexington Public Schools ("School District"), the City of Lexington, Nebraska ("City"), and the Lexington Public School Building Corporation ("Corporation").

RECITALS:

WHEREAS, the School District and the City created a separate joint entity called the Agency through the approval of the Interlocal Cooperation Act Agreement Creating the Lexington Community Facilities Agency ("Agency Agreement") on April 25, 1995;

WHEREAS, the Agency and Paulsen executed AIA Document A133-2009 ("A133") on June 6, 2012 for additions and renovations to the Lexington Middle School and Lexington High School;

WHEREAS, the Lexington Middle School addition and renovation has been completed;

WHEREAS, the parties desire to transfer all of the Agency's rights and obligations under the A133 to the Corporation;

WHEREAS, section 11.4 of the A133 requires the written consent of the Agency and Paulsen to assign the A133 to another party;

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The Parties acknowledge each of the foregoing recitations and adopt the same as material parts of this Agreement.

2. Assignment. The Agency assigns all its rights, interests, and obligations as it relates to Lexington High School addition and renovation portion of the project under the A133 to the Corporation, the Corporation accepts the assignment, and the remaining parties acknowledge and consent to the assignment.

3. Release of Claims by Paulsen. Paulsen releases and forever discharges the Agency and its principals and officers, agents, and employees from any and all claims, demands, rights, and causes of action of whatever kind that may arise from the Lexington High School addition and renovation portion of the project under the A133.

4. Indemnification of Agency by Corporation. The Corporation agrees to indemnify and hold harmless the Agency and its principals and officers, agents, and employees from any and all claims, demands, rights, and causes of action of whatever kind that may arise from the Lexington High School addition and renovation portion of the project under the A133.

5. Authority to Execute Agreement. The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective entity and that this Agreement is binding upon their entity in accordance with its terms.

6. Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable for any reason, such determination shall not affect the remainder of this Agreement.

7. Applicable Law. This Agreement shall be governed by the laws of the State of Nebraska.

8. Amendments. Any amendments to this Agreement must be written and approved by all parties.

9. Entirety. This Agreement constitutes the entire Agreement between the parties, and any other agreements between the parties, unless reduced to writing and executed by the parties, shall be null and void.

10. Binder. This Agreement shall be binding upon the successors and legal representatives of the parties hereto.

[NEXT PAGE IS THE SIGNATURE PAGE]

LEXINGTON COMMUNITY FACILITIES AGENCY

By: _____
Title: _____
Date: _____

PAULSEN INC.

By: _____
Title: _____
Date: _____

**DAWSON COUNTY SCHOOL DISTRICT NO. 24-0001,
COMMONLY KNOWN AS LEXINGTON PUBLIC SCHOOLS**

By: _____
Title: _____
Date: _____

CITY OF LEXINGTON, NEBRASKA

By: _____
Title: _____
Date: _____

LEXINGTON PUBLIC SCHOOL BUILDING CORPORATION

By: _____
Title: _____
Date: _____

I:\535\06\001\209 Assignment - A133.doc