

LEASE

This Lease is made and executed on the 24 day of April, 2000, by and between Sanitary and Improvement District No. 97 of Sarpy County, Nebraska, a body politic and corporate, duly organized and existing as a Sanitary and Improvement District under the constitution and laws of the State of Nebraska, hereinafter referred to as Lessor, and the Hawaiian Village Lake Association, a Nebraska non-profit corporation, hereinafter referred to as Lessee.

1. DESCRIPTION OF LEASED PREMISES:

1.1 PREMISES. Lessor hereby leases to Lessee exclusively and Lessee hereby hires from Lessor for the term, at the rental and upon all of the conditions and covenants set forth herein, that property, herein (the "Premises") generally known as Outlot "E", Hawaiian Village.

2. TERM AND RENT:

2.1 TERM. The term of this Lease shall be for a period of one year commencing on January 1, 2000 ("Commencement Date") and terminating at midnight on December 31, 2000 unless sooner terminated pursuant to any provision hereof.

2.2 RENT. Rent shall be at the rate of One (\$1.00) Dollar per year.

2.3 RENEWAL. This Lease shall automatically be renewed for successive one (1) year terms, not to exceed five (5), unless either party notifies the other of their intention not to renew on or before June 30 of each year.

3. USE OF THE PREMISES:

3.1 USE. Lessor covenants that Lessee shall have quiet enjoyment, peaceful possession, and exclusive use of the Premises under this Lease; and Lessee covenants that the premises shall only be used in the operation of a recreational lake and associated recreational and social amenities, and agrees not to use or permit the Premises or any part

thereof to be used for any other purpose without the prior written consent of Lessor endorsed hereon.

3.2 COMPLIANCE WITH LAW. Lessee shall, at Lessee's sole expense, comply promptly with all applicable federal, state, county and municipal statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use by Lessee of the Premises. Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

3.3 CONDITION OF PREMISES. Lessee has inspected and hereby accepts the Premises, in its condition existing as of the date of the execution hereof, subject to all easements, applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor any of Lessor's employees or agents has made any representation or warranty as to the suitability of the premises for the conduct of Lessee's business or Lessee's occupation or use of the premises.

4. RULES AND REGULATIONS:

Lessee shall make reasonable rules and regulations for the use, operation and enjoyment of the lake and will consult with and notify Lessor thereof.

5. IMPROVEMENTS, MAINTENANCE, REPAIRS AND ALTERATIONS:

5.1 LESSOR'S OBLIGATIONS. Subject to the disclosure in Paragraph 3.3 above, Lessee has examined the demised Premises and the improvements thereon and accepts them in its present condition. Lessor shall not be responsible for any upkeep of the premises or improvements thereon or for any damage thereto.

5.2 LESSEE'S OBLIGATIONS.

(a) Lessee, at Lessee's expense, shall keep in good order, condition and repair the Premises and every part thereof.

5.3 ALTERATIONS AND ADDITIONS. Lessee shall keep the Premises free from waste and in good order, condition and repair. Any major alterations or additions to or upon the Premises (over \$500.00) shall be at Lessor's cost, and submitted in writing and approved in writing by Lessor. Any proposed changes to the topography (including trees, shrubs, landscaping) must be submitted in writing and approved in writing by Lessor. Any major alteration or topography change made by Lessee without Lessor's written approval shall constitute a material breach of this Lease. Lessee shall keep the Premises free of mechanic's, laborer's or materialmen's liens arising from any such alterations or additions to the Premises; provided however, Lessee, at its cost, shall have the right to contest any such lien as to its validity or amount and withhold payment thereon until adjudged valid by a final judgment by a court of competent jurisdiction.

Lessee further agrees to keep said Premises and all parts thereof in a clean and sanitary condition, free from trash. Lessee agrees that no improvements on the Premises shall be removed by Lessee without the written consent of Lessor.

6. INSURANCE:

Lessor will maintain liability insurance on the lake with an aggregate limit of at least Five Hundred Thousand (\$500,000) Dollars and name Lessee as an additional insured under such policy.

7. ASSIGNMENT AND SUBLETTING:

7.1 LESSOR'S CONSENT REQUIRED. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, grant any concession or license, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises, without Lessor's prior written consent. Any such assignment, transfer, mortgage, encumbrance, grant, concession, license or subletting or any attempts toward such a result without prior written consent by a Lessor shall be absolutely null and void, and shall constitute a material breach of this Lease.

8. DEFAULTS; REMEDIES:

8.1 DEFAULTS. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

- (a) The vacating or abandonment of the Premises by Lessee for a continuous period in excess of thirty (30) days.
- (b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee herein, as and when due, where such failure shall continue for a period of ten (10) days after written notice thereof from Lessor to Lessee.
- (c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee; provided, however, if the default is of such a nature as to reasonably require more than thirty (30) days to cure, Lessee shall have such additional time as is reasonably necessary to cure the same (which shall in no event exceed an additional thirty (30) days from the initial cure period), provided Lessee has promptly commenced action to cure the default and diligently pursues the same to completion.

8.2 REMEDIES. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without additional notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach:

- (a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including reasonably necessary renovation and alteration of the Premises, reasonable attorney's fees; the worth at the time of award by

the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided by Lessor.

(b) Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Lessor shall be entitled to enforce all of Lessor's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the State of Nebraska.

9. CONDEMNATION:

9.1 ACTION BY LESSOR OR THIRD PARTY. If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power in quality or quantity destructive of the purpose of this Lease and the use of the Premises by Lessee (all of which are herein called "condemnation"), Lessee may, at Lessee's option, within thirty (30) days after Lessor or the condemning authority shall have given Lessee written notice of such taking (or in the absence of such notice, within thirty (30) days after the condemning authority shall have taken possession) exercise in writing its option to terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining.

9.2 ALLOCATION OF CONDEMNATION PROCEEDS. Any award of payment resulting from condemnation shall be the property of Lessor and Lessee respectively as it is made or paid for the property or properties respectively owned by them.

9.3 USE OF CONDEMNATION PROCEEDS. In the event of condemnation without termination of this Lease, Lessor and Lessee shall to the extent

practicable apply their respective awards or payments or shares thereof to the repair of the remaining property or properties respectively owned by them.

10. GENERAL PROVISIONS:

10.1 NOTICE. Any notice required under this Lease shall be made by U.S.

Mail, postage prepaid to the following:

To Lessor:

Dennis Nichols, Chairman
Sanitary and Improvement District No. 97
of Sarpy County, Nebraska
8512 Oahu Circle
Papillion, NE 68046

with copy to:

John H. Fullenkamp
Fullenkamp, Doyle & Jobeun
11440 West Center Road
Omaha, NE 68144

To Lessee:

Hawaiian Village Lake Association
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Omaha, Nebraska

with copy to:

Wesley E. Hauptman
11605 Arbor Street
Omaha, NE 68164

Either party may be written notice to the other specify a different address for notice purposes except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice purposes. A copy of all notices required or permitted to be given to Lessor or Lessee hereunder shall be concurrently transmitted to such other party or parties at such addresses as Lessor or Lessee may from time to time hereafter designate by notice to the other party.

10.2 WAIVERS. No waiver by one of the parties hereto of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

10.3 RECORDING. Lessee may record this Lease, provided, however, upon termination, Lessee agrees to execute a recordable affidavit acknowledging such termination.

10.4 HOLDING OVER. If Lessee remains in possession of the Premises or any part thereof after the expiration of the term hereof without objection by Lessor, such occupancy shall be a tenancy from month to month.

10.5 CUMULATIVE REMEDIES. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

10.6 COVENANTS AND CONDITIONS. Each provision of this Lease performed by the parties hereto shall be deemed both a covenant and a condition.

10.7 BINDING EFFECT; CHOICE OF LAW. Subject to any provisions hereof restricting assignment or subletting by Lessee, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of Nebraska.

10.8 MERGER. The voluntary or other surrender of this Lease by Lessee or a mutual cancellation thereof, or a termination by Lessor, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subtenancies or may, at the option of Lessor, operate as an assignment to Lessor of any or all of such subtenancies.

10.9 CORPORATE AUTHORITY. If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is fully authorized to execute and deliver this Lease on behalf of said corporation in

accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the Bylaws of said corporation, and that this Lease is binding upon said corporation in accordance with its terms. Lessee shall, within five (5) days after execution of this Lease, deliver to Lessor a certified copy of a resolution of the Board of Lessee authorizing or ratifying the execution of this Lease.

10.10 LIGHT AND AIR RIGHTS. No rights to light or air over the Premises, or any part thereof, are granted to Lessee by this Lease, but Lessor shall not make nor shall it permit any use thereof incompatible or otherwise inconsistent with the use of the Premises by Lessee under this Lease.

10.11 QUIET POSSESSION. Upon Lessee paying the fixed rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof subject to all of the provisions of this Lease.

11. NON-DISCRIMINATION:

Lessee will comply with all applicable federal, state and local laws, ordinances and regulations and will not discriminate against any individual because of race, creed, color, sex, religion or national origin either in its membership or in the use of the Premises.

Executed this 24 day of April, 2000

LESSOR:

SANITARY AND IMPROVEMENT DISTRICT
NO. 97 OF SARPY COUNTY, NEBRASKA

By Dennis Nichols
Chairman

ATTEST:

Judith A. Jacobs
Clerk

LESSEE:

HAWAIIAN VILLAGE LAKE ASSOCIATION,
A Nebraska Non-Profit Corporation

By Fred M. King
President

ATTEST:

[Signature]
Secretary

FIRST ADDENDUM TO LEASE

This is a First Addendum to Lease made between Sanitary and Improvement District No. 97 of Sarpy County, Nebraska, hereinafter referred to as "Lessor" and the Hawaiian Village Lake Association, a Nebraska non-profit corporation, hereinafter referred to as "Lessee".

WHEREAS, the parties have entered into a Lease Agreement dated April 24, 2000, a copy of which is attached hereto and incorporated herein by this reference, which Lease defines the use and operation of the lake at Hawaiian Village known as Outlot "E"; and

WHEREAS, the Lessor also owns Outlot "D" and is willing to make a certain portion thereof available for storage of boats, trailers and vehicles; and

WHEREAS, the Lessee has expressed a desire to oversee and manage the storage of boats, trailers and vehicles on that portion of Outlot "D".

THEREFORE, it is agreed by and between the parties as follows:

That the Lease Agreement between the parties dated April 24, 2000 shall be expanded to include that portion of Outlot "D", described on the attached Exhibit "A".

That the Lessee shall be given the right and authority to designate parking spaces for the storage of boats, trailers and vehicles and to establish reasonable rules and regulations therefor.

That the term of the lease shall be the same as the Lease Agreement dated April 24, 2000.

All other terms and conditions of the Lease Agreement dated April 24, 2000 are incorporated herein by this reference made a part hereof and shall constitute the agreement between the parties.

IN WITNESS WHEREOF the parties have executed this First Addendum to Lease Agreement this ___ day of May, 2002.

ATTEST:

ATTEST:

LESSOR:

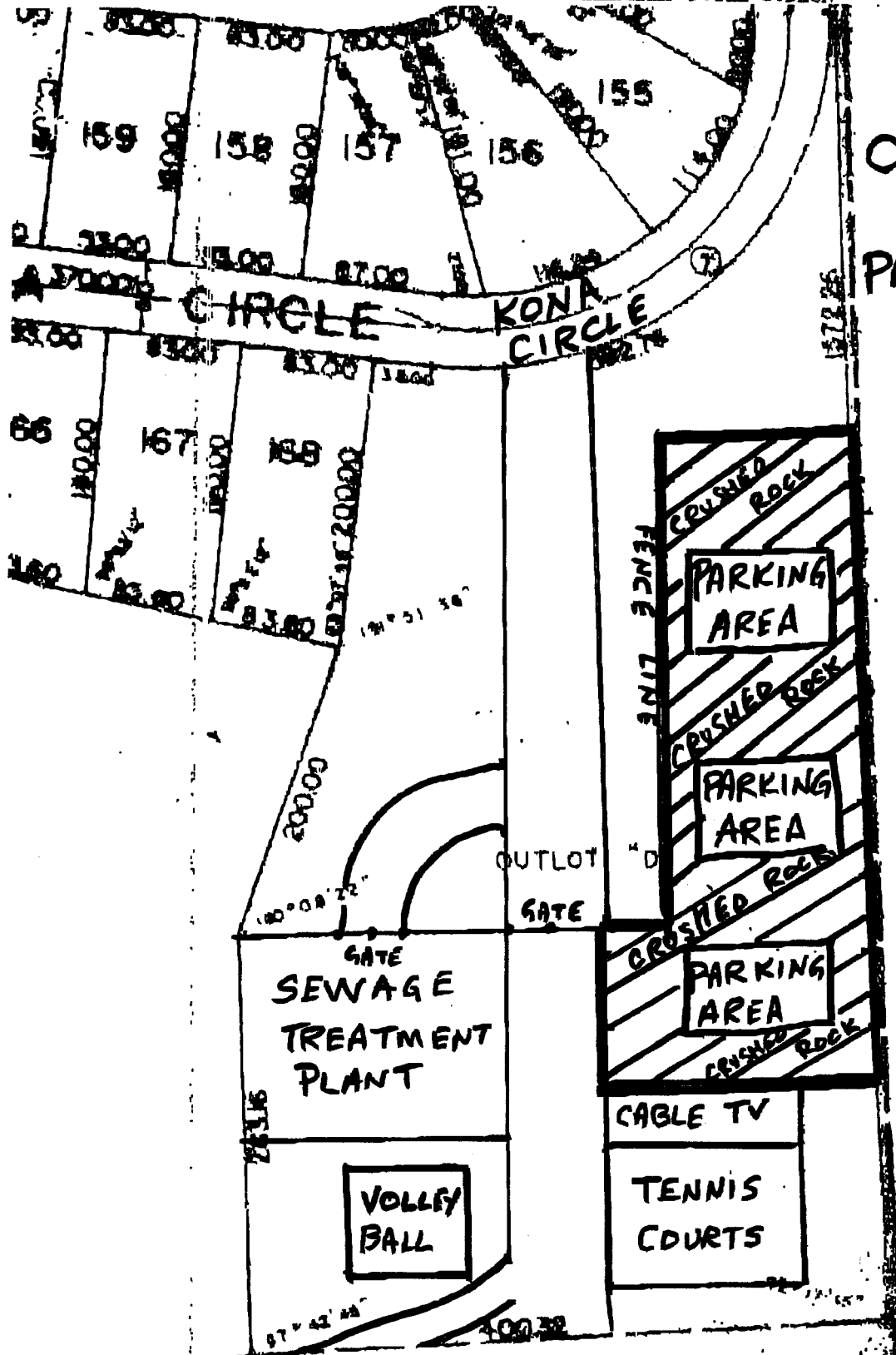
SANITARY AND IMPROVEMENT DISTRICT
NO. 97 OF SARPY COUNTY, NEBRASKA

By Dennis J. [Signature]

LESSEE:

HAWAIIAN VILLAGE LAKE ASSOCIATION,
a Nebraska Non-Profit Corporation

By [Signature]



OUTLOT 'D' PARKING AREA

UNPLATTED



EXHIBIT

(A)

NOT TO SCALE