AGREEMENT FOR MEDIATION

A dispute has arisen between the undersigned parties (hereinafter the “Dispute”). The parties have agreed to participate in a non-binding mediation proceeding (the "Proceeding") of said Dispute. The parties and their respective attorneys have contracted with Michael G. Mullin (hereinafter the “Mediator”) for the Proceeding. The parties and the Mediator agree as follows:

A. DUTIES AND OBLIGATIONS

1. The Mediator and each of the parties agree to be bound by and to comply faithfully with the procedures herein, including without limitation the provisions regarding confidentiality.

2. The Mediator acknowledges that he has no previous commitments that may significantly delay the expeditious conduct of the proceeding.

3. Neither the Mediator nor Kutak Rock LLP (“KUTAK”) shall be liable for any act or omission in connection with the Proceeding.

4. The mediation will be governed by the terms of the Nebraska Uniform Mediation Act, Neb. Rev. Stat. § 25-2930 et seq. or, if conducted outside the State of Nebraska, by such state’s version of the Uniform Mediation Act, if any.

5. The parties have read the Mediator’s written mediation procedures which are hereby incorporated by reference as if fully set forth herein.

B. DISCLOSURE OF PRIOR RELATIONSHIPS

1. The Mediator has made a reasonable effort to learn and has disclosed to the parties in writing (a) all professional relationships the Mediator and/or KUTAK have had with the parties within the past five years, including all instances in which the Mediator or the Mediator's firm served as an attorney for any party; (b) any financial interest the Mediator has in any party; (c) any professional relationship the Mediator has had with an officer or employee of a party or with an individual representing a party in the Proceeding; and (d) any other circumstances that may create doubt regarding the Mediator's impartiality in the Proceeding. Notwithstanding the foregoing, the Mediator has <u>not</u> made any attempt to discover the existence of any social or non-professional business relations between any attorneys at KUTAK and any parties to the Dispute. The parties expressly acknowledge that the Mediator and/or other attorneys at KUTAK may be “friends” on Facebook or a “connection” on LinkedIn or other social media with an attorney or party involved in the dispute to be mediated. The parties and attorneys agree that any such “connections” need not be disclosed, and the parties agree that any such social and/or non-professional business relationships shall not present a conflict of interest for the Mediator or preclude him from serving as the Mediator of the aforementioned dispute.

2. The parties to this Dispute and their respective law firms, if any, have made a reasonable effort to learn and have disclosed to every other party and the Mediator in writing any relationships of a nature described in paragraph B.1. not previously identified and disclosed by the Mediator.

3. The parties and the Mediator are satisfied that any relationships disclosed pursuant to paragraphs B.1. and B.2. will not affect the Mediator's independence or impartiality. Notwithstanding such relationships and/or others that the Mediator and the parties did not discover despite good faith efforts, the parties wish the Mediator to serve in the Proceeding, waiving any claim based on said relationships, and the Mediator agrees to so serve.

4. The disclosure obligations in paragraphs B.1. and B.2. are continuing until the Proceeding is concluded. The ability of the Mediator to continue serving in this capacity shall be explored with each such disclosure.

C. FUTURE RELATIONSHIPS

1. The Mediator and/or KUTAK may work on matters for or against a party to the Dispute during the pendency of the Proceeding or after completion of this Proceeding if such matters are unrelated to the Dispute.

2. As the parties are aware, the Mediator's law firm and the attorneys therein represent many other corporations, companies, and individuals in a variety of legal matters. It is possible that during or subsequent to the mediation of the Dispute, KUTAK may have current or future clients who will have disputes with one or more parties to the mediated Dispute referenced hereinabove. Each party herein and their respective legal counsel agree that KUTAK may continue to represent, or undertake in the future to represent, existing and/or new clients in any matter, including litigation, even if the interests of such clients in such matters are directly adverse to the parties herein. To the extent those matters are substantially related to the Dispute, the Mediator will be ethically screened therefrom.

D. COMPENSATION

1. The Mediator shall be compensated for time expended in connection with the Proceeding at the rate of $350.00 per hour, plus reasonable travel and other out-of-pocket expenses. The Mediator's fee shall be shared equally by the parties absent agreement by the parties to the contrary. Each party's attorney and such attorney's law firm shall be equally responsible with his or her client for payment of that party's share of the mediator's fees.

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PARTY	MICHAEL G. MULLIN
PARTY'S ATTORNEY	KUTAK ROCK LLP