

Entered as Instrument No.

0200011184

STATE OF NEBRASKA)  
COUNTY OF HALL ) SS

00 DEC 28 PM 1 52

Kathy Beach  
REG. OF DEEDS

CASH 36.00  
CHECK \_\_\_\_\_

REFUNDS:

CASH \_\_\_\_\_  
CHECK \_\_\_\_\_

SITE LEASE

AGREEMENT made and entered into as of the 1<sup>st</sup> day of December, 2000, by and between Global Industries, Inc., hereinafter called "Lessor," and THE COUNTY OF HALL, NEBRASKA, a county located in said state, hereinafter called "Lessee."

WHEREAS, Lessor is the owner of certain real property located in Hall County, Nebraska, and more particularly described in Attachment 1 hereto (the "Project Premises"); and

WHEREAS, Lessor desires to acquire, through purchase and construction, a manufacturing and industrial plant facility (the "Project") located upon the land, which Project is estimated to cost approximately \$3,000,000; and

WHEREAS, Lessor desireto finance a portion of the cost thereof through the issuance by the Lessee of \$3,000,000 in principal amount of The County of Hall, Nebraska Industrial Development Revenue Bonds, Series 2000 (Global Industries, Inc. Project), hereinafter called the "Bonds," pursuant to the provisions of Section 2 of Article XIII of the Nebraska Constitution, and Sections 18-1614 to 18-1623, inclusive, Reissue Revised Statutes of Nebraska, 1943, as amended, hereinafter referred to as the "Act"; and

WHEREAS, in order to accomplish such financing, it is necessary that Lessor lease to Lessee that portion of the land hereinafter described upon which said improvements will be made.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to them paid, for the full term hereof, receipt of which is hereby acknowledged, and other good and valuable consideration, it is agreed:

1. Lessor hereby leases to Lessee the Project Premises situated in the County of Hall, State of Nebraska, more particularly described on Attachment 1 hereto, which is hereby

G.I. ABSTRACT

incorporated herein by reference, together with all buildings, fixtures and other improvements now or hereafter located thereon.

2. Lessor hereby

- (a) grants to Lessee, its agents, officers, employees, licensees, successors and assigns, during the term of this lease the right to come and go upon other lands and properties of Lessor adjacent to and contiguous with the Project Premises hereby leased for the purpose of gaining access to and egress from said Project Premises from public streets and highways abutting upon or leading to and from such other lands and properties of Lessor;
- (b) covenants and agrees, upon request of either the Lessee or any successor or assignee of Lessee, to from time to time execute and deliver the Lessee or to its successors and assigns, such easements, rights-of-way and other instruments of conveyance as may be necessary in order to assure that Lessee and its successors and assigns shall, during the term hereof, at all times have adequate means of ingress to and egress from the Project Premises and that such Project Premises shall at all times be served by transportation facilities and utilities service;
- (c) warrants that it owns fee simple title to the Project Premises and covenants and agrees that it will defend the interest of the Lessee, its successors and assigns, therein against the claims of all others;
- (d) covenants and agrees to indemnify and save harmless the Lessee, the Trustee under the Indenture of Trust pursuant to which the bonds are to be issued and by which said bonds are to be secured, and each and every one of the bondholders, from any loss suffered by reason of the successful assertion of any claim by any other person in and to the Project Premises;
- (e) agrees that Lessee's interest in and to the Project Premises, and those of any successor or assignee of Lessee, shall continue unabated even though the Lessee or the Trustee referred to in subparagraph (d) above shall have re-entered and taken possession of the same and all improvements now or hereafter located thereon in accordance with the provisions of either (i) the agreement relating to lease back referred to in Paragraph 3 below, or (ii) the Indenture of Trust referred to in subparagraph (d) above; and
- (f) acknowledges that all of Lessee's right, title and interest hereunder is to be assigned by it to the Trustee referred to in subparagraph (d) above for the further securing of the bonds.

3. Lessor hereby reserves the right to occupy, possess and use the Project Premises for the continued maintenance thereon of Lessor's manufacturing and industrial plant facilities and to make improvements thereon to be financed in part through the issuance of said bonds as hereinbefore referred to, and to effectuate the continued possession, use and occupancy by Global of the Project Premises herein above described. Lessee hereby agrees to lease to Lessor the Project, including the Project Premises, commencing contemporaneously herewith and continuing for a term of years equal to the term hereof upon terms and conditions mutually agreeable to the parties hereto, including and providing for rental payments sufficient to pay the principal of and interest on the bonds as the same become due from time to time.

4. This lease shall be binding upon the parties hereto and upon their respective grantees, successors and assigns and shall be and remain in full force and effect from and after December 1, 2000, until December 1, 2020, or until such time, either lesser or greater, and without regard to whether Lessor is at any time dispossessed (for any reason) of any right, title or interest in or to either the parcel of land described above or any improvements located thereon, as may be required in order to provide for the payment in full of all principal, interest and premium (if any) of all of said bonds to be issued pursuant to and under said Indenture of Trust to finance in part the improvements to be made by Lessor to and on the parcel of land hereby leased. Upon the payment by Lessor of all of the principal, interest and premium (if any) on said bonds, this lease shall cease and terminate; however, until such payment shall have been made in full, Lessor shall have no right to terminate this lease or to in any way amend or change any of its terms and provisions without the express written consent of the Lessee, the Trustee under the Indenture of Trust pursuant to which the bonds are to be issued and by which said bonds are to be secured, and, where required by either (a) the lease from Lessee to Lessor referred to in Paragraph 3 hereof, or (b) said Indenture of Trust, the concurring written consent of the requisite percentage of bondholders.

5. Any notice which may be required to be given hereunder shall be in writing and served on an executive officer of the party to whom such notice is to be given or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

When intended for Lessor:

Global Industries, Inc.  
2928 East U.S. Highway 30  
Grand Island, NE 68802  
Attn: President

When intended for Lessee:

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Chair and Board of Supervisors  
Hall County  
121 South Pine Street  
Grand Island, NE 68801

6. This lease and any supplement hereto shall be recorded in the office of the Register of Deeds of Hall County, Nebraska, or in such other office as may be at the time provided by law as the proper place for the recordation of deeds, together with the lease and agreement to be entered into by and between Lessor and Lessee referred to in Paragraph 3 hereof whereby Lessee herein will lease to Lessor herein the Project, including the Project Premises hereinbefore described. Upon retirement of all of the said bonds to be issued pursuant to and under said Indenture of Trust the Lessor and the Lessee will execute and record in the same office in which both of said lease agreements are to be recorded as aforesaid an appropriate instrument to demonstrate upon the record that neither Lessee herein nor anyone claiming by or through Lessee shall as of such time have any further right, title or interest in the Project Premises, all improvements located thereon to be and become the sole and exclusive property of Lessor.

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IN WITNESS WHEREOF, Lessor has caused this Site Lease to be executed and delivered, and Lessee, being hereunto duly authorized by a valid and subsisting resolution duly adopted by its governing body has cause this Site Lease to be executed and delivered, in its name and on its behalf, by its Chair, and to be attested by its Clerk, all as of the day and year first above written.

ATTEST:

Marla J. Conley  
County Clerk

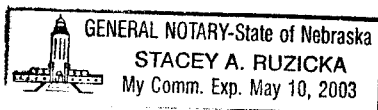
THE COUNTY OF HALL, NEBRASKA

By: [Signature]  
Chair of the Board of Supervisors

STATE OF NEBRASKA                    )  
  ) ss.  
COUNTY OF HALL                    )

This foregoing instrument was acknowledged before me this 20 day of December, 2000, by Richard Hartman, Chair of the Board of Supervisors of The County of Hall, a county in the state of Nebraska, on behalf of said county.

(SEAL)



Stacey A. Ruzicka  
Notary Public

200011184  
GLOBAL INDUSTRIES, INC.

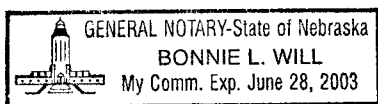
By: *Donald Anderson*  
Its: CEO / President

STATE OF NEBRASKA           )  
  ) ss.  
COUNTY OF HALL            )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of December, 2000, by *Donald Anderson, CEO / President* of Global Industries, Inc. a Nebraska Corporation, on behalf of the Corporation.

(SEAL)

*Bonnie L. Will*  
Notary Public



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**EXHIBIT A**

**LEGAL DESCRIPTION**

Lots One (1) and Two (2) Connell Industrial Park Third Subdivision, in the City of Grand Island,  
Hall County, Nebraska.